

CITY OF SEGUIN TEXAS



It's real.

REQUEST FOR PROPOSALS
FOR
City Hall Utility Billing Office Renovations

RFQ #AF-2025-60

ISSUED BY THE CITY OF SEGUIN
PURCHASING DEPARTMENT

PROPOSALS MUST BE SUBMITTED NO LATER THAN:

August 19, 2025
3:00 p.m. (Local Time)

**CITY OF SEGUIN
PUBLIC NOTICE
REQUEST FOR PROPOSALS
AF-2025-60**

The City of Seguin is soliciting sealed proposals from qualified contractors for the **City Hall Utility Billing Office Renovation** project, located at **205 N River Street, Seguin, Texas**. The scope of work includes demolition, architectural improvements and final cleaning. All work must comply with applicable City codes, ADA requirements, and detailed project plans.

Proposal Deadline:

Proposals must be received no later than **3:00 PM on August 19, 2025**. Late submissions will not be considered.

Submission Instructions:

Proposals will be received by the City of Seguin, electronically through <http://www.bidnetdirect.com/texas/cityofseguin> . The City will announce all proposed consulting firms publicly in the Council Chambers of City Hall at 3:00 P.M. on that date.

A **pre-bid site visit** will be held on **August 7, 2025**, at the project location. Attendance is recommended.

The full RFP document, including the scope of work and submission requirements, is available at <http://www.bidnetdirect.com/texas/cityofseguin>

The City of Seguin reserves the right to reject any or all proposals and to waive any informalities in the best interest of the City. The City Council's decision will be final.

**STEVE PARKER
CITY MANAGER
CITY OF SEGUIN, TEXAS**

ADDENDUM FORM
Bid # AF-2025-60

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED _____ ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED _____ ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____ ADDENDUM NO. 6 DATED _____

- **The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.**
- **The Undersigned certifies that pursuant to Section 2270.002 of the Texas Government Code, Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.**
- **The Undersigned certifies that pursuant to S.B 19, Bidder does not boycott energy companies and will not boycott energy companies during the term of the contract.**
- **The Undersigned certifies that pursuant to S.B. 13, Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Company Name

Authorized Signature

Address

Printed Name

City, State, Zip Code

Title

Phone No.

Date

Email Address: _____

Scope of Work

This project consists of interior alterations to City Hall in the Utility Billing Office impacted include:

- Lobby
- Offices
- Cashier areas
- Passage corridors
- Motor cashier section

General Requirements

- Comply with all City of Seguin building codes, ordinances, and deed restrictions.
- Contractor is responsible for all measurements, material quantities, and field verification.
- All work must be in accordance with the final stamped construction plans dated 06/23/2025.

Construction Details

- Wall and Finish Modifications: Modify and refinish existing walls per the Room Finish Schedule.
- Flooring: New flooring as indicated per room specifications.
- Ceilings: Acoustic ceiling tile replacement or repair where noted.
- Baseboards and Trim: Replace or restore per finish schedule.
- Lighting: Install emergency lighting and exit signs per code.
- HVAC/Electrical/Plumbing: Update as required to support alterations.
- Fire Code Compliance: Ensure fire alarms, emergency lights, and egress paths are compliant.

Contractor must confirm materials on site prior to submittal.

Evaluation Criteria:

Proposals submitted in response to this RFP will be evaluated based on the following criteria:

(Maximum Points: 100)

| Evaluation Criteria | Included Elements | Weighting for Evaluation of SOQ |
|----------------------------|---|--|
| Technical Capability | Quality of proposed design, system selection, and energy efficiency strategies. | 35 |
| Project Management | Proposed project schedule and communication plan. | 20 |
| Experience | Relevant project experience and demonstrated ability to deliver similar projects on time and within budget. | 25 |
| Cost Competitiveness | Overall project cost and value proposition | 20 |
| Total Maximum | | 100 Points |

Bidding Schedule

City of Seguin – City Hall Utility Billing Office

| Tasks | Schedule |
|--------------------------------|-------------|
| Advertisement to Bid – 2 Times | 7/23 & 7/30 |
| Pre-Bid Onsite Meeting | 8/7/2025 |
| Final Date for Questions | 8/11/2025 |
| Open Bid | 8/19/2025 |
| Award | 9/2025 |

SELECTION AND AWARD PROCESS

All proposals received by the City of Seguin in response to this RFP will be reviewed by an evaluation team, which may include senior management representatives, a financial officer, and/or an independent consultant.

1. Selection will be based on the evaluation factors described in this RFP.
2. The evaluation team will recommend a qualified firm to the Seguin City Council. The City Council will make the final selection based on the evaluation team's recommendation and whether the qualified Offeror's proposal is determined to be the most advantageous to the City.
3. No individual City employee or any City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

Submission Instructions:

- Sealed Proposals will be received by the City of Seguin electronically through <http://www.bidnetdirect.com/texas/cityofseguin> until 3:00 P.M., Tuesday, August 19, 2025. At 3:00 p.m. in the City Council Chambers, the name of all vendors submitting a Proposal will be read publicly but no contents of the Proposals will be disclosed.
- Vendors shall sign and include all documents requested and forms provided with the RFP. Also, to be included is a list of three (3) municipal or private sector references within 3 years or less with similar services were provided.
- Vendors shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

RIGHT OF THE CITY TO REQUEST FURTHER DOCUMENTATION

The City reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation phase.

Questions must be received via BidNet by August 11, 2025, by 3:00 p.m. local time to be included in addendum.

Right to Reject Proposal and Negotiate Contract Terms

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including reimbursement rates with the selected Consultant prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring Proposer and so on until an agreement is reached.

Contract

- Negotiations
 - After selection of a vendor based on qualifications, the City will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the vendor.
- Inability to Reach Agreement
 - In the event the negotiation between the most qualified vendor(s) selected and the City cannot be completed as a result of an inability to reach agreement on the fee or services or the scope of work to be performed, then at the option of the City, the contract may be awarded to the next most qualified Consultant. Negotiations will continue in this sequence until a contract is finalized, or all responses are rejected.
- City Council Approval
 - The final contract will be submitted to the City Council for approval.
- Final Contract
 - The selected vendor will be required to assume responsibility for all services offered in its response, whether or not such services are provided by a partnership arrangement. The successful vendor will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
 - The successful vendor will be required to enter into the contract with the City.
 - This RFQ and the successful vendor's response, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful vendor.
 - **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.**

Insurance

Prior to beginning work, the successful firm shall have on file with the City of Seguin a Certificate of Liability Insurance form covering worker's compensation, commercial general liability, professional liability, and business auto, listing the City as an additional insured in accordance with Exhibit A.

Questions

Respondents shall submit all questions, in writing via Bidnet. When submitting questions, please reference the solicitation name and number, as well as the page and section, if applicable. Question submissions are due by the date and time listed in the RFP Timetable. Questions submitted after the deadline do not require a response.

Point of Contact

The City of Seguin issues this Request for Proposals (RFP) and the Purchasing Manager is the sole point of contact during the solicitation and selection process.

Contact Information:

Ashley Bruns, Purchasing Manager
abruns@seguintexas.gov

Responses to Questions & Addenda

Responses to question submissions and addenda will be posted on the City's BidNet website under the referenced solicitation number/project. It is suggested that you sign up for email updates to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda. Respondents are required to certify all Addenda were received in their proposal submission.

STANDARD CONTRACT, CONDITIONS and REQUIREMENTS

The successful Proposer and the City will enter into a contract for the services described in this RFQ. Failure of the successful Proposer to accept the obligations of a contractual agreement may result in a cancellation of award.

RESTRICTIONS ON LOBBYING ACTIVITY

The City is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practice or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

Proponents are strictly prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting City staff members or selection committee members regarding their qualifications or the award of a contract unless in response to an inquiry initiated by a staff or committee member. Any violation will result in immediate disqualification of the Proponent from the selection process.

Upon issuance of the RFP, all proponent communications and requests for clarification or objections shall be directed in writing to Ashley Bruns, Purchasing Manager, for response, determination, and dissemination to all proponents. Any communication by proponents or their representatives toward other city officers or employees regarding this RFP or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent.

A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

July 14, 2025

Addendum #1

Addendum to plans and specifications for Alterations to the City of Seguin Municipal Building, 205 North River Street, Seguin, Texas. Morkovsky + Associates, Inc., Architect.

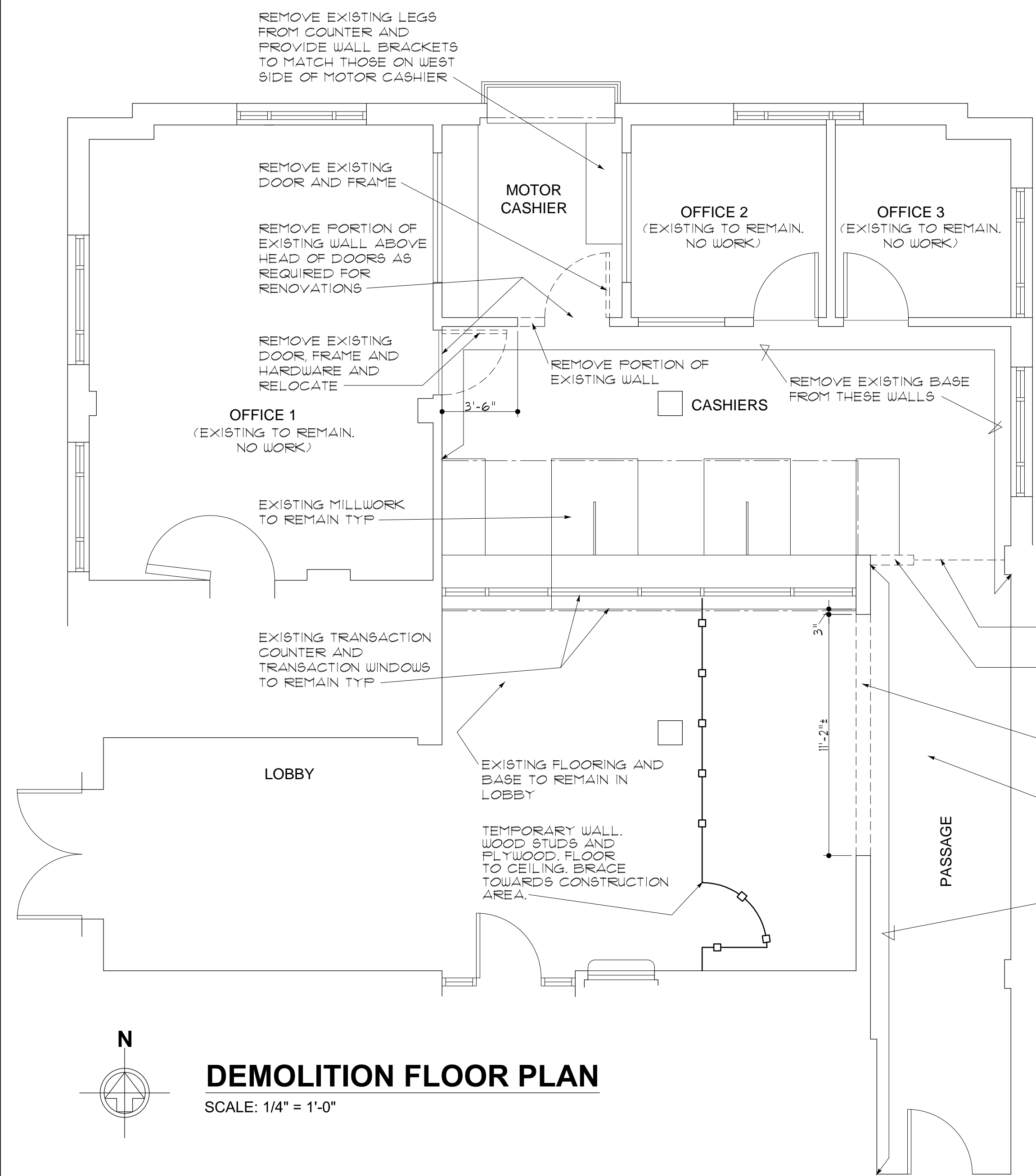
Item #1: New Transaction Counter

The leading edge of the New Transaction Counter, on the Lobby side, shall extend to the north as shown on revised sheets A-1 and A-2, with a revised dated of 7-14-25.

In General

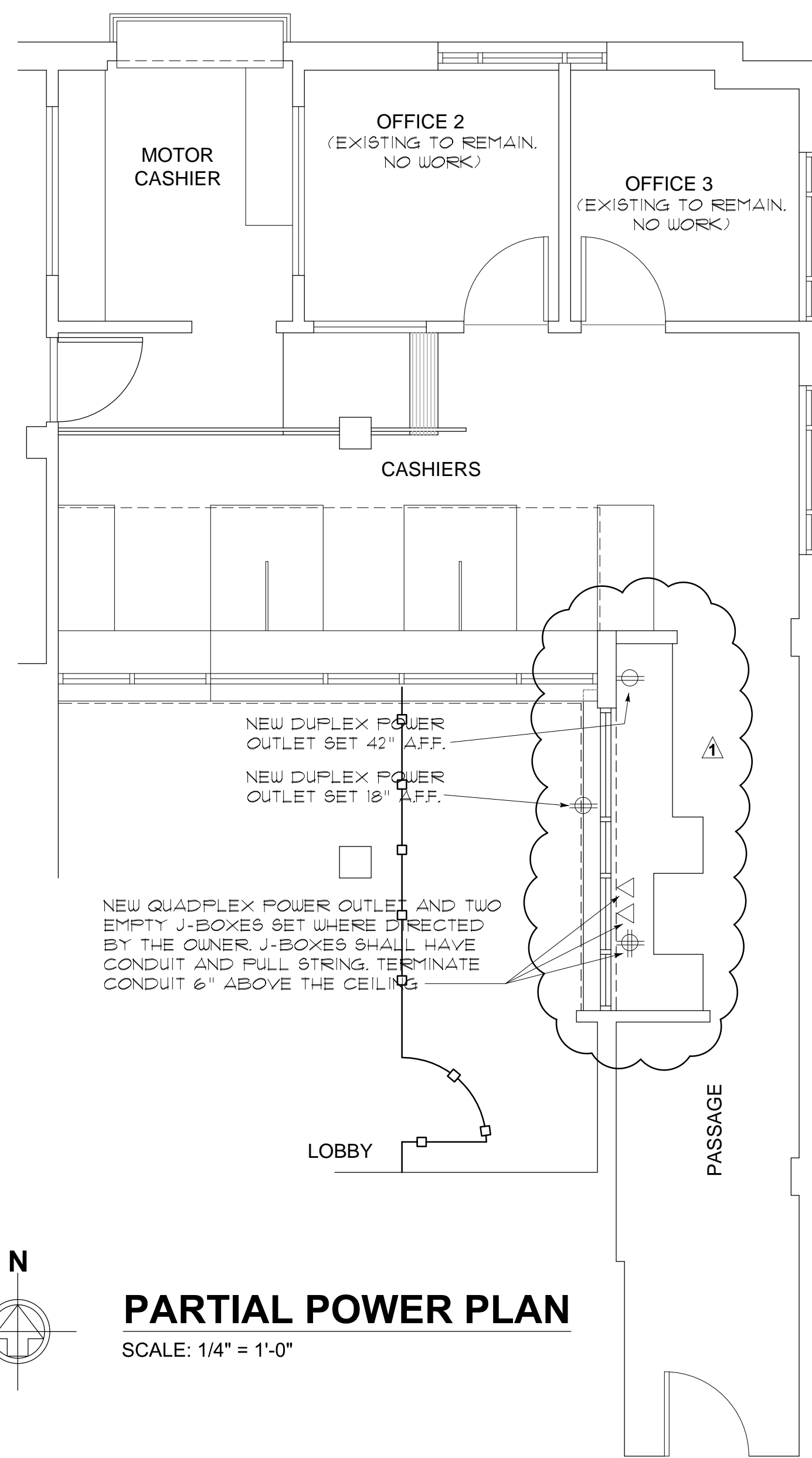
This addendum is hereby made a part of the original specifications, and in closing a contract, it shall become an official part thereof.





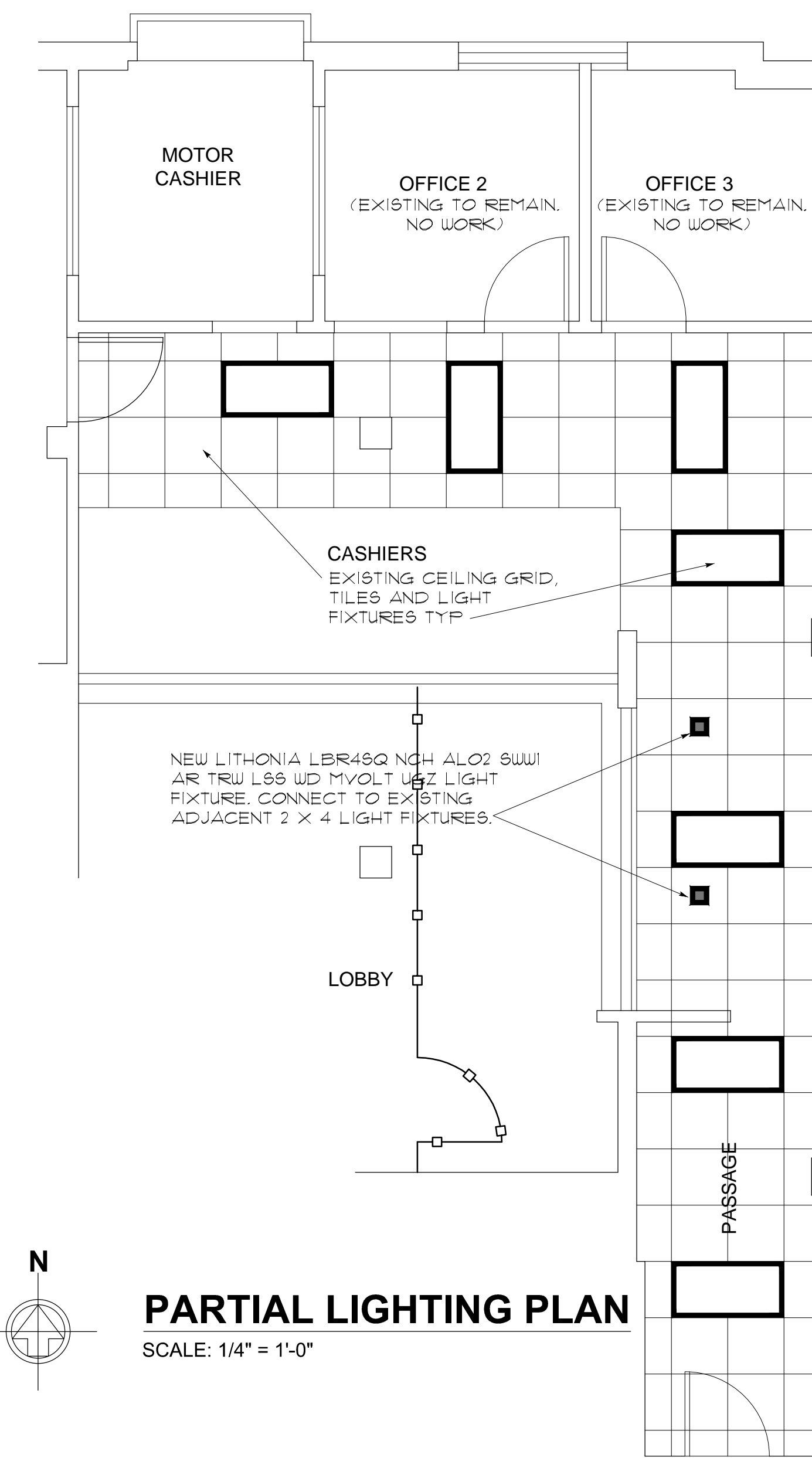
DEMOLITION FLOOR PLAN

SCALE: 1/4" = 1'-0"



PARTIAL POWER PLAN

SCALE: 1/4" = 1'-0"



PARTIAL LIGHTING PLAN

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ROOM FINISH SCHEDULE

| ROOM | FLOOR | | | BASE | | | | WALLS | | CEILING | | REMARKS | |
|---------------|-------|--------------------|-----|----------------|------|--------------------|-----|-------|-----|--------------------|-----|---------|---|
| | VCT | EXISTING TO REMAIN | | 4" RUBBER COVE | WOOD | EXISTING TO REMAIN | | PAINT | | EXISTING TO REMAIN | | | |
| | | F-1 | F-2 | F-3 | B-1 | B-2 | B-3 | B-4 | W-1 | W-2 | C-1 | C-2 | |
| CASHIERS | | ● | | | ● | | | | ● | | ● | | NEW VCT AT RAMP |
| MOTOR CASHIER | ● | | | | ● | | | | ● | | ● | | |
| PASSAGE | ● | | | | ● | ● | | | ● | | ● | | SEE RENOVATION PLAN FOR 4" RUBBER COVE BASE LOCATIONS |
| LOBBY | | ● | | | ● | ● | | | ● | | ● | | SEE RENOVATION PLAN FOR NEW WOOD BASE AND EXISTING BASE LOCATIONS |

VCT - VCT FLOOR SHALL BE TARKETT 12" X 12" X 1/8" VCT II VINYL COMPOSITION TILE. COLOR SELECTED BY OWNER. INSTALL IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. REMOVE EXCESS ADHESIVE, DUST MOP, THEN MOP FLOOR WITH MANUFACTURER APPROVED DETERGENT. APPLY THREE COATS OF HIGH QUALITY COMMERCIAL FLOOR POLISH AS RECOMMENDED BY THE MANUFACTURER. WHERE VCT ABUTS CARPET, FURNISH AND INSTALL ROPPE RUBBER EDGE GUARD. COLOR SELECTED BY OWNER.

4" RUBBER COVE BASE - RUBBER COVE BASE SHALL BE 4" WITH OUTSIDE CORNERS BY ROPPE. MINIMUM DIMENSION BETWEEN JOINTS SHALL BE 18". COLOR SELECTED BY OWNER.

PAINT - PAINT SHALL BE SHERWIN WILLIAMS. NEW WALLS - PRIMER AND 2 COATS OF PROMAR 200 INTERIOR LATEX SATIN. EXISTING WALLS - 1 COAT OF PROMAR 200 INTERIOR LATEX SATIN.

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WOOD BASE AND MILLWORK - 2 COATS OF STAIN AND POLYURETHANE SEALER TO MATCH EXISTING ADJACENT.

WORKING SCHEDULE

- ALL WORK SHALL BE DONE AS NECESSARY TO DISRUPT EXISTING OCCUPANTS AS LITTLE AS POSSIBLE DURING WORKING HOURS. VERIFY EXACT WORK SCHEDULE WITH BUILDING REPRESENTATIVE PRIOR TO BID/CONSTRUCTION.
- ALL DELIVERIES SHALL BE MADE BETWEEN THE HOURS OF 7:00AM AND 9:00AM. ANY DEVIATION FROM THIS TIME MUST BE REQUESTED AND APPROVED 24 HOURS IN ADVANCE.

EXISTING CONSTRUCTION

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO EXISTING CONSTRUCTION TO REMAIN WITHIN THE CONSTRUCTION AREA AND EXISTING CONSTRUCTION ALONG THE ACCESS ROUTE TO THE CONSTRUCTION AREA CAUSED BY HIS WORK OR THROUGH THE NEGLIGENCE OF HIS WORKMEN. ALL PATCHING AND REPAIRING OF DAMAGED WORK SHALL BE DONE UNDER THE DIRECTION OF THE BUILDING REPRESENTATIVE, AND AT THE EXPENSE OF THE CONTRACTOR.

FINISH MATERIALS

ALL CONTRACTORS APPLYING OR INSTALLING FINISH MATERIALS SHALL BE SOLELY RESPONSIBLE FOR THE FINISH OF HIS WORK AND THEREFORE SHALL NOT COMMENCE ANY PART OF IT UNTIL THE SURFACE IS IN PROPER CONDITION IN EVERY RESPECT. IF THE CONTRACTOR CONSIDERS ANY SURFACE UNSUITABLE FOR THE PROPER FINISH OF HIS WORK ON HIS PART, HE SHALL NOT APPLY ANY MATERIALS UNTIL THE UNSUITABLE SURFACES HAVE BEEN MADE SATISFACTORY, OR THE ARCHITECT HAS INSTRUCTED HIM TO PROCEED WITH THE WORK. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR CORRECTIVE MEASURES FOR UNACCEPTABLE WORK DONE ON UNSUITABLE SURFACES WITHOUT THE ARCHITECT'S CONSENT.

GENERAL NOTES :

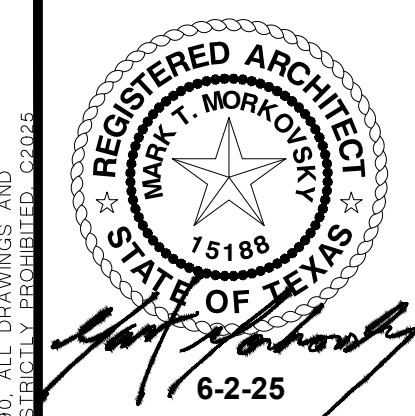
- GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL CONDITIONS, DIMENSIONS, GRADES, ETC. (BOTH NEW AND EXISTING) REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH ANY PHASE OF THIS WORK. HE WILL BE HELD RESPONSIBLE FOR ALL WORK FITTING AS INTENDED BY THESE DRAWINGS AND SPECIFICATIONS.
- ALL DIMENSIONS ARE GIVEN TO FINISH SURFACES, UNLESS OTHERWISE NOTED.
- GENERAL CONTRACTOR SHALL PROVIDE ALL OPENINGS, LINTELS, ETC. REQUIRED TO INSTALL GRILLES, LOUVERS, DUCTS, VENTS, PIPES, ETC. FOR ALL OTHER TRADES.
- THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH THE MEP AFFECTING THEIR PORTION OF THE WORK.
- GENERAL CONTRACTOR SHALL CAULK ALL JOINTS BETWEEN DIFFERENT MATERIALS. EXAMPLES INCLUDE: MILLWORK TO WALLS, SPLASHES TO WALLS, WOOD BASE TO WALLS, ACCESSORIES TO WALLS, ETC.
- GENERAL CONTRACTOR SHALL PROVIDE 2 X 6 BLOCKING OR 3/4" THICK PLYWOOD BLOCKING IN WALL FOR ALL WALL HUNG ITEMS SUCH AS, BUT NOT LIMITED TO, WALL DOOR STOPS, WALL CABINETS, ETC.

BUILDING CODE ANALYSIS:

- BASED ON 2018 INTERNATIONAL EXISTING BUILDING CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL FIRE CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL PLUMBING CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL MECHANICAL CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL ENERGY CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 NATIONAL FIRE PROTECTION CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2020 NATIONAL ELECTRIC CODE WITH RULES FOR THE ENFORCEMENT
- CLASSIFICATION OF WORK = ALTERATIONS - LEVEL 2
- EXISTING BUILDING IS NOT SPRINKLED
- AREA TO BE ALTERED = APPROX 830 SQ. FT.

INDEX OF DRAWINGS:

- A-1 DEMOLITION, POWER AND LIGHTING PLANS, CODE ANALYSIS
- A-2 RENOVATION PLAN AND ELEVATIONS
- A-3 SECTIONS AND DETAILS



ALTERATIONS TO THE CITY OF SEGUIN MUNICIPAL BUILDING
205 NORTH RIVER STREET
SEGUIN, TEXAS

MORKOVSKY + ASSOCIATES, INC.
ARCHITECT - PLANNER - CONSULTANT
SAN ANTONIO, TEXAS
WWW.MORKOVSKYIA.COM
(P) 210 - 341 - 5565



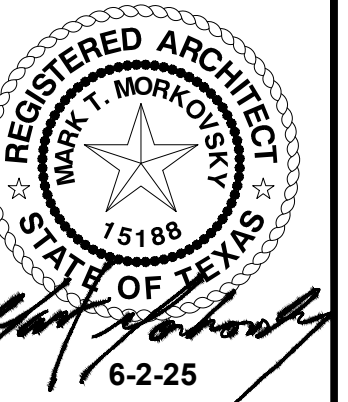
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DRAWN BY: CAM

PROJECT NUMBER: CT 25-001

SHEET NUMBER: A-1
1 OF 3

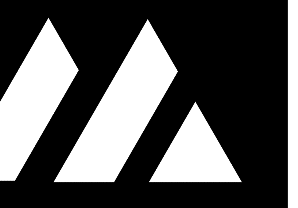
REVISED: 7-14-25

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS INTENDED FOR USE ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. THE ARCHITECT AND ASSOCIATES SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT AND ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT AND ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT AND ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.



ALTERATIONS TO THE CITY OF SEGUIN MUNICIPAL BUILDING
205 NORTH RIVER STREET
SEGUIN, TEXAS

MORKOVSKY + ASSOCIATES, INC.
ARCHITECT - PLANNER - CONSULTANT
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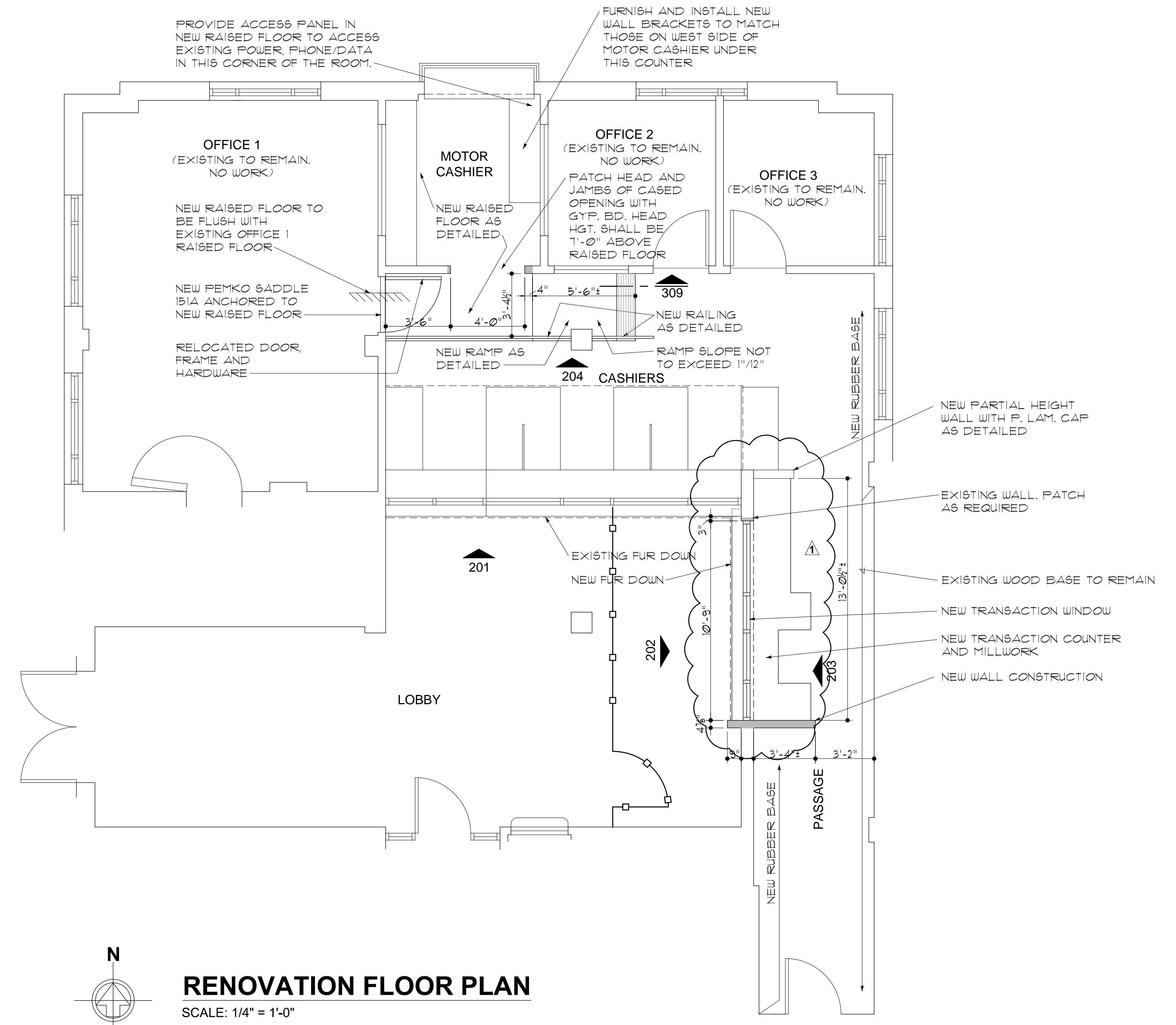
DATE: 6-2-25
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PROJECT NUMBER: CT 25-001

SHEET NUMBER: A-2
2 OF 3

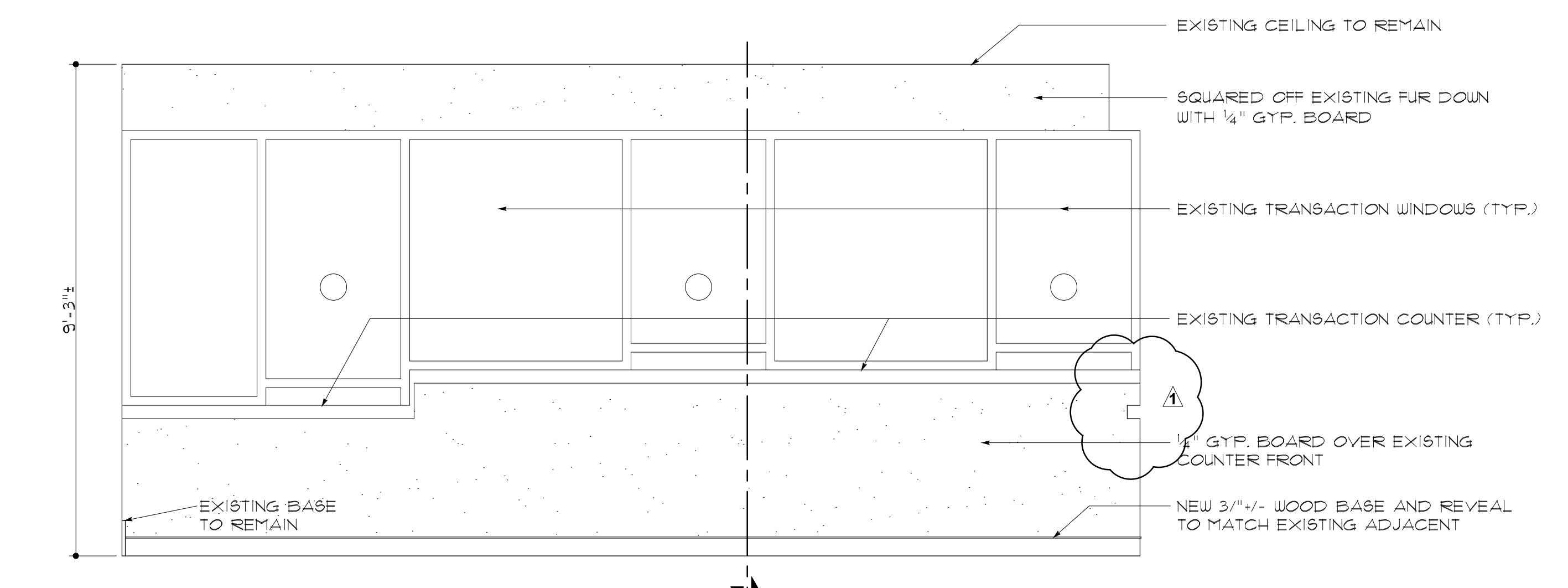
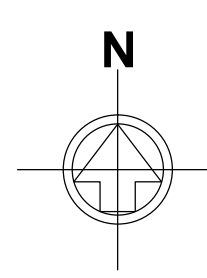
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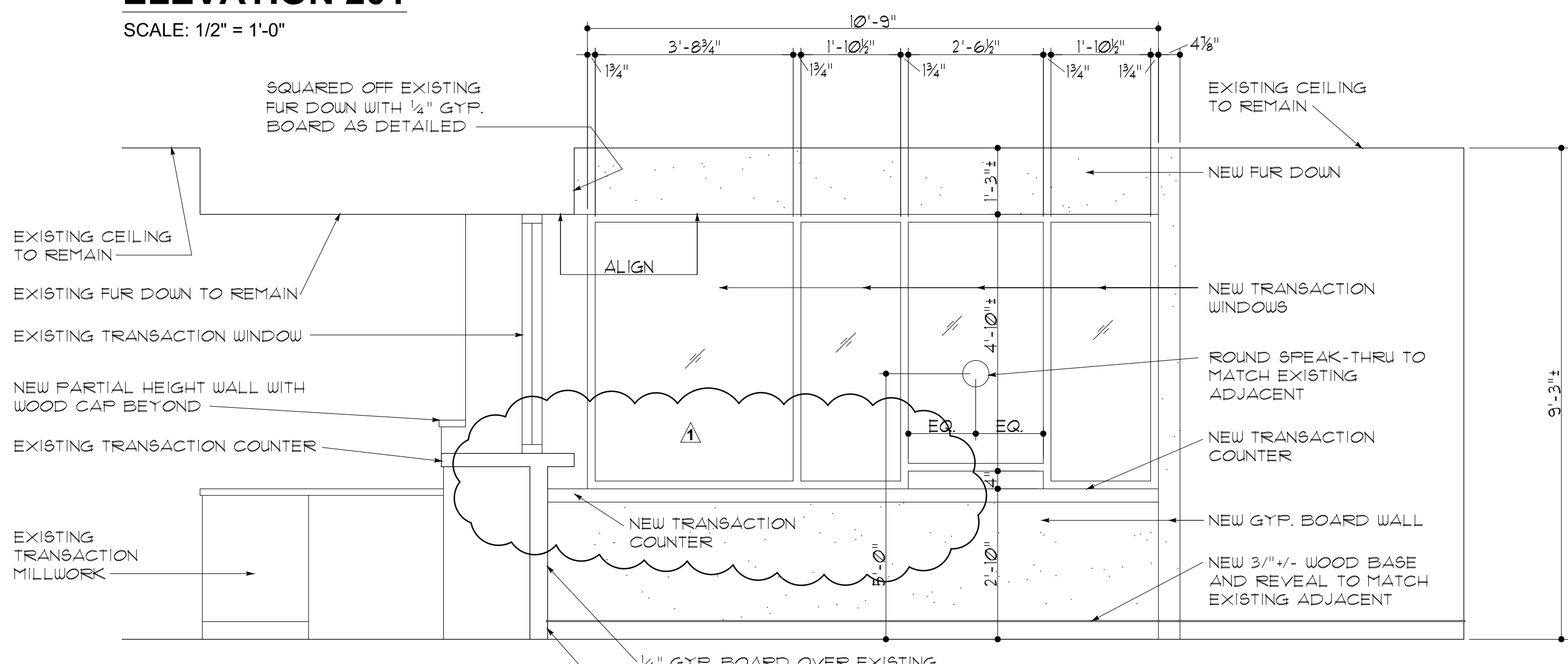
RENOVATION FLOOR PLAN

SCALE: 1/4" = 1'-0"



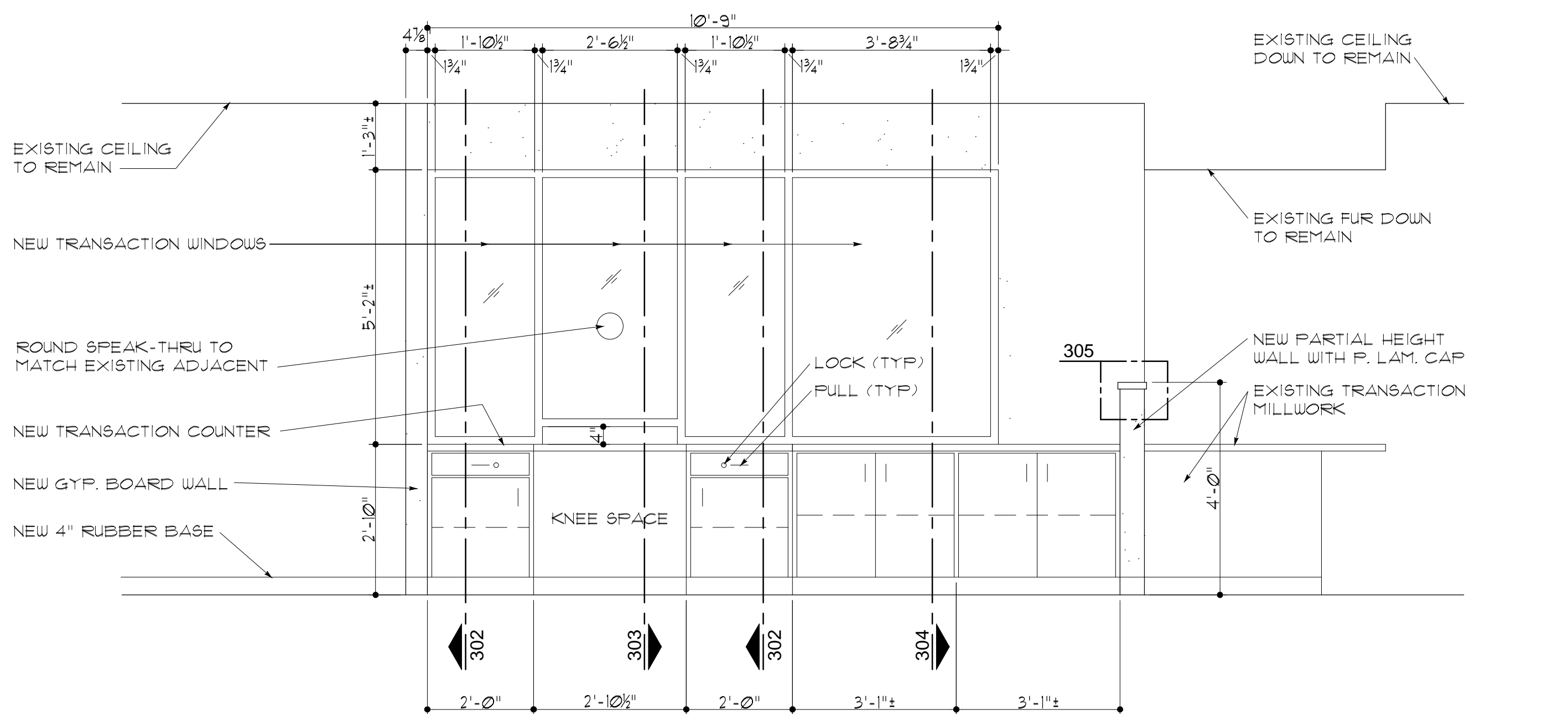
ELEVATION 201

SCALE: 1/2" = 1'-0"



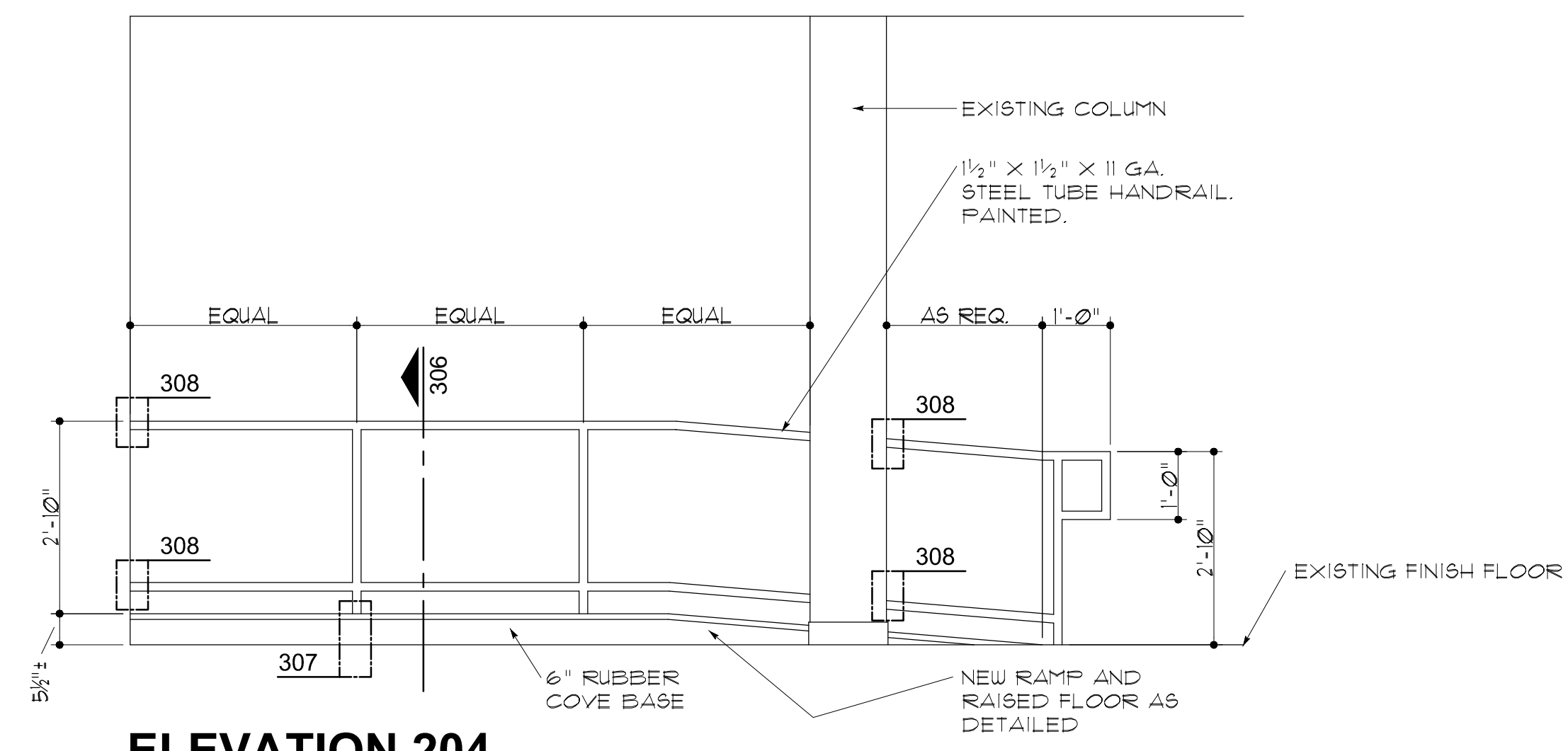
ELEVATION 202

SCALE: 1/2" = 1'-0"



ELEVATION 203

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ELEVATION 204

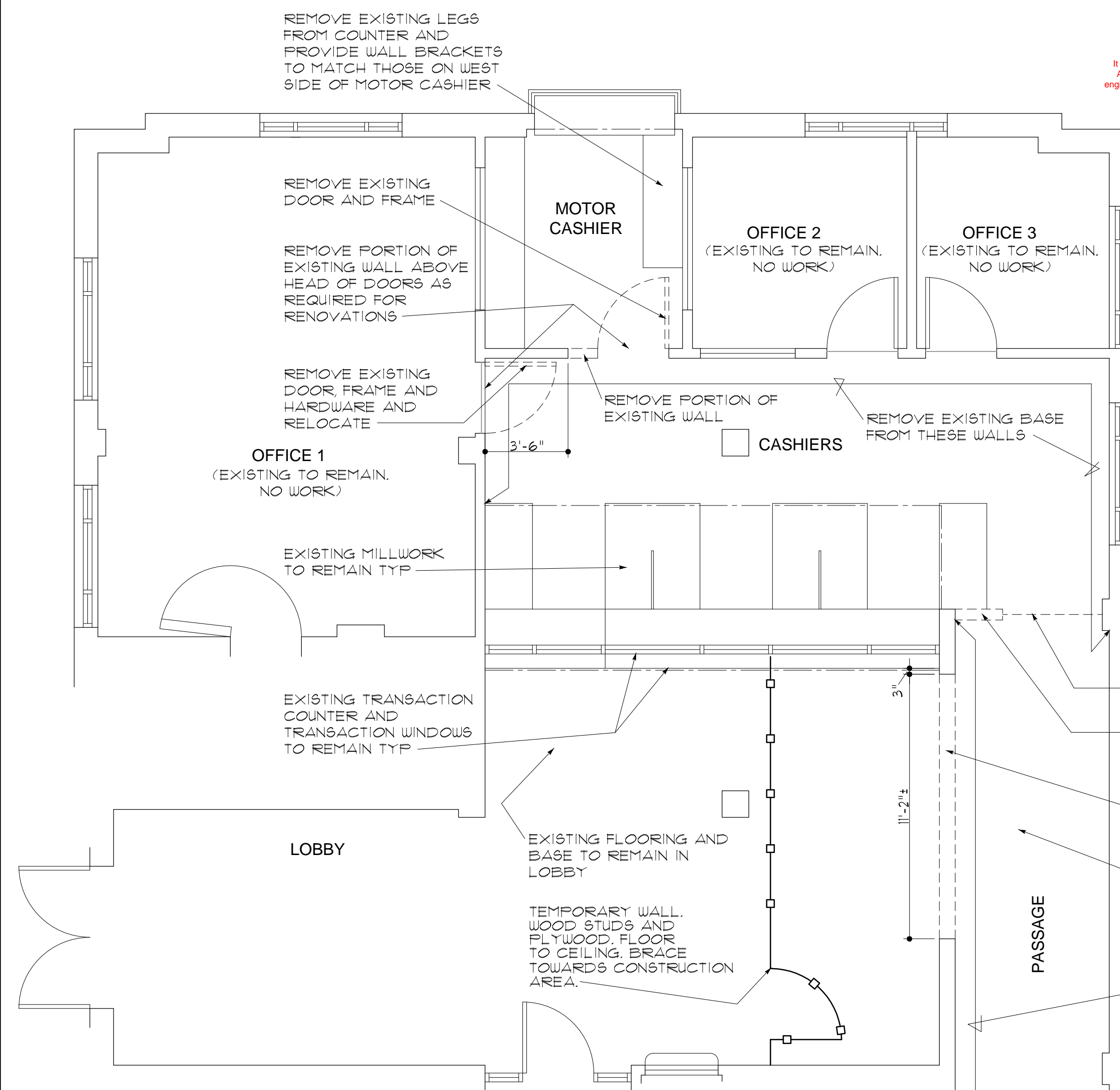
SCALE: 1/2" = 1'-0"

APPROVED

It is the responsibility of the property owner to comply with the deed restrictions. All responsibility for the adequacy and accuracy of these plans remains with the engineer who prepared them in approving these plans. The City of Seguin is relying on the adequacy and accuracy of the work of the design engineer.

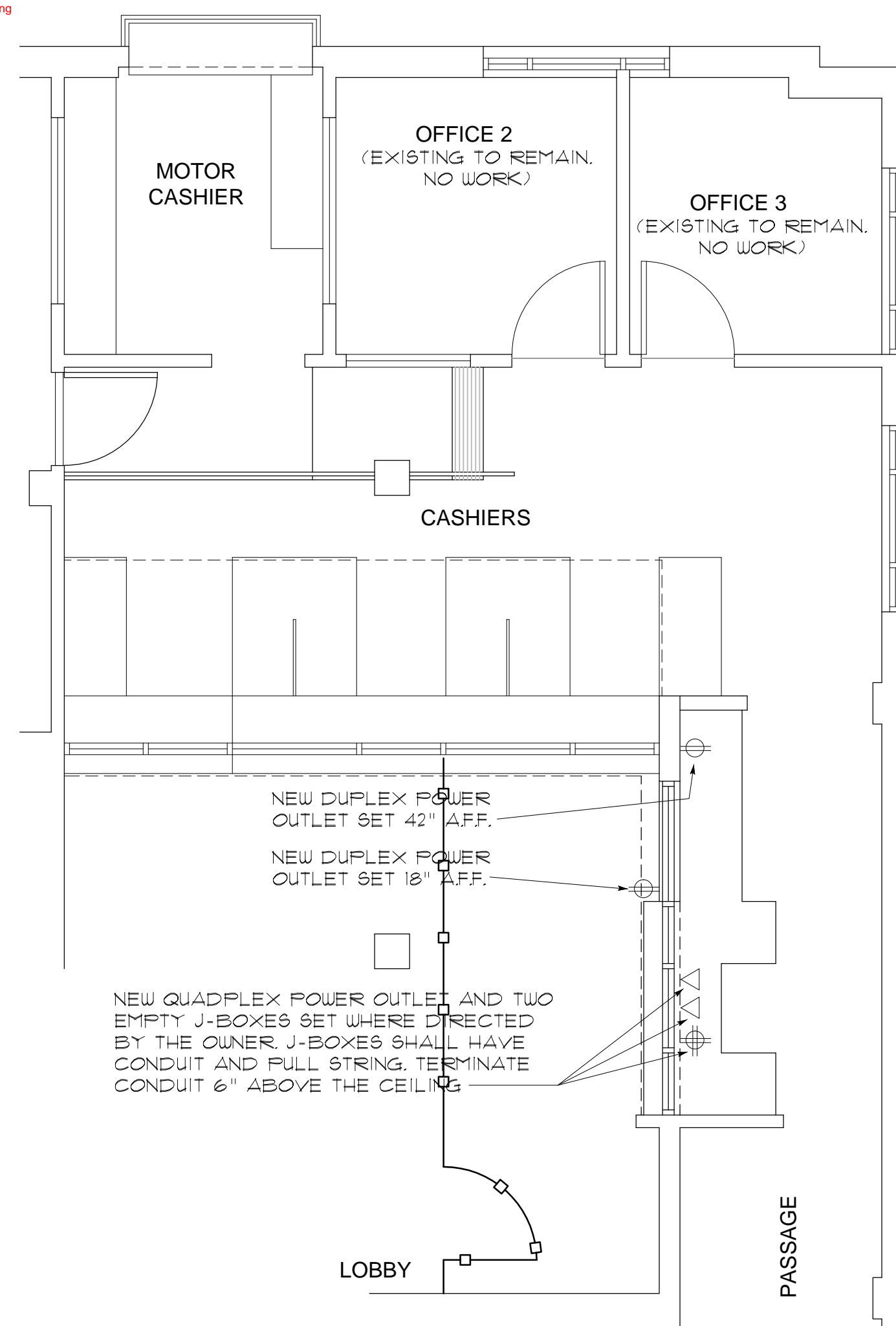
06/23/2025

Wes Carter



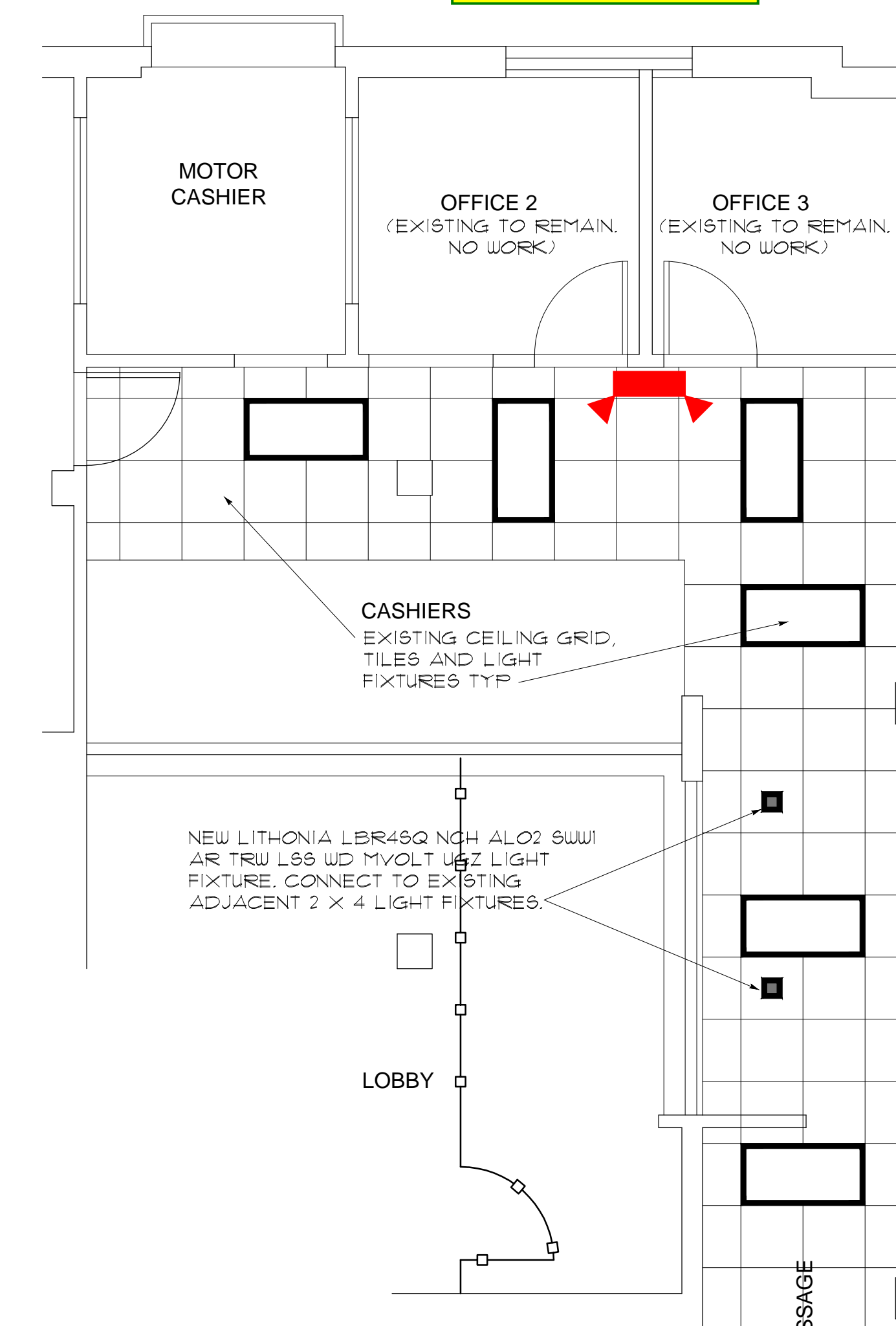
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| CASHIERS | | ● | ● | | | | | ● | | ● | | NEW VCT AT RAMP | |
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| PASSAGE | ● | | ● | ● | | | | ● | | ● | | SEE RENOVATION PLAN FOR 4" RUBBER COVE BASE LOCATIONS | |
| LOBBY | ● | | ● | ● | | | | ● | | ● | | SEE RENOVATION PLAN FOR NEW WOOD BASE AND EXISTING BASE LOCATIONS | |

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CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO EXISTING CONSTRUCTION TO REMAIN WITHIN THE CONSTRUCTION AREA AND EXISTING CONSTRUCTION ALONG THE ACCESS ROUTE TO THE CONSTRUCTION AREA CAUSED BY HIS WORK OR THROUGH THE NEGLIGENCE OF HIS WORKMEN. ALL PATCHING AND REPAIRING OF DAMAGED WORK SHALL BE DONE UNDER THE DIRECTION OF THE BUILDING REPRESENTATIVE, AND AT THE EXPENSE OF THE CONTRACTOR.

FINISH MATERIALS

ALL CONTRACTORS APPLYING OR INSTALLING FINISH MATERIALS SHALL BE SOLELY RESPONSIBLE FOR THE FINISH OF HIS WORK AND THEREFORE SHALL NOT COMMENCE ANY PART OF IT UNTIL THE SURFACE IS IN PROPER CONDITION IN EVERY RESPECT. IF THE CONTRACTOR CONSIDERS ANY SURFACE UNSUITABLE FOR THE PROPER FINISH OF HIS WORK ON HIS PART, HE SHALL NOT APPLY ANY MATERIALS UNTIL THE UNSUITABLE SURFACES HAVE BEEN MADE SATISFACTORY, OR THE ARCHITECT HAS INSTRUCTED HIM TO PROCEED WITH THE WORK. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR CORRECTIVE MEASURES FOR UNACCEPTABLE WORK DONE ON UNSUITABLE SURFACES WITHOUT THE ARCHITECT'S CONSENT.

GENERAL NOTES :

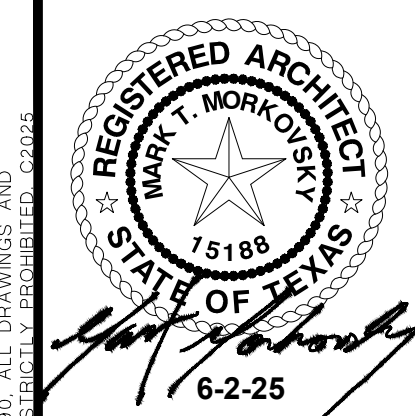
- GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL CONDITIONS, DIMENSIONS, GRADES, ETC. (BOTH NEW AND EXISTING) REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH ANY PHASE OF THIS WORK. AS HE WILL BE HELD RESPONSIBLE FOR ALL WORK FITTING AS INTENDED BY THESE DRAWINGS AND SPECIFICATIONS.
- ALL DIMENSIONS ARE GIVEN TO FINISH SURFACES, UNLESS OTHERWISE NOTED.
- GENERAL CONTRACTOR SHALL PROVIDE ALL OPENINGS, LINTELS, ETC. REQUIRED TO INSTALL GRILLES, LOUVERS, DUCTS, VENTS, PIPES, ETC. FOR ALL OTHER TRADES.
- THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH THE MEP AFFECTING THEIR PORTION OF THE WORK.
- GENERAL CONTRACTOR SHALL CAULK ALL JOINTS BETWEEN DIFFERENT MATERIALS. EXAMPLES INCLUDE: MILLWORK TO WALLS, SPLASHERS TO WALLS, WOOD BASE TO WALLS, ACCESSORIES TO WALLS, ETC.
- GENERAL CONTRACTOR SHALL PROVIDE 2 X 6 BLOCKING OR 3/4" THICK PLYWOOD BLOCKING IN WALL FOR ALL WALL HUNG ITEMS SUCH AS, BUT NOT LIMITED TO, WALL DOOR STOPS, WALL CABINETS, ETC.

BUILDING CODE ANALYSIS:

- BASED ON 2018 INTERNATIONAL EXISTING BUILDING CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL FIRE CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL PLUMBING CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL MECHANICAL CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 INTERNATIONAL ENERGY CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2018 NATIONAL FIRE PROTECTION CODE WITH RULES FOR THE ENFORCEMENT
- BASED ON 2020 NATIONAL ELECTRIC CODE WITH RULES FOR THE ENFORCEMENT
- CLASSIFICATION OF WORK = ALTERATIONS - LEVEL 2
- EXISTING BUILDING IS NOT SPRINKLED
- AREA TO BE ALTERED = APPROX 830 SQ. FT.

INDEX OF DRAWINGS:

- A-1 DEMOLITION, POWER AND LIGHTING PLANS, CODE ANALYSIS
- A-2 RENOVATION PLAN AND ELEVATIONS
- A-3 SECTIONS AND DETAILS



ALTERATIONS TO THE CITY OF SEGUIN MUNICIPAL BUILDING
205 NORTH RIVER STREET
SEGUIN, TEXAS

MORKOVSKY + ASSOCIATES, INC.
ARCHITECT - PLANNER - CONSULTANT
SAN ANTONIO, TEXAS
WWW.MORKOVSKYIA.COM
(P) 210 - 341 - 5565

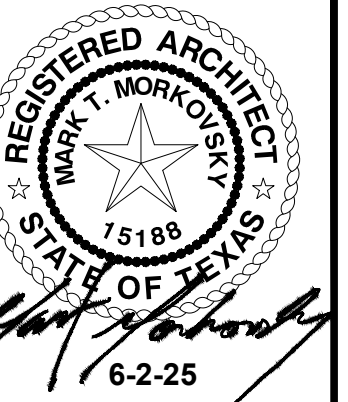


DATE: 6-2-25
DRAWN BY: CAM

PROJECT NUMBER: CT 25-001

SHEET NUMBER: A-1
1 OF 3
REVISED

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS INTENDED FOR USE ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. THE ARCHITECT AND ASSOCIATES SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE COMPLETION OF THE PROJECT. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY THE ARCHITECT AND ASSOCIATES. THE ARCHITECT AND ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS OR FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS. THE ARCHITECT AND ASSOCIATES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.



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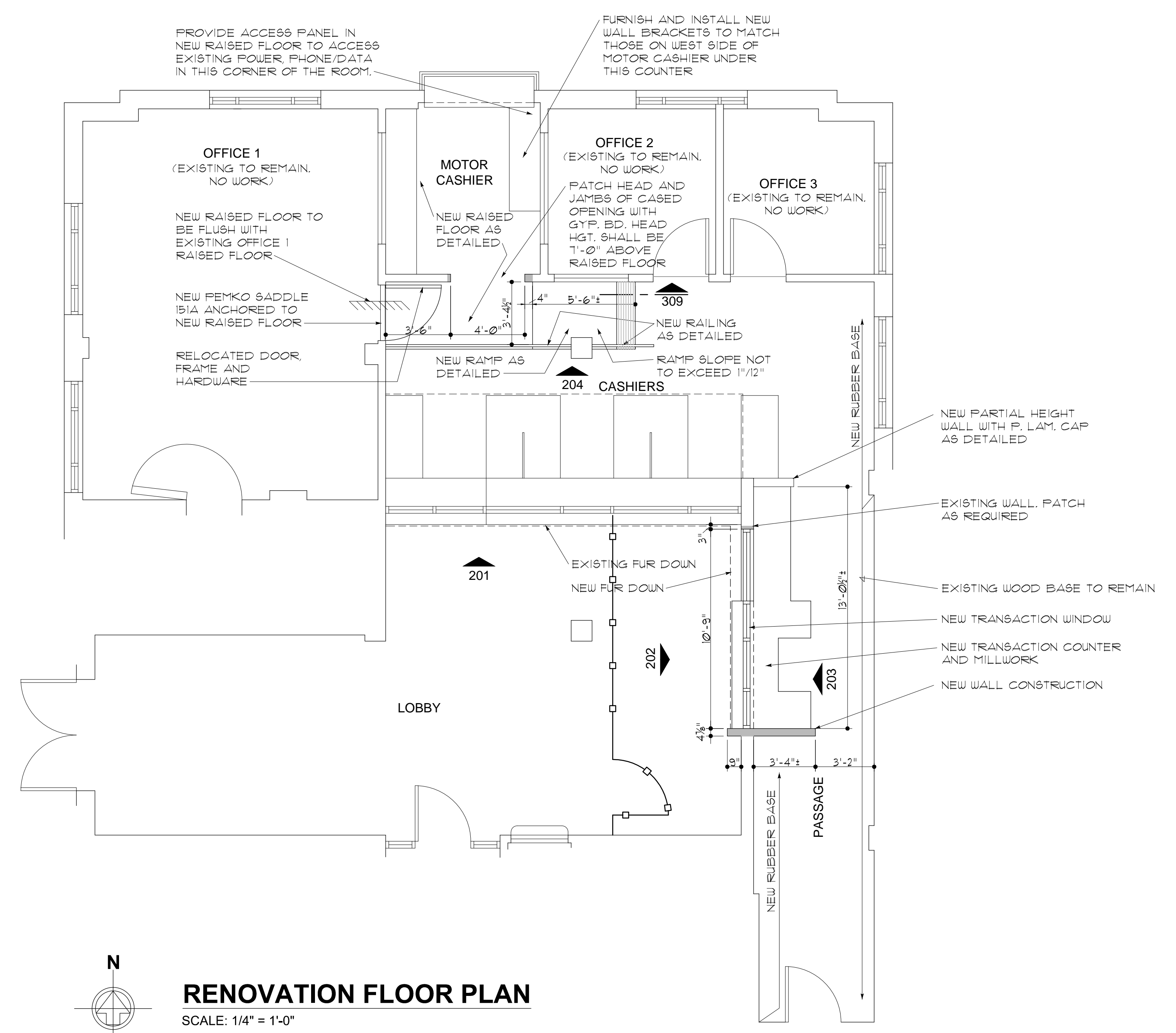
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PROJECT NUMBER: CT 25-001

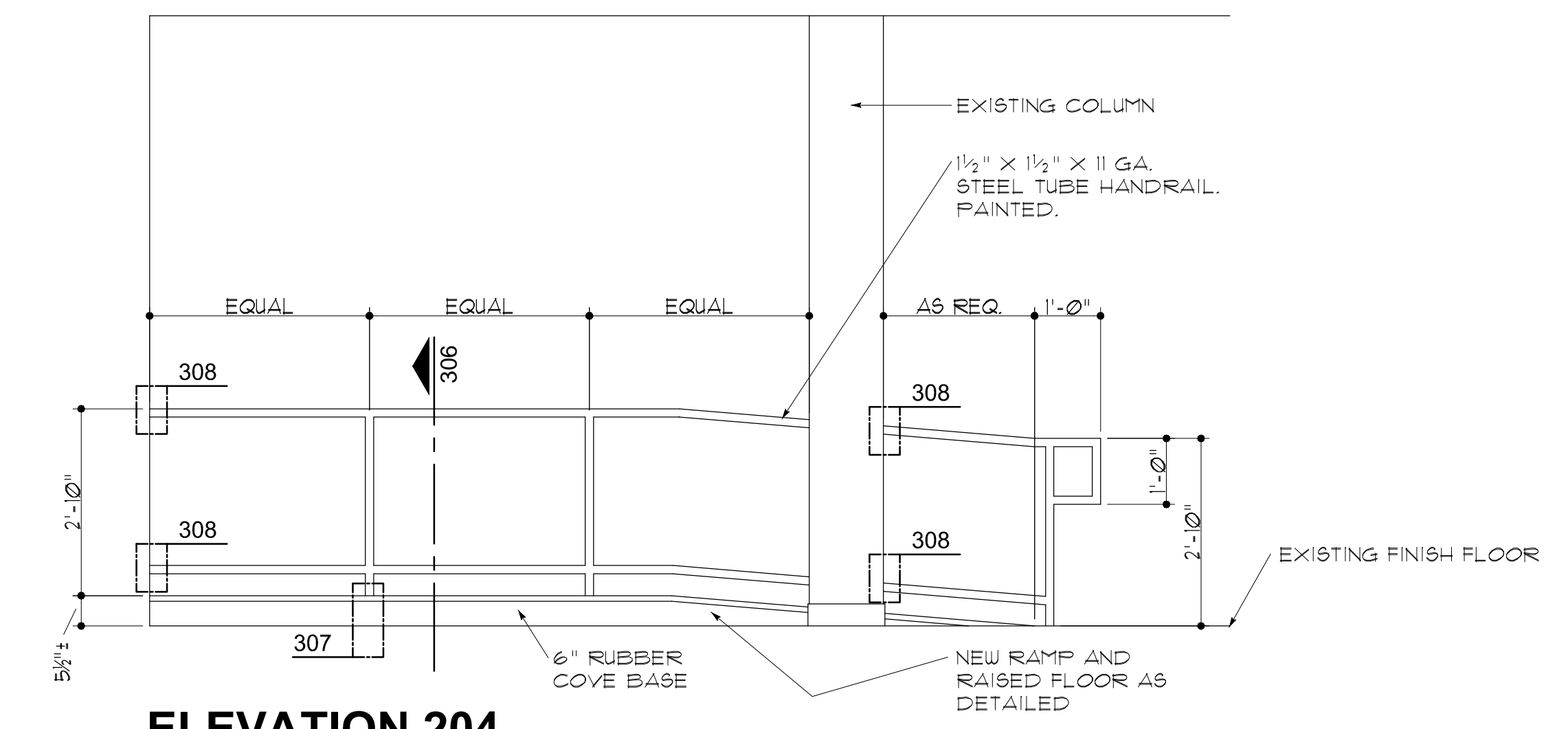
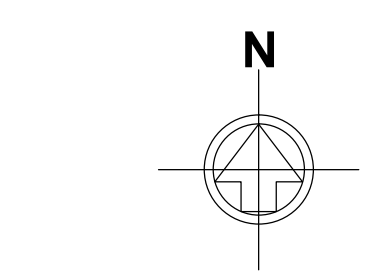
SHEET NUMBER: A-2
2 OF 3

REVISED

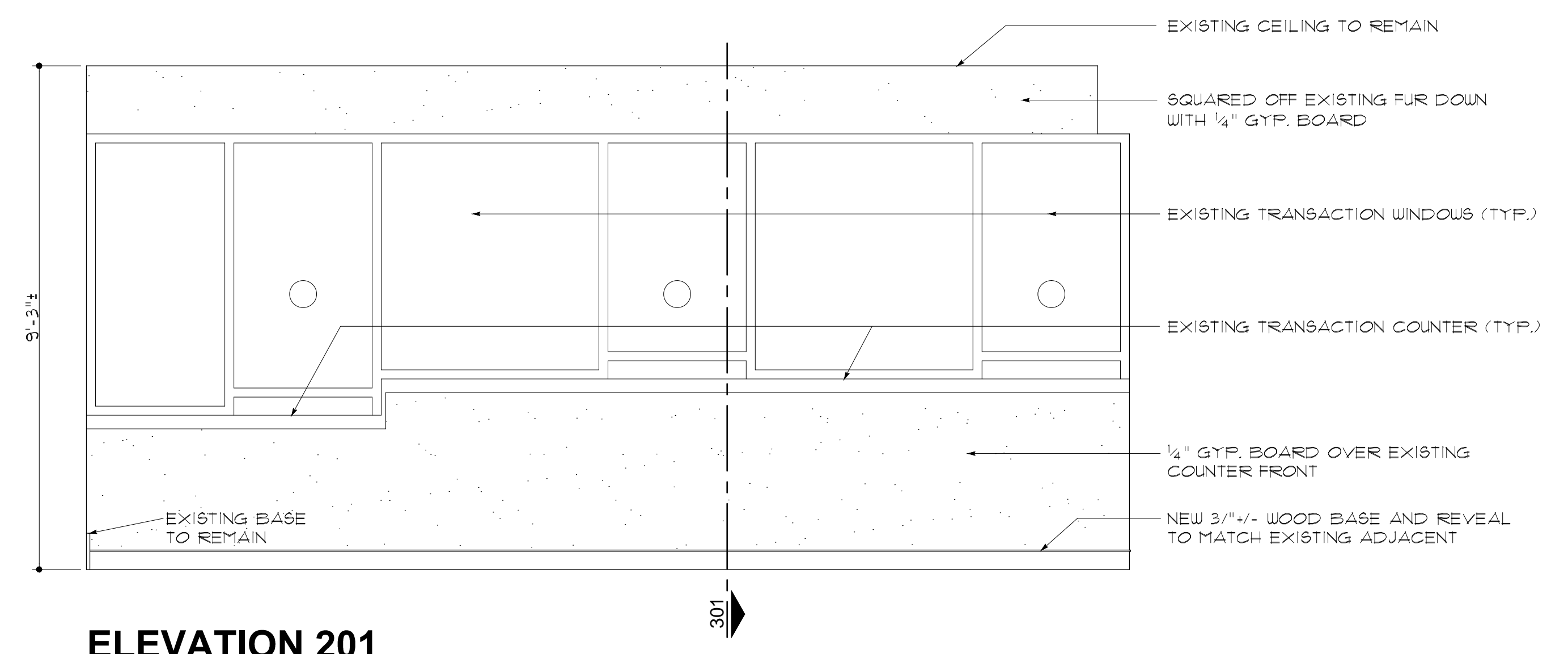
THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS INTENDED FOR USE ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. THE ARCHITECT AND SHALL BE HELD RESPONSIBLE TO THE COMPLETION OF THE CONSTRUCTION WORK. PRESENT TO THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1976. ALL DRAWINGS AND SPECIFICATIONS, DEAS AND DESIGNS INCLUDING THE OVERALL FORM, ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS APPEARING HEREIN, CONSTITUTE THE ORIGINAL, COPYRIGHTED WORK OF THE ARCHITECT. ANY REPRODUCTION, IN WHOLE OR IN PART, WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT, IS PROHIBITED.



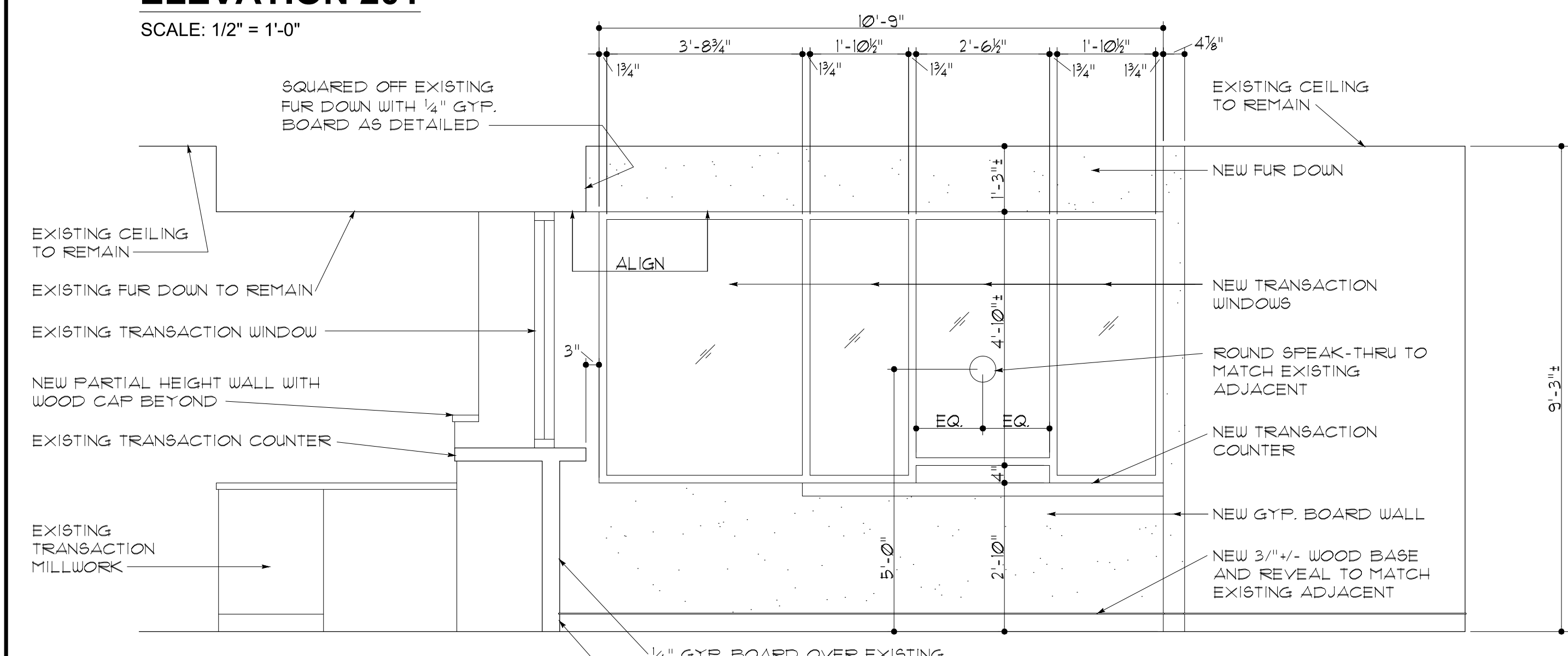
RENOVATION FLOOR PLAN
SCALE: 1/4" = 1'-0"



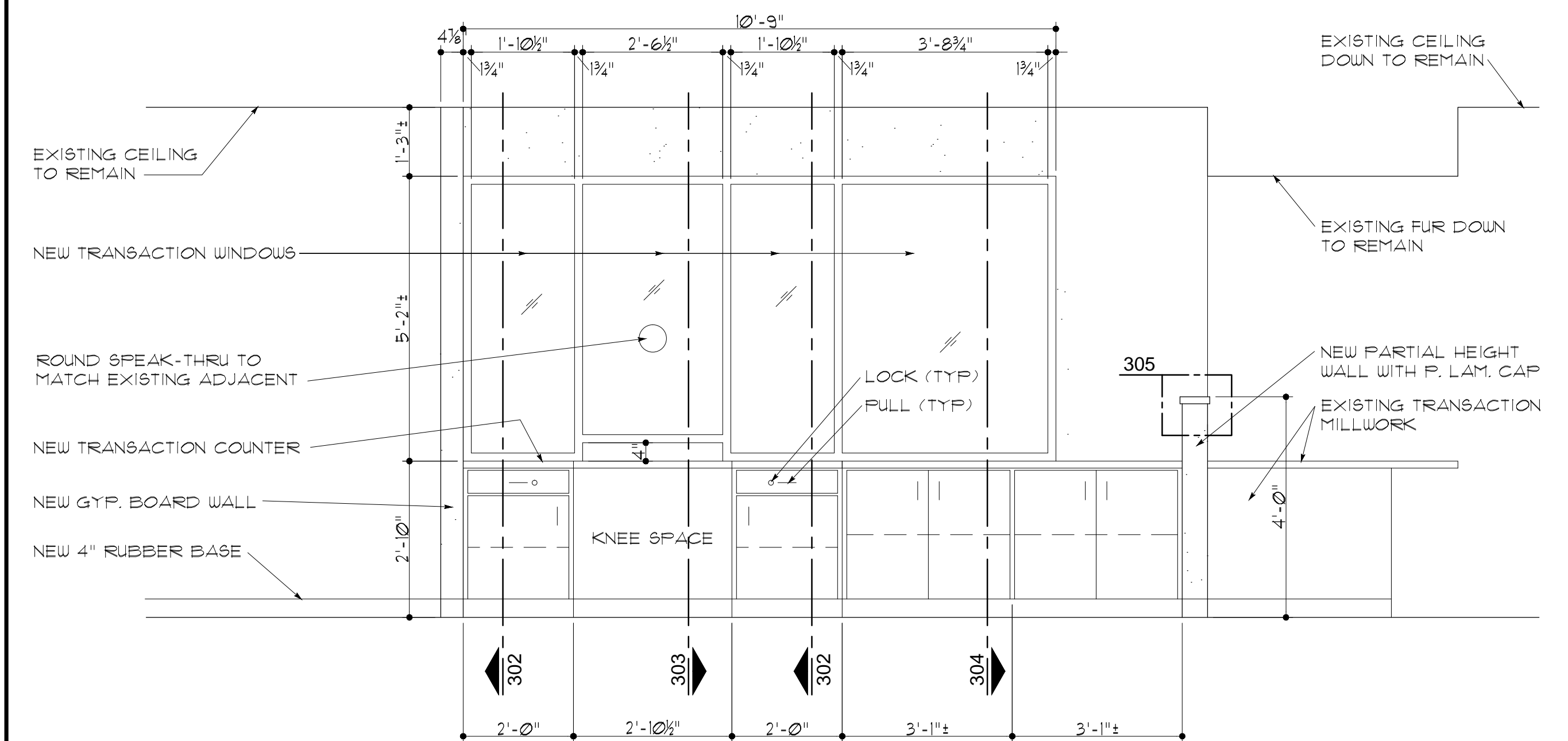
ELEVATION 204
SCALE: 1/2" = 1'-0"



ELEVATION 201
SCALE: 1/2" = 1'-0"

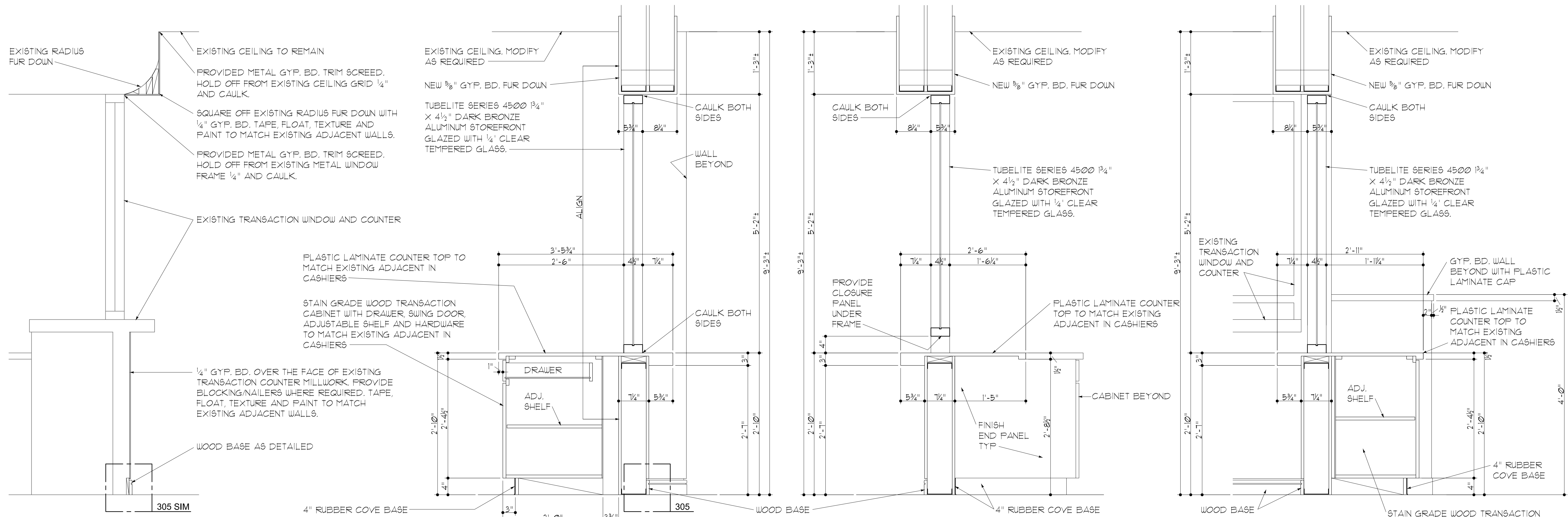


ELEVATION 202
SCALE: 1/2" = 1'-0"



ELEVATION 203
SCALE: 1/2" = 1'-0"



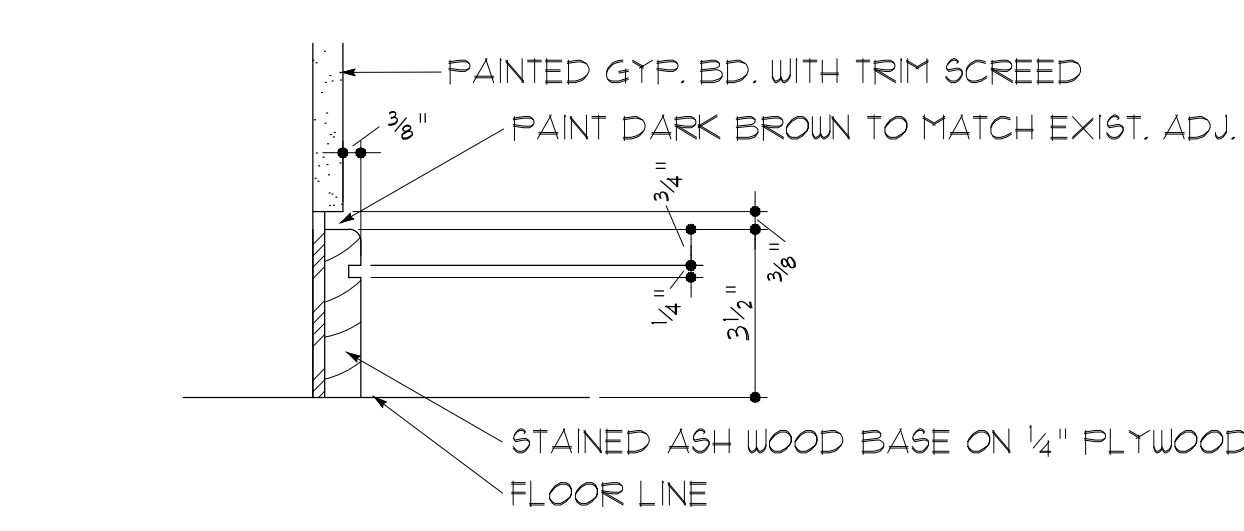


SECTION 301
SCALE: 1" = 1'-0"

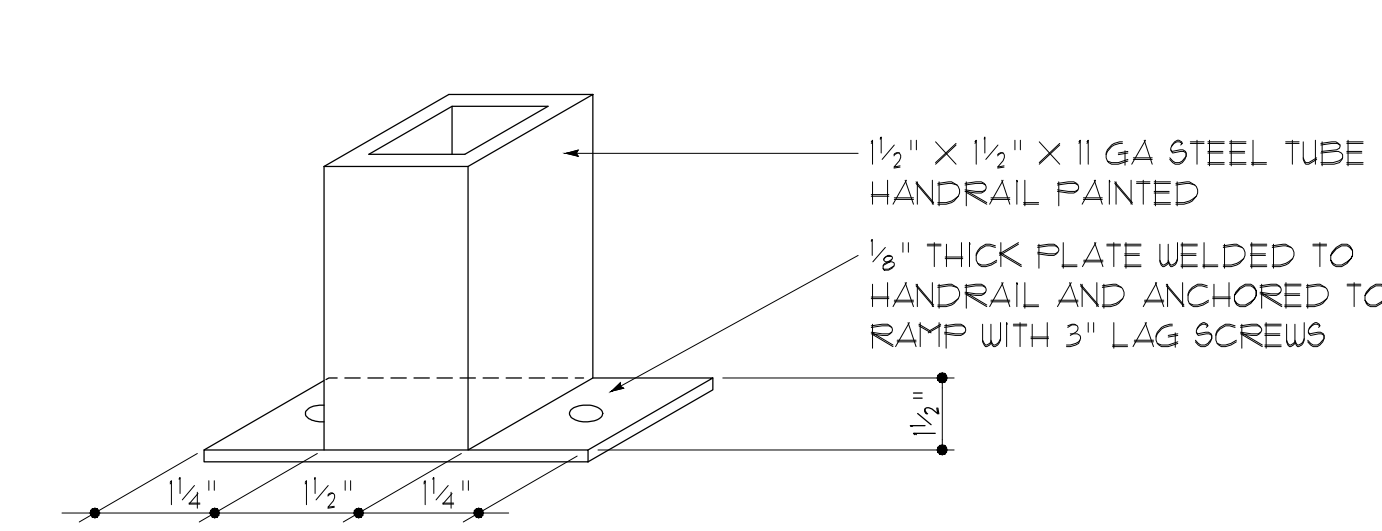
SECTION 302
SCALE: 1" = 1'-0"

SECTION 303
SCALE: 1" = 1'-0"

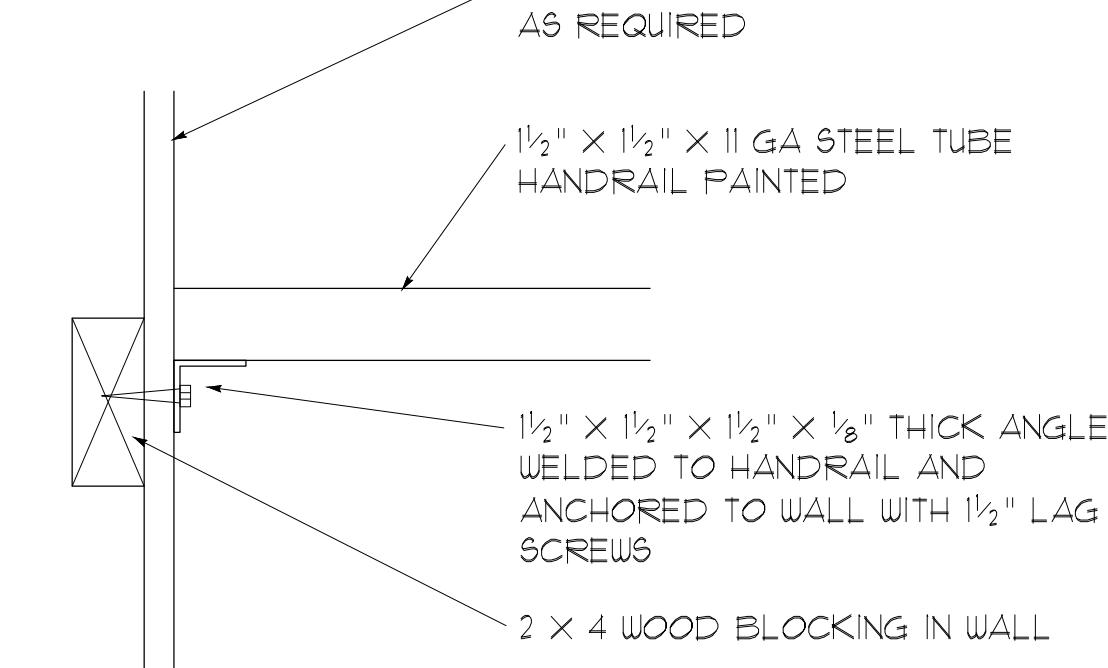
SECTION 304
SCALE: 1" = 1'-0"



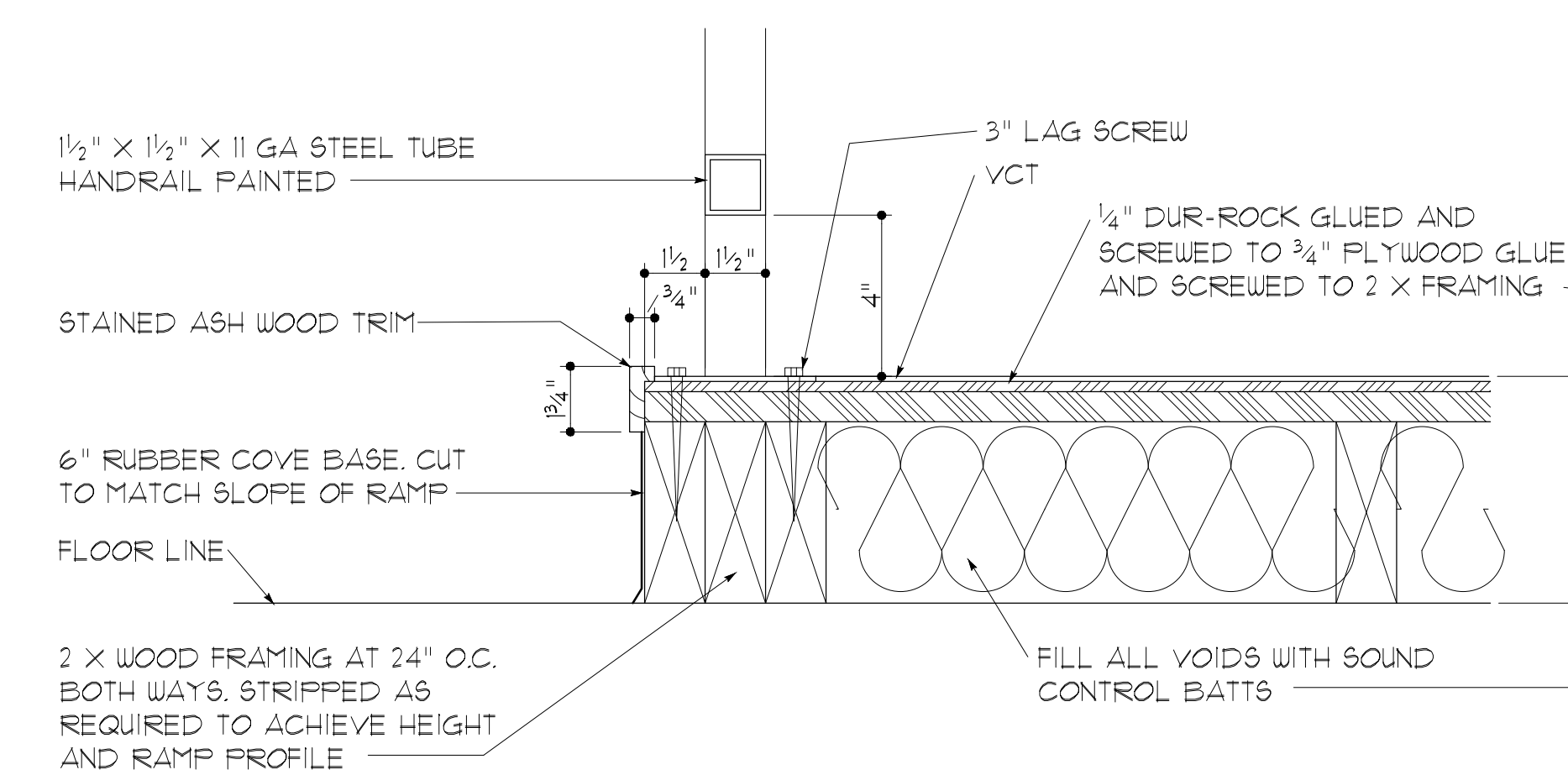
DETAIL 305
SCALE: 3" = 1'-0"



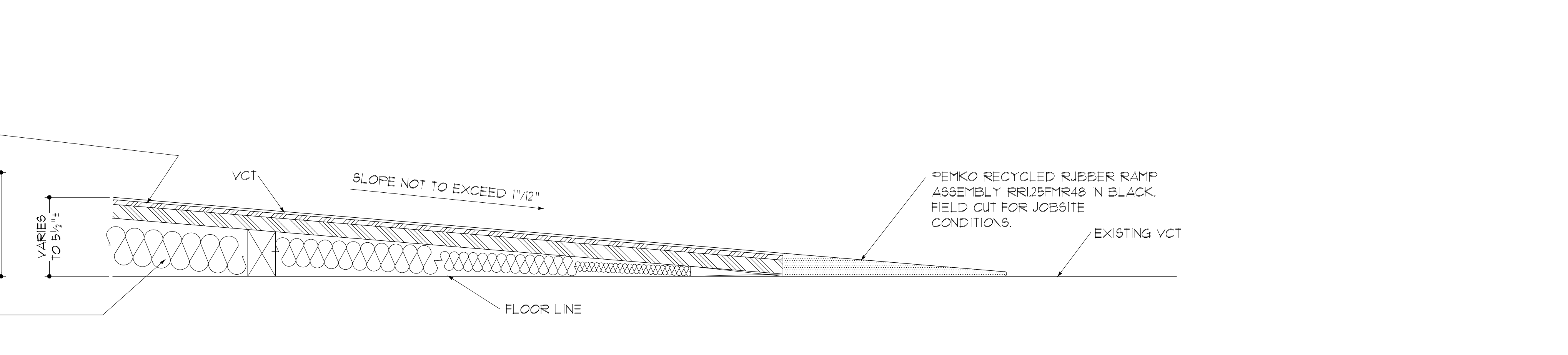
DETAIL 307
SCALE: 6" = 1'-0"



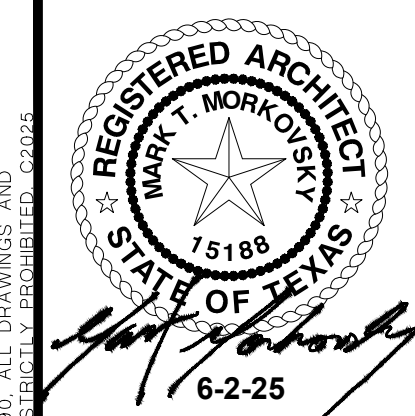
DETAIL 308
SCALE: 3" = 1'-0"



DETAIL 306
SCALE: 3" = 1'-0"



DETAIL 309
SCALE: 3" = 1'-0"



ALTERATIONS
TO THE
CITY OF SEGUIN MUNICIPAL BUILDING
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| | |
|--------------------------------------|-----------------|
| | |
| DATE 6-2-25 | DRAWN BY CAM |
| PROJECT NUMBER CT 25-001 | |
| SHEET NUMBER A-3 3 OF 3 | |
| REVISED | |

ATTACHMENT A
(Revised 5/23/23)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

| <u>TYPE</u> | <u>AMOUNT</u> |
|---|----------------------------|
| 1. Workers' Compensation and Employer's Liability | Statutory |
| NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment. | |
| 2. Commercial General (public) Liability including coverage for the following: | |
| a. Premises operations | \$1,000,000 per occurrence |
| b. Independent contractors | \$2,000,000 aggregate |
| c. Products/completed operations | |
| d. Personal injury | |
| e. Advertising injury | |
| f. Contractual liability | |
| g. Medical payments | |
| h. Professional liability* | |
| i. Underground hazard* | |
| j. Explosion and collapse hazard* | |
| k. Liquor liability* | |
| l. Fire legal liability* | |
| m. City's property in Contractor's* care, custody, or control | |
| n. Asbestos specific liability* | |
| * Not required for this contract | |
| 3. Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for: | \$1,000,000 per occurrence |
| a. Owned/leased vehicles | |

- b. Non-owned vehicles
 - c. Hired vehicles
4. **Errors and Omissions** insurance policy (when applicable) \$1,000,000 per occurrence or claim
\$2,000,000 aggregate for the willful or negligent acts or omissions of any no less than officers, employees or agents thereof
5. **Cyber** (when applicable) \$2,000,000

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|-------------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

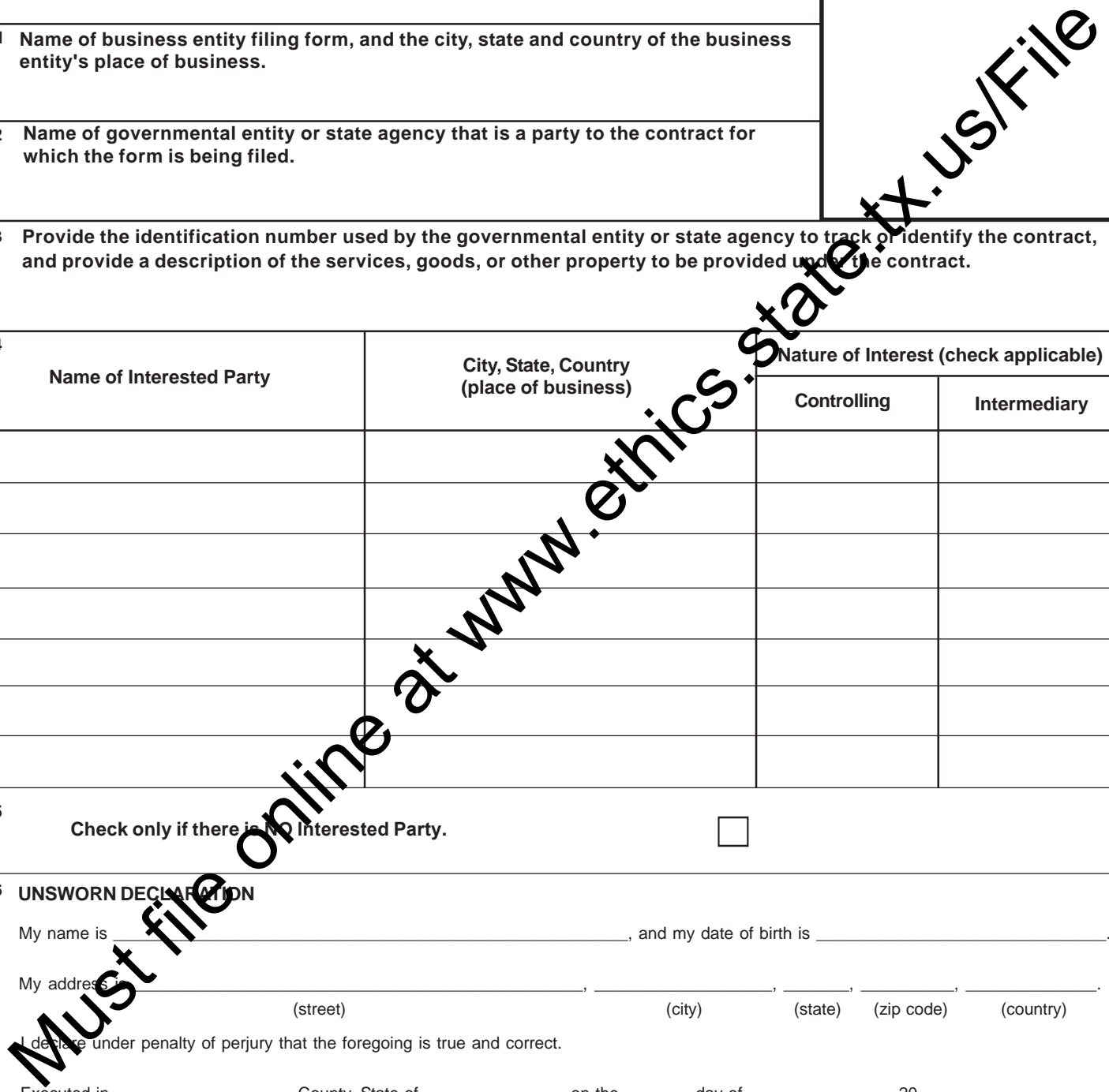
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITION OF TERMS

- 1.01. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of all documents that are a part of this bid package, as well as all documents referenced by URL or website address within this bid package. Such Contract Documents may include, but are not limited to the Notice to Contractors (Advertisement), Instructions to Bidders, Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Minority Business Utilization Requirements (when required), Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, General Conditions of Agreement, General Conditions of Bidding, Notice to Contractors, Technical Specifications and Plans. All work performed by Contractor pursuant to the Contract Documents shall herein be referred to as the "WORK".

- 1.02. **SUBCONTRACTOR.** The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- 1.03. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.04. **WORK NOTICE.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kinds and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 1.05. **WORKING DAY.** A "Working Day" is defined as any day the weather or other conditions, not under the control of the contractor, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays may be excluded if no work is performed.
- 1.06. **CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.
- 1.07. **SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its

intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE CONTRACTOR

- 2.01. **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements.

The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and his property or any other persons as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the OWNER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

The CONTRACTOR shall be responsible for all materials delivered to him for all parts of the work, including that which has been partially paid for, until final acceptance of the entire work, and shall be liable for all losses or damages thereto which may occur during the progress of construction and before final acceptance. The CONTRACTOR shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

- 2.02. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 2.03. **CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent agents, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER shall inform him in writing that agent(s) on

the work are, in CONTRACTOR'S opinion, incompetent, unfaithful or disorderly, such agent(s) shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

- 2.04. **CHANGES AND ALTERATIONS.** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work. If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 3.01. **RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agents or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
- 3.02. **COLLATERAL CONTRACTS.** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- 3.03. **DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the OWNER shall define which is intended to apply to the work.
- 3.04. **EQUIPMENT, MATERIALS AND CONSTRUCTION PLANS.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.
- 3.05. **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and other on or near the work and shall comply with all applicable provisions of federal, state and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with federal, state, or municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

All permits for securing materials, storage space for materials, plant sites, material yards, camp sites, right to pass upon private property and all such other permits and licenses as he shall desire, or which are necessary for the proper execution of the work, must be secured by the CONTRACTOR at his expense.

- 3.06. **PERFORMANCE AND PAYMENT BONDS.** Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract, and it is agreed that this Contract

shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER. Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal. A Performance Bond is required for projects \$100,000 or greater and Payment Bonds are required for projects \$50,000 or greater.

- 3.07. LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.
- 3.08. PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR is required to replace or repair, if necessary, any portion of pavement or structure adjoining his work which may have suffered through his operations, and all adjacent paving or other structures shall be left in a satisfactory and workmanlike condition, at least equal to that existing before the CONTRACTOR hereunder started his work. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract.
- 3.09. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND SUPPLIERS OF MACHINERY, EQUIPMENT AND SUPPLIES. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived, if the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his surety.
- 3.10. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall

defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

- 3.11. LAWS AND ORDINANCE. The CONTRACTOR shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws, ordinances and regulations, whether by the CONTRACTOR or his employees. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.
- 3.12. ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and he will not assign by Power of Attorney, or otherwise, or sublet said contract, and that no part or feature of the work will be sublet to anyone objectionable to the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
- 3.13. INDEMNIFICATION. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON AND DAMAGES TO PROPERTY ARISING OUT OF THE CONSTRUCTION OF SAID IMPROVEMENTS OR THE OPERATIONS EMBRACED BY THIS CONTRACT AND INCLUDING ACTS OR OMISSIONS OF THE OWNER IN CONNECTION WITH SAID CONSTRUCTION.
- 3.14. CASUALTY INSURANCE. The CONTRACTOR shall, within one week after signing the contract and before any work shall start, furnish the owner with certificates of insurance satisfactory to the owner indicating the existence of the coverages noted in Attachment A.

4. PROSECUTION OF WORK

- 4.01. TIME AND ORDER OF COMPLETION. The CONTRACTOR shall commence work within ten (10) days after order to proceed and shall prosecute the work systematically and energetically so that all of his work will be completed within the contract time.
- 4.02. HINDRANCES AND DELAYS. For delays occasioned by any act, neglect or default of the OWNER, the OWNER shall not be held liable for damages on account thereof, but an extension of time shall be granted to the CONTRACTOR for the completion of this contract, equivalent to the delays so caused.
- 4.03. EXTENSION OF TIME. Additional time shall be allowed the CONTRACTOR for events of Force Majeure, as defined in this bid package. Claims for additional time shall be presented to the OWNER at the end of each month covering delays during that month. Claims not so timely presented will not be considered.

5. MEASUREMENT AND PAYMENT

- 5.01. QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
- 5.02. ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised considered upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement.

- 5.03. PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract.

Payment for all unit priced items shall be at the applicable contract unit prices shown in the Proposal and measured in accordance with the specifications for the payment item. However, payment under a lump sum contract shall be due, only upon completion of all work contemplated by this Agreement and the acceptance of same by the OWNER, and nothing herein shall be construed as entitling the CONTRACTOR to an earlier payment, either partial or total.

The CONTRACTOR hereby agrees to receive such prices in full for furnishing all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the

same and the whole thereof in the manner and according to this Agreement.

- 5.04. PARTIAL PAYMENTS. On or before the 5th day of each month, the CONTRACTOR shall prepare and submit to the OWNER for approval or modification, a statement showing as completely as practicable the total value of the work done by the CONTRACTOR and sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR shall receive payment of the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

- 5.05. USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER may determine.
- 5.06. FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed or substantially completed, the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, OWNER shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day after the date of completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.
- 5.07. PARTIAL ACCEPTANCE. The OWNER may at any time request CONTRACTOR in writing to permit OWNER to beneficially occupy such part of the WORK which OWNER believes to be ready for intended use. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER OF RECORD that said part of the WORK is substantially complete and request the ENGINEER OF RECORD to issue an Acceptance Letter, for only part of the WORK. Warranties as provided under Article 5.08 on that part of the WORK beneficially occupied by OWNER will commence upon issuance of the Partial Acceptance Letter.
- 5.08. WARRANTY. During a period of twenty-four (24) months from and after the date of the Acceptance Letter or Partial Acceptance Letter, the CONTRACTOR shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgement of the OWNER shall become necessary during such period. Warranty under this section shall include any WORK performed by CONTRACTOR for the benefit of landowners along the alignment of temporary and permanent easement.

- 5.09. PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect himself from loss on account of:
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
 - (d) Damage to another contractor.
 - (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
 - (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

- 5.10. COMPLETION OF WORK ON TIME. The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, because it is difficult to estimate the loss of potential customers, the impact on the existing utility infrastructure, and the operational impacts of delays, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in this Agreement, after due allowance for any extension of time to which the parties might agree, in writing, or which may be credited under the terms of this Contract, the City may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum of \$ [REDACTED] per calendar day. The Parties agree that this amount is a reasonable estimate of the daily cost for the Design Engineer's project personnel, with an increase to account for the City's estimated costs rounded to the nearest hundred dollars.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than [REDACTED] calendar days. This separate time period shall be for completion of the Punch List, as set forth herein. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to Liquidated Damages under this Section as well as any remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth herein regarding Default of Contract.

In addition to exercising its rights and remedies under this Agreement, the City may also exercise any remedy that may be available to it under the law or in equity.

6. ABANDONMENT OF CONTRACT

- 6.01. ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or if the CONTRACTOR fails to comply with the orders of the OWNER when such orders are consistent with the contract documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

6.01.1. The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expenses so charged shall be deducted and paid by the OWNER out of such moneys as may be due or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

6.01.2. The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the surety shall be and remain bound therefor.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified. A complete itemized statement of the contract accounts shall then be prepared and delivered to the CONTRACTOR and his Surety and the CONTRACTOR and/or his Surety shall pay the balance due as reflected by said statement within fifteen (15) days.

When the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or

his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at public sale, with public notice. The OWNER shall release any machinery, equipment, tools, materials or supplies which on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

- 6.02. ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work and may remove therefrom all machinery, tools and equipment and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been brought into the work. And thereupon the OWNER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair, equitable price, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized.

7. SUPPLEMENTARY CONDITIONS

- 7.01. **CLEAN-UP.** The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.
- 7.02. **SITE CONDITION.** The Contractor shall repair or replace, if necessary, to the owners satisfaction any damage to the work site, the adjacent areas, the access areas to the work site and to any elements within these areas that may have suffered damage as a result of the contractors or any of the subcontractors operations. The contractor shall leave these areas in a satisfactory and workman like condition, at least equal to that existing before the contractor hereunder started his work.
- 7.03. **AGREEMENT (ATTACHED)**
- 7.04. **BID BOND (ATTACHED)**
- 7.05. **PERFORMANCE BOND (ATTACHED)**
- 7.06. **PAYMENT BOND (ATTACHED)**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ Contractor, as
Principal,
and _____ as Surety,
are held and firmly bound unto City of Seguin, Texas, herein called Owner, in the
sum of \$ _____ (Figure)
_____ (Written Form)

(not less than 5 percent of the largest total amount of the bid)
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the
Bidding Schedule(s) of the Owner's Contract Documents entitled:

PROJECT NAME

NOW THEREFORE, if said Principal is awarded a contract by said Owner, and, within the time, and in the
manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement
on the form of agreement bound with said Contract Documents, furnishes the required Certificates of
Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond
by said Owner and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Address: _____

Address: _____

Telephone Number: _____
Facsimile Number: _____

(SEAL)

(SEAL)

The name and address of the Resident Agent of the Surety is:

THIS BOND MUST BE ISSUED IN CONJUNCTION WITH OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

Telephone Number: _____

Facsimile Number: _____

(SEAL)

(SEAL)

The name and address of the Resident Agent of Surety is:

THIS BOND MUST BE ISSUED IN CONJUNCTION WITH OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ Contractor, as Principal,
and _____ as Surety,
are held and firmly bound unto City of Seguin , Texas, herein called Owner, in the
sum of \$ _____ (Figure)
_____ (Written Form)

(not less than 5 percent of the largest total amount of the bid)
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the
Bidding Schedule(s) of the Owner's Contract Documents entitled:

NOW THEREFORE, if said Principal is awarded a contract by said Owner, and, within the time, and in the
manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement
on the form of agreement bound with said Contract Documents, furnishes the required Certificates of
Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null
and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said
Owner and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including a
reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

Executed and sealed by the Principal and Surety on _____.

Principal

By: _____
Title: _____

Address: _____

(SEAL)

Surety

By: _____
Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

(SEAL)

The name and address of the Resident Agent of the Surety is:

THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.

Performance Bond

STATE OF _____

COUNTY OF _____

We, _____ (Contractor name) ,
_____ (address), as Principal, and
_____ (bond company name), as Surety,
are held and firmly bound unto the City of Seguin, Texas, as Owner, in the penal sum of
_____ dollars
(\$ _____), for the payment of which the Principal and Surety bind themselves and
their heirs, administrators, executors, successors and assigns, jointly and severally, by this bond:

The Principal has entered into a written Contract with the Owner dated
_____ for the _____ (“Project”), which is fully
incorporated into this bond by reference.

The condition of this obligation is that if the Principal faithfully and promptly performs all
work for the Project in accordance with the Contract Documents, and faithfully and promptly
observes and performs all of its covenants, conditions, duties and obligations under the Contract
Documents according to their true intent and meaning, then this obligation will be satisfied;
otherwise it will remain in full force and effect.

If the Owner declares the Principal to be in default under the Contract, the Surety agrees to
either 1) promptly remedy the default, or 2) faithfully and promptly perform and complete the
Project in accordance with the Contract Documents.

The Surety, for value received, agrees that no modification, change order, extension of
time, amendment or addition to the Contract, or to the plans, specifications, drawings or other
Contract Documents, will in any way affect the Surety’s obligation on this bond, and the Surety
waives notice of any such modification, change order, extension of time, amendment or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas. If
this bond exceeds \$100,000.00 the surety certifies that it either 1) holds a certificate of authority
from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or
required under federal law, or 2) has obtained qualified reinsurance for any liability in excess of
\$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas,
and is the holder of a certificate of authority from the United States Secretary of the Treasury to
qualify as a surety or reinsurer on obligations permitted or required under federal law. This bond
is governed by Chapter 2253 of the Texas Government Code, and it is provided solely for the
protection of the Owner.

This bond is filed with the Owner in Guadalupe County, Texas, and the Principal and Surety agree that mandatory venue for any legal action filed upon this bond is in the District Courts of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety on

_____.

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

(SEAL)

(SEAL)

The name and address of the Resident Agent of Surety is:

THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.

THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.