



ITB 26-19725-KM

Traffic & Signs Maintenance Facility Improvements Project

1. NOTICE TO BIDDERS

- 1.1. Bidders may submit responses electronically by uploading required documents at the City of Lubbock's partner website, Bonfire. This Invitation to Bid is for your convenience in submitting a bid for the specified project. If submitting electronically, do not submit paper documents. If you choose to submit in hard copy, submit one original paper copy of your submittal to the office of the Director of Purchasing and Contract Management:

Physical: Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

Mailing: Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

MARK ENVELOPE WITH THE SOLICITATION NUMBER, TITLE, AND DUE DATE/TIME

- 1.2. Bids will be opened in the office of the Director of Purchasing and Contract Management, Citizens Tower, 1314 Avenue K, Floor 9, Lubbock, Texas, 79401, and via teleconference as shown below at **2:00 PM on July 9, 2026**, or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the above referenced.
- 1.3. After the expiration of the time and date above first written, said sealed bids will be opened in the office of the Director of Purchasing and Contract Management and publicly read aloud. Bids will be opened via teleconference if date/time stamped on or before the deadline stated at the office listed above. The Zoom meeting information is as follows:

Website: <https://us02web.zoom.us/j/85889356743?pwd=tflIEKvyN12HbRf4HggGbAnGSS4Np8.1>
Meeting ID: 858 8935 6743
Passcode: 1314
- 1.4. It is the sole responsibility of the bidder to ensure that his bid is actually received by the office of the Director of Purchasing and Contract Management for the City of Lubbock, before the expiration of the date above first written. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder.
- 1.5. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Lubbock assumes no responsibility for errant delivery of bids, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 1.6. Although bids may be submitted electronically, hard copy bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. **THE CITY WILL NOT ACCEPT FAX BIDS.**

- 1.7. Bids may be withdrawn prior to the above scheduled time set for closing. Alteration made before ITB opening must be initialed by bidder guaranteeing authenticity.
- 1.8. **NOTICE TO PROCEED WILL BE ISSUED 30 DAYS FOLLOWING THE AWARD OF THE CONTRACT BY THE LUBBOCK CITY COUNCIL.**
- 1.9. Please allow time to upload required documentation. **24hrs in advance is recommended.**
- 1.10. The estimated budget for this project is **\$300,000.**
- 1.11. Copies of plans and specifications may be obtained at bidder's expense from the City of Lubbock Purchasing and Contract Management office. Plans and specifications can be viewed online and downloaded from <https://ci-lubbock-tx.bonfirehub.com/portal/> at no cost. In the event of a large file size, please be patient when downloading or viewing. **BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most [public libraries](#).
- 1.12. It shall be each bidder's sole responsibility to inspect the site of the work and to inform bidder regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted.

2. PRE-BID MEETING

- 2.9. For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation to Bid (ITB) documents, a non-mandatory pre-bid meeting will be held June 30, 2026, at 10:00 a.m., via teleconference. The Zoom meeting information is as follows:

Website: <https://us02web.zoom.us/j/89139099607?pwd=XkplVsNy7453mwA4vq5FWu3z1smLDH.1>
Meeting ID: 891 3909 9607
Passcode: 1314

- 2.10. All persons attending the conference will be asked to identify themselves and the prospective bidder they represent.
 - 2.11. It is the bidder's responsibility to attend the pre-bid meeting though the meeting is not mandatory. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.
3. Attention of each bidder is particularly called to the schedule of general prevailing rate of per diem wages included in the contract documents on file in the office of the Purchasing and Contract Management Office of the City of Lubbock, which document is specifically referred to in this notice to bidders. Each bidders attention is further directed to Texas Government Code, Chapter 2258, Prevailing Wage Rates, and the requirements contained therein concerning the above wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.
 4. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration for an award.
 5. The City of Lubbock does not discriminate against persons with disabilities. City of Lubbock pre-proposal meetings and proposal openings are available to all persons regardless of disability. If you require special assistance, please contact the Purchasing and Contract Management Office at (806) 775-2572 write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

CITY OF LUBBOCK,

Marta Alvarez
DIRECTOR OF PURCHASING &
CONTRACT MANAGEMENT

GENERAL INSTRUCTIONS TO BIDDERS

1. BIDDER INQUIRIES AND CLARIFICATION OF REQUIREMENTS

- 1.1 It is the intent and purpose of the City of Lubbock that this request permit competitive bids. It shall be the bidder's responsibility to advise the Purchasing and Contract Management Office if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Office no later than five (5) calendar days before the bid closing date. A review of such notifications will be made.
- 1.2 **NO BIDDER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (ITB) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE BID CLOSING DATE AND ADDRESSED TO:**

Kiara Morgan, Buyer IV
City of Lubbock
Purchasing and Contract Management Office
1314 Avenue K, Floor 9
Lubbock, Texas 79401
Fax: 806-775-2164
Email: KMorgan@mylubbock.us

2. TIME AND ORDER FOR COMPLETION

- 2.1 The construction covered by the contract documents shall be substantially completed within **60 CONSECUTIVE CALENDAR DAYS** from the date specified in the Notice to Proceed issued by the City of Lubbock to the successful bidder.
- 2.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.
- 2.3 Upon receipt of notice to proceed, and upon commencement of the work, the Contractor shall ensure daily prosecution of the work is conducted every business day until the work is completed, regardless if the work will be substantially or finally complete ahead of specified deadlines in the agreement, unless the City determines time off from said prosecution is necessary or reasonable and Contractor received said determination in writing from the City. Additionally, inclement weather shall be the only other reason consistent, daily prosecution of the work may not take place on those inclement weather days.

3. GUARANTEES

- 3.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within ONE year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Lubbock).
- 3.2 Notwithstanding any provisions contained in the contractual agreement, the Contractor represents and warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and

firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Contractor warrants calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The City of Lubbock, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

- 3.3 The obligations contained herein apply to products and services provided by the Contractor, its sub-contractor or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.
- 3.4 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

4. BID AWARD

- 4.1 The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Lubbock in its sole discretion. Unless otherwise specified herein, the City shall award the bid based on the total bid for Bid Item 1 plus the sum of any Alternate Bids or Options the City may select.
- 4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.
- 4.3 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding may be cause for rejection of bids by the City of Lubbock and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 4.4 Before the City may award a bid to a nonresident bidder, the nonresident bidder's bid must be lower than lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the nonresident bidder in the nonresident bidders' home state.
- 4.5 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
- 4.6 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

GENERAL INSTRUCTIONS TO BIDDERS

(Continued)

5. ADDENDA & MODIFICATIONS

- 5.1 Any changes, additions, or clarifications to the ITB are made by **ADDENDA** information available over the Internet at <https://ci-lubbock-tx.bonfirehub.com/portal/>. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most [public libraries](#).
- 5.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Purchasing and Contract Management Office. At the request of the bidder, or in the event the Purchasing and Contract Management Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contract Management Office. Such addenda issued by the Purchasing and Contract Management Office will be available over the Internet at <https://ci-lubbock-tx.bonfirehub.com/portal/> and will become part of the bid package having the same binding effect as provisions of the original ITB. **NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING.** In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Office no later than five (5) calendar days before the bid closing date.
- 5.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Lubbock shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City of Lubbock Purchasing and Contract Management Office in writing or in this ITB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this ITB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 5.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

6. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 6.1 Each bidder shall carefully examine all ITB documents and thoroughly familiarize itself with all requirements before submitting a bid to ensure that their bid meets the intent of these specifications.
- 6.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation to Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation to Bid.
- 6.3 **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Purchasing and Contract Management Office and a clarification obtained before the bids are received, and if no such notice is received by the Purchasing and Contract Management Office prior to the opening of bids, then it shall be deemed that the bidder fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If bidder does not notify Purchasing and Contract Management Office before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the bid closing date.**

7. BID PREPARATION COSTS

- 7.1 Issuance of this ITB does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a bid.
- 7.2 The issuance of this ITB does not obligate the City of Lubbock to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

8. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 The City of Lubbock will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 8.3 Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
- 8.4 Pursuant to Section 552.234(c) of the Texas Government Code, submit your open records request using the link provided below.
[https://lubbocktx.govqa.us/WEBAPP/_rs/\(S\(quiyrflbtihahjnycegwpcs\)\)/SupportHome.aspx](https://lubbocktx.govqa.us/WEBAPP/_rs/(S(quiyrflbtihahjnycegwpcs))/SupportHome.aspx)
- 8.5 For more information, please see the City of Lubbock Public Information Act website at:
<https://ci.lubbock.tx.us/pages/public-information-act>

9. LICENSES, PERMITS, TAXES

- 9.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

10. UTILIZATION OF LOCAL BUSINESS RESOURCES

- 10.1 Prospective bidders are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their bid submittal how they would utilize local resources.

11. CONFLICT OF INTEREST

- 11.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.
- 11.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.
- 11.3 ***It is not necessary to fill out the CIQ Form unless you have a business relationship that might cause a conflict of interest with the City of Lubbock***

11.4 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire, Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the records administrator of the City of Lubbock not later than the Seventh business day after the date the person becomes aware of the facts that require the statement to be filed. The questionnaire can be found at:

<https://www.ethics.state.tx.us/forms/conflict/>

For the City of Lubbock, these forms should be filed with the City Secretary's Office, P.O. Box 2000, Lubbock, Texas, 79457

See Section 176.006, Local Government Code:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>.

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

12. CONTRACT DOCUMENTS

12.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

12.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

13. CERTIFICATE OF INTERESTED PARTIES

13.1 Effective January 1, 2016, Section 2252.908, as amended, of Chapter 2252 of the Texas Government Code requires certain business entities to submit an electronic disclosure form to the Texas Ethics Commission before entering into a contract with a local government entity when any of the following apply:

- 1) Contract requires an action or vote by the City Council (governing body); **OR**
- 2) Contract value is \$1 Million or greater; **OR**
- 3) Contract is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code.

This must be done before executing the contract. The disclosure form may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. You must log in and create an account the first time you fill out the form. Tutorial videos on how to log in for the first time and how to fill out the form can be found through the link above. After you electronically submit the disclosure form, a screen will come up confirming the submission and assigning a certificate number. Then, you must print the form, have an authorized agent complete the declaration and sign, and provide it to the City (scanned email copy is acceptable).

13.2 A contract described by Subsection (b) of Government Code Section 2252.908 entered into by a governmental entity or state agency is voidable for failure to provide the disclosure of interested parties required by this section only if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice under Subdivision (1).

14. PLANS FOR USE BY BIDDERS

14.1 It is the intent of the City of Lubbock that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge or forfeiture of deposit. The contract documents may be examined without charge as noted in the Notice to Bidders.

15. PAYMENT

15.1 All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

16. AFFIDAVITS OF BILLS PAID

16.1 The City of Lubbock reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

17. MATERIALS AND WORKMANSHIP

17.1 The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

18. PLANS FOR THE CONTRACTOR

18.1 The contractor will, upon written request, be furnished up to five sets of plans and specifications and related contract documents for use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

19. PROTECTION OF THE WORK

19.1 The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

19.1.1 The experience record of the bidder showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.

19.1.2 A sworn statement of the current financial condition of the bidder.

19.1.3 Equipment schedule.

20. TEXAS STATE SALES TAX

20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

21.1 It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The City of Lubbock agrees that it will furnish Contractor the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Lubbock, Texas, at Contractor's expense.

22. BARRICADES AND SAFETY MEASURES

22.1 The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project.

23. EXPLOSIVES

23.1 The use of explosives will not be permitted unless written permission to do so is obtained by the Contractor from the City. In all cases where written permission is obtained for the use of explosives, the Contractor shall assume full responsibility for all damage, which may occur as a direct or indirect result of the blasting. In addition, in all cases where explosives are authorized to be used, the Contractor shall use utmost care so as not to endanger life or property and the Contractor shall further use only such methods as are currently utilized by persons, firms, or corporations engaged in similar type of construction activity.

23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.

23.3 In all cases where explosives are to be used during the construction of the project contemplated by this contract, it shall be the duty of the Contractor to notify each utility company having structures (above or below the ground) in proximity to the site of the work of Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice, however, shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

24. CONTRACTOR'S REPRESENTATIVE

24.1 The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25. INSURANCE

25.1 The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the

right to subrogation. The Contractor shall procure and carry at his sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted before contract execution.

25.2 PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

26. LABOR AND WORKING HOURS

26.1 Attention of each bidder is particularly called to the schedule of general prevailing rate of per diem wages included in these contract documents. The wage rate that must be paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as above mentioned. The bidders' attention is further directed to the requirements of Texas Government Code, Chapter 2258, Prevailing Wage Rates providing for the payment of the wage schedules above mentioned and the bidder's obligations thereunder. The inclusion of the schedule of general prevailing rate of per diem wages in the contract documents does not release the Contractor from compliance with any wage law that may be applicable. Construction work under the contract requiring an inspector shall not be performed on weekends or holidays unless the following conditions exist:

26.1.1 The project being constructed is essential to the City of Lubbock's ability to provide the necessary service to its citizens.

26.1.2 Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.

26.1.3 Before construction work requiring an inspector is to be performed on Sunday or holidays, the Contractor must notify the Owner's Representative not less than three full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on Sunday or holidays will be made by the Owner's Representative.

26.2 In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

27. PAYMENT OF EMPLOYEES AND FILING OF PAYROLLS

27.1 The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week. The Contractor and each of his subcontractors shall keep a record showing the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker.

This record shall be open at all reasonable hours to inspection by the officers and agents of the City. The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages, which schedule is included in the contract documents. The Contractor shall forfeit as a penalty to the City of Lubbock on whose behalf this contract is made, sixty dollars (\$60) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

28. PROVISIONS CONCERNING ESCALATION CLAUSES

28.1 Bids submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

29. PREPARATION FOR BID

29.1 The bidder shall submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

29.2 If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If a bid is submitted by a firm, association, or partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid.

29.3 Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

29.4 Bid submittals may be withdrawn and resubmitted at any time before the time set for opening of the bids, but no bid may be withdrawn or altered thereafter.

30. BOUND COPY OF CONTRACT DOCUMENTS

30.1 Bidder understands and agrees that the contract to be executed by bidder shall be bound and will include the following:

- (a) Notice to Bidders.
- (b) General Instructions to Bidders.
- (c) Bidder's Submittal.
- (d) Statutory Bonds (if required).
- (e) Contract Agreement.
- (f) General Conditions.
- (g) Special Conditions (if any).
- (h) Specifications.
- (i) Insurance Certificates for Contractor and all Sub-Contractors.
- (j) All other documents made available to bidder for his inspection in accordance with the

Notice to Bidders.

- 29.2 If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

31. QUALIFICATIONS OF BIDDERS

31.1 The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Lubbock that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Lubbock about the bidder's qualifications. The City of Lubbock may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Lubbock all information for this purpose that may be requested. The bidder's bid may be deemed not to meet specifications or the bid may be rejected if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Lubbock that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (c) The quality of performance of previous contracts or services.
- (d) The safety record of the Contractor and proposed Sub-Contractors

31.2 Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Lubbock specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Lubbock specifications herein.

32. PLANS FOR THE CONTRACTOR

32.1 The contractor will, upon written request, be furnished up to five sets of plans and specifications and related contract documents for use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

33. ANTI-LOBBYING PROVISION

33.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

33.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

34. PREVAILING WAGE RATES

- 34.1 Bidders are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project
- 34.2 A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- 34.3 A contractor or subcontractor who violates Texas Government Code Section 2258.023 shall pay to the City of Lubbock sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

35. PROTEST

- 35.1 All protests regarding the ITB process must be submitted in writing to the City Director of Purchasing and Contract Management within 5 working days after the protesting party knows of the occurrence of the action which is protested relating to advertising of notices deadlines, proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the ITB process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager. All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.
- 35.2 FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

INSURANCE INFORMATION CONTINUED

CONTRACTOR CHECKLIST

A CONTRACTOR SHALL:

- _____ (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- _____ (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- _____ (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- _____ (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven 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;
- _____ (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- _____ (6) notify the governmental entity 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;
- _____ (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE

OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and contractually require each person with whom it contracts to provide services on a project, to:

- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) 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;
- (D) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (F) notify the governmental entity 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

- (G) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.