



CITY OF WACO

Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
254-750-8062  
Fax: 254-750-8063  
[jodyc@wacotx.gov](mailto:jodyc@wacotx.gov)

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**REQUEST FOR COMPETITIVE SEALED BID**

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**RFB 2016-004**

Commodity/Service: **WMARSS Lagoon 3 Cleaning**

Mandatory Pre-Bid Meeting: 10:00 AM CST, January 20, 2016  
Due/Closing Time: **2:00 P.M. CST, January 27, 2016**  
Opening Time: **2:01 P.M. CST, January 27, 2016**

RFB Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, Texas 76707

For Information Contact: Mr. Jody Copp, Purchasing Services, 254-750-8062

**Bid packet and other supportive documents can be found at the [City of Waco Purchasing](#) website, [Demandstar](#) or the [Electronic State Business Daily](#).**

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**TO BE COMPLETED BY SUBMITTER**

If addenda are issued, Submitter shall acknowledge receipt of the addendum listed below:

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Firm: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_

Signature of Person Authorized  
to Sign: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

Date: \_\_\_\_\_, Telephone: \_\_\_\_\_, Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

## **BID PACKAGE INDEX**

**Failure to provide all requested forms in a timely manner may result in the bid being considered non-responsive and rejected. Pages that MUST be returned with the bid are denoted with a \*.**

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2. Bid Package Index (Page 2)
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4. Standard Instructions for All Bids (Page 11)
5. Standard Purchase Terms and Conditions (Page 14)
6. Bid Sheet (Page 20) \*
7. Attachment A – Elevation Drawing for Bidding Purposes (Page 23)
8. Attachment B – Lagoon Design Drawings (Page 25)
9. Attachment C – Forms (Page 30)
  - a. Register Interest Form (Page 31)
  - b. Business Identification Form (Page 32) \*
  - c. City of Waco Workers' Compensation Coverage Verification Form (Page 36)
  - d. Instructions for Conflicts of Interest Questionnaire (Page 42)
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## **PROCESS, ANTICIPATED AWARD SCHEDULE**

<b><u>Activity</u></b>	<b><u>Projected Date</u></b>
Advertise RFB	January 5, 2016
Mandatory Pre-Bid Conference	January 20, 2016
Technical Questions Due	January 22, 2016
Bid Due Date	January 27, 2016
City Council Action	February 16, 2016
Notice of Award	February 17, 2016

The schedule of events is tentative and may be modified throughout the RFB process as events unfold.

## **MANDATORY PRE-BID CONFERENCE**

Bidders are encouraged to attend a mandatory pre-bid conference at 10:00 AM, CST, Tuesday, January 20, 2016, at the WMARSS Conference Room, 1147 Treatment Plant Road, Waco, Texas, 76706.

## **WHOM TO CONTACT WITH QUESTIONS**

Questions concerning the RFB should be submitted to the following:

### **RFB Administrator**

Jody Copp  
City of Waco – Purchasing Department  
1415 N. 4th St.  
Waco, Texas 76707  
Phone: (254) 750-8062  
Fax: (254) 750-8063  
E-mail: [jodyc@wacotx.gov](mailto:jodyc@wacotx.gov)

### **QUESTION DEADLINE**

**All questions must be received by 5:00 PM on January 22, 2016** to allow time for answers and an Addendum if warranted. Questions **must be** submitted in writing. E-mails will be considered written requests if addressed to the RFB Administrator.

## **HOW TO PACKAGE YOUR BID**

**One (1) bid MUST be submitted:** (1) inside a sealed envelope (2) unbound (3) clearly marked on the outside with the **RFB number, opening date, Vendor name, City and State and “SEALED BID FOR RFB 2016-004 WMARSS Lagoon 3 Cleaning.”** Bids may be mailed or hand delivered to:

<b>Via US Mail:</b>	<b>Via Delivery Services:</b>
City of Waco Purchasing Services P.O. Box 2570 Waco, Texas 76702-2570 ATTN: JODY COPP  <b>Note: Bids must arrive in Purchasing, to be date and time stamped, before the closing date and time. Mail early to allow for delays in delivery.</b>	City of Waco Operations Center Purchasing Services Office 1415 N. 4 <sup>th</sup> St. Waco, Texas 76707 ATTN: JODY COPP  <b>Note: US Mail does NOT deliver to this street address.</b>

## **WHAT IS NOT ACCEPTED**

A bid or proposal submitted by facsimile transmission (fax) or by electronic mail (email) **will NOT** be accepted. A bid or proposal submitted or postmarked **AFTER** the deadline for submitting a bid (as stated above) will **NOT** be considered under any circumstances and will be returned unopened to the submitter.

## **GENERAL SPECIFICATIONS AND REQUIREMENTS**

**NOTE:** As used in this document, the term bidder, vendor, and contractor shall mean a person or entity submitting a response to this RFB. In some cases, as determined by context, the term bidder, vendor, and contractor shall refer to the person or entity that submits the lowest and best responsible bid and/or who is awarded the contract by the City.

### **1. RFB ADMINISTRATOR AND RESTRICTIONS ON CONTACT**

**Bidders/vendors must limit their contact to the RFB Administrator.** All questions, requests for information and other bidder contact will be to the RFB Administrator only. Contact with other City of Waco staff or Council Members can be cause for rejection of bids. Technical contact will be coordinated with the appropriate department by the RFB Administrator.

**RFB Administrator:**

Jody Copp  
Purchasing Services  
Phone 254-750-8062  
Fax 254-750-8063  
[jodyc@wacotx.gov](mailto:jodyc@wacotx.gov)

### **2. CONTRACT ADMINISTRATOR**

The **Contract Administrator** will be that individual (or designee) that will monitor the commodity deliveries, quality and billings during the life of the contract after the award of a contract by the City Council.

**Contract Administrator:**

Mike Jupe  
Utilities Services  
P.O. Box 2570  
Waco, Texas 76702-2570  
Phone 254-662-1501  
[mjupe@wacotx.gov](mailto:mjupe@wacotx.gov)

### **3. SCOPE OF WORK**

The purpose of this RFB is to solicit bids from qualified companies and individuals to “clean” Lagoon 3 of the Waco Metropolitan Area Regional Sewerage System (WMARSS). The selected bidder will provide services for the removal of bio-solids from the WMARSS sludge lagoon and distribute the bio-solids across agricultural fields. WMARSS has a list of local farmers (including their contact information) who are interested in the lagoon product.

### **4. DESCRIPTION OF WORK**

The WMARSS Lagoon 3 holds approximately 30 million gallons of TCEQ class AB bio-solids at approximately 10-15 percent solids. Although the purpose of this RFB is to clean Lagoon 3, the selected bidder may be required to begin the Work on Lagoon 3, and complete the Work on Lagoon 2, as described below.

Lagoon 3 is approximately 18 feet deep and the berms are on a 3/1 slope; a gravel road surrounds the lagoon. The “bottom” of the lagoon has a clay liner, including the berm portions. **The clay liners must not be damaged during this Work.**

The definition of “clean” (i.e. the stopping point of Work) is when the sludge level has been lowered to “Elevation Level O” (as shown in Attachment A), i.e. 3 feet above Level R.

The selected vendor will be paid at a rate of cleaning out each one foot-deep elevation level. For example, for cleaning (from elevation Level A) down to Level B (a depth of one foot), the vendor will be paid the amount for that one-foot depth that is submitted on the Bid Sheet.

Lagoon drawings are provided in Attachments A and B so the vendor can calculate and submit the volume (Gallon) per foot of elevation level of product in the Lagoon 3, and the total volume of product to be removed from Lagoon 3.

If at any time the selected bidder is required to stop Work on Lagoon 3 and begin to remove bio-solids from Lagoon 2, then Work will be completed on Lagoon 2. (Work will not return to Lagoon 3.) Before Work is moved to Lagoon 2, Lagoon 3 will be measured for the volume of bio-solids removed. The volume removed from Lagoon 3 will be subtracted from the ***Total Expected Volume in Lagoon 3*** (listed on the Bid Sheet at Item No. 2.0). The difference (between these two volumes) will be the total amount to be removed from Lagoon 2. Therefore, the Work may not produce a “clean” Lagoon 3, and the “Total Expected Volume in Lagoon 3” may end up being the total volume of bio-solids removed from Lagoons 2 and 3 collectively.

WMARSS has a 75 psi, 200 Gallons per Minute, non-potable water connection available at the lagoon location.

The selected vendor is responsible for calculating the nutrient agronomic rate for the application sites with a maximum phosphorus soil level of 150 ppm after the application of the bio-solids.

## 5. **TERM OF CONTRACT**

The contract will commence upon acceptance and approval by the Waco City Council, and is contingent upon the completion and submittal of all required bid documents, including a Work Plan. The Work Plan must be submitted with the sealed bid.

The City, at its option, may terminate this contract by giving ten (10) days written notice to the successful bidder. All purchases will cease upon the date specified in such notice. The successful bidder will not be entitled to lost or anticipated profits should the City choose to terminate the contract.

## 6. **SPECIFICATIONS**

### a. Work Plan

1. The Work Plan must include a summary of equipment as well as bio-solids removal strategy, spill response plan, and best management practices covered in TAC 30, Part 1, Chapter 312, Subchapter B, Rule § 312.44. The selected vendor is responsible for maintaining clean work areas, including roads in and out of the WMARSS site, and applications sites.

### b. Removal Elevation Level Monitoring

1. The selected vendor will establish lagoon level measuring points using Attachment A with elevation levels (listed as A through R), then measure the lagoon level at these three points of reference. Every seven days the same three points of reference will be measured to establish the elevation level (feet) removed from the lagoon.
- c. Records
  1. The selected vendor must use the WMARSS trip ticket for each load; the trip ticket will have the product metal annual whole sludge application rate (AWSAR) and nutrient content, along with the TCEQ requirements for the application for class AB sludge.
  2. Selected vendor will distribute one copy each to the land owner and to WMARSS, and retain one for their records.
  3. The selected vendor will maintain a running summary sheet of volumes applied to each land application site, aerial land map with acreage that accounts for all of the sludge removed from the lagoon whether hauled, pumped or any other transportation avenue. The selected vendor will maintain a running summary sheet of volumes removed from the lagoon.

## 7. GENERAL REQUIREMENTS

- a. The City may make such inquiries as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- b. Each bid must be accompanied by a list of three references for similar contracted work, any part of which occurred within the previous 24 months (including contact names and information).
- c. Neither the City nor City staff will be responsible for any damage that may occur to the contractors' property while it is on City of Waco property, or as it is being moved to, or removed from, the City's property.

## 8. ADDITIONAL REQUIREMENTS

- a. The selected vendor will remove sludge from Lagoon 3. In the event WMARSS needs to utilize Lagoon 3 to pump digested sludge into the lagoon, the vendor will remove sludge from Lagoon 2. The total volume of sludge removed from Lagoons 2 and 3 will not be greater than the original amount of sludge estimated to be removed from Lagoon 3.
- b. The WMARSS Lagoon 2 holds approximately 30 million gallons of TCEQ class AB bio-solids at approximately 10-15 percent solids. The lagoon is approximately 18 feet deep and the berms are on a 3/1 slope; a gravel road surrounds the lagoon. The "bottom" of the lagoon has a clay liner, including the berm portions. **The clay liners must not be damaged during this Work.**
- c. See Attachment A with the drawing the vendor can use to calculate and submit the elevation level (feet) of product in Lagoons 2 and 3. The elevation levels are listed as A through R.
- d. The selected vendor will establish Lagoon 2 level measuring points, then measure the lagoon level at three points of reference. Every 30 days the same three points of reference will be measured to establish the elevation level (feet) removed from the lagoon.

## 9. **METHOD OF AWARD AND EVALUATION OF FACTORS**

a. For this RFB, the City may award the contract to the:

- ☐ Lowest responsible bidder  
☒ Bidder who provides goods or services at the best value for the City.

b. **Lowest Responsible Bidder:**

1. The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City/Owner as available to finance the contract.
2. If the contract is bid with alternatives, the City/Owner reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City/Owner may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

c. **Best Value:**

1. In determining best value for the City, the City may consider: (1) the purchase price; (2) the reputation of the bidder and of the bidder's goods or services; (3) the quality of the bidder's goods or services; (4) the extent to which the goods or services meet the municipality's needs; (5) the bidder's past relationship with the municipality; (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (7) the total long-term cost to the municipality to acquire the bidder's good or services; and (8) any relevant criteria specifically listed in the request for bids or proposals—including, but not limited to, the estimated volume of bio-solids to be removed from Lagoon 3 and the submitted Work Plan.
2. Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

## 10. **TITLE VI COMPLIANCE**

The City of Waco, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## 11. **INSURANCE, BONDING AND INDEMNIFICATION REQUIREMENTS**

1. **Insurance Applicable to:** [WMARSS Lagoon 3 Cleaning](#)

Subject to a Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of the services to be





Other-Insurance Endorsement --All insurance policies are to contain or be endorsed to contain the following additional provisions:

1. "Other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy; and
2. Provide not less than ten (10) calendar days advance notice to the City of any suspension, cancellation, non-renewal or material change in coverage.

Agent Information. The certificate(s) must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy shall have been delivered to the City's risk manager. Bidder understands that it is its sole responsibility to provide this necessary information to the City and that failure to timely comply with the requirements of this section shall be a cause for termination of this Agreement. If the City determines that it will deny payment, not perform, or terminate this contract because of the failure to provide certain information or documents, the City shall give Bidder notice of that determination and allow Bidder fifteen days to correct the deficiency.

Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, Bidder shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Bidder knows of said change in advance, or ten (10) days' notice after the change, if the Bidder did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.

**INDEMNIFICATION. SELECTED BIDDER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AWARDED UNDER THIS REQUEST FOR BID AND HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. SELECTED BIDDER AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT**

**BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, IT OFFICERS, OFFICIALS, AND EMPLOYEES.**

- a. Employee Litigation. In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of Bidder, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Bidder or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

## **STANDARD INSTRUCTIONS FOR ALL BIDS**

1. **PROPOSAL/BID INTERPRETATION:** Any explanation desired by a bidder regarding the meaning or interpretation of the **invitation, drawings, specifications, etc. must be requested in writing to the Purchasing Services Division P.O. Box 2570, Waco, TX, 76702-2570.** Correspondence shall be submitted with sufficient time allowed for evaluation and reply to all prospective bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.
2. **SPECIFICATIONS:** The specifications herein shall be the basis of comparison. Specifications are written to encourage competition. There is no intent to discriminate against any supplier but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.
3. **SUBSTITUTIONS:** It is the intention of the City of Waco to purchase equipment similar or equal to that specified. **Variations from the specification must be noted in bid by bidder. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each bidder, if not bidding on specified equipment, is required to furnish with his bid, a complete detailed description and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified, and must be of equivalent materials, function, quality, construction, performance and suitability of the item(s) specified. **SAMPLES**, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name and address and Bid Number reference. Approval of substitute or "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as "or equal" upon receipt of delivery, bidder may be allowed to supply equipment meeting the specifications at the bid price.
4. **MATERIALS:** The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.
5. **CORRECTIONS, ADDITIONS OR DELETIONS:** To any portion of the invitation will be in the form of a written amendment or addendum.
6. **BID INTERPRETATION:** Bidders are expected to examine all specifications, drawings, standard provisions and instructions. **FAILURE** to do so will be at the bidder's risk. Bids are to be submitted with a response on each item and the total extended, however more than one bid may be submitted on products that meet the specifications.
7. **TAXES:** All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.
8. **AUTHORIZED SIGNATURE:** Bids must show vendor name and address and be manually signed. Person signing bid must have authority to bind his firm in a **contract**. Any erasures or other changes must be initialed by the person signing the offer or others which show evidence of authority.

9. **MODIFICATION OR WITHDRAWAL OF BIDS:** Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written or telegraphic notice to the Purchasing Division. A bid may also be withdrawn in person by a bidder or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date, unless there is a material mistake and the bidder submits an acceptable reason in writing and with approval of the Purchasing Services Division.
10. **PRICES:** Bidder is to quote its lowest and best price F.O.B. destination on each item to shipping locations in Waco, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken if earned. Bids must be firm, however if a bidder believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the bid sheet in ink or typewritten.
11. **DELIVERY DATE:** Bids must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded or award to be rescinded.
12. **DEFAULT IN DELIVERY:** The vendor must keep the Purchasing Services Division advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Purchasing Services Division who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.
13. **DELIVERY TIMES:** Deliveries will be accepted only during normal working hours, i.e. 8:00 a.m. to 12:00 a.m. and from 1:00 p.m. to 4:00 p.m., Monday through Friday, unless prior arrangements have been made. For large orders 24-hour notice to the Purchasing Services Division or the Receiving Agency is required to eliminate delays in delivery.
14. **EVALUATION FACTORS:** The City will award purchase orders and/or contracts to the lowest and best responsible bidder or to the bidder who provides the goods or services at the best value for the City. In determining the best value to the City, price, quantifiable factors, and other factors are considered as set out in the specifications for the Request for Competitive Sealed Bids. The factors may include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation over time, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but not limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, past performances in other contracts with the City including timely delivery. City reserves the right to extend any contract when most advantageous to the City. NOTE: Other evaluation and award criteria may be included in the invitation documents.

- 15. RECYCLED PRODUCTS:** Bidders are encouraged to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the specifications.
- 16. PARTIAL AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. **UNLESS bidder specifies otherwise in their bid, the City may award contracts for any portion of requirement or group of items listed.**
- 17. RESERVATIONS:** The City expressly reserves the right to accept, reject or cancel any and all bids AND:
  - a. Waive any defect, irregularity or informality in any bid or bidding procedure,
  - b. Extend the bid closing time and date,
  - c. Reissue a bid invitation or proposal,
  - d. Procure any item by other means,
  - e. Increase or decrease the quantity specified, unless the bidder specifies otherwise,
  - f. Waive as informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired,
  - g. Consider and accept an alternate bid as provided herein when most advantageous to the City,
  - h. Extend any contract when most advantageous to the City,
  - i. Award any contract to multiple parties, if it is in the best interest of the City.
- 18. SUBMISSION OF BIDS:** Sealed bids are to be returned by the closing time and date stated on the bid invitation cover sheet in the following manner by one of the following delivery methods. Bids are to be delivered in an envelope marked on the outside with the BID NUMBER; BID OPENING DATE and SEALED BID FOR (Commodity/Service); should be in the lower left corner. If submitting a "NO BID" indicate so beneath the BID NUMBER and returned to:
  - a. **By MAIL:** DO NOT mail bids to the 1415 N. 4<sup>th</sup> street address. The post office does NOT deliver to this street address! Mail to City of Waco, Purchasing Services Division, Post Office Box 2570, Waco, Texas 76702-2570.
  - b. **By DELIVERY SERVICE OR IN PERSON:** Sealed bids may be delivered in person or by delivery service to the Operations Center, Purchasing Services Division, 1415 N. 4<sup>th</sup> St., Waco, TX. 76707.
  - c. **CLOSING TIME & DATE:** Bids must be returned in sufficient time to be received in the Purchasing Services Division on or before the advertised closing time and date shown in the invitation.
  - d. **LATE BIDS:** Bids received after the advertised closing time and date regardless of the mode of delivery will be refused and will be returned unopened to the bidder.
  - e. **FAX BIDS:** Fax transmission bids **will not** be accepted.
- 19. ACCEPTANCE:** Acceptance of bidder's offer for an open market purchase will be in the form of a purchase order or contract. Notice for annual contract agreements will be a notice of award, purchase order or contract. The Waco City Council must approve the bidder selected to provide the service requested in this RFB. Each bid should be submitted as completely and accurately as possible.

**CITY OF WACO  
PURCHASING SERVICES  
STANDARD PURCHASE TERMS AND CONDITIONS**

1. **VENDOR TO PACKAGE GOODS:** The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:
  - a. Vendor's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g., box 1 of 4 boxes;
  - d. The number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. destination Waco, Texas, unless delivery terms, and costs, are specified in Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Vendor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Vendor may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in Clause 20 hereof entitled "Modifications." The terms of this agreement are "no arrival, no sale."
7. **INVOICES & PAYMENTS:**
  - a. Vendor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to Fiscal Services Department, P.O. Box 2570, Waco, TX. 76702-2570. Payment shall not be due until the above instruments are submitted after delivery.
  - b. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City.

c. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.

8. **GRATUITIES:** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.

9. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Vendor as such.

10. **WARRANTY-PRICE:**

- a. The price to be paid by the City shall be that contained in Vendor's bid which Vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, reduced to the Vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Vendor for breach or Vendor's actual expense.
- b. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of the warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **WARRANTY-PRODUCT:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications; drawings, descriptions and the specifications shall govern.

12. **SAFETY WARRANTY:** Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at Vendor's expense.

13. **RIGHT OF INSPECTION:** City shall have the right to inspect the goods at delivery before accepting them.

14. **CANCELLATION:** City shall have the right to cancel for default all or any part of the undelivered portion of the order if Vendor breaches any of the terms hereof including warranties of Vendor or if

the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that City may have in law or equity.

**15. TERMINATION:** The performance of work under this order may be terminated in whole, or in part by the City in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of City set forth in Clause 14 herein.

**16. FORCE MAJEURE:**

- a. In the event performance by Vendor of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Vendor shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
- b. Vendor shall notify the Contact Person or RFB Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Vendor and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

**17. ASSIGNMENT-DELEGATION:** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**18. WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**19. MODIFICATIONS:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.

**20. INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

**21. APPLICABLE LAW:** This agreement shall be governed by the laws of Texas.



- 22. ADVERTISING:** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State or Local government.
- 23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 24. EQUAL EMPLOYMENT OPPORTUNITY:** Vendor agrees that during the performance of its contract it will:
- a. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  - b. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- 25. CONFLICT OF INTEREST:** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- 26. VENUE:** Venue shall be in Waco, McLennan County, Texas.
- 27. ARREARS IN TAXES:** Article VII. Taxation, Section 8. City Charter. City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- 28. TAX CERTIFICATION; OFFSET OF OTHER DEBTS AGAINST CITY.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this RFB, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

- 29. INDEPENDENT CONTRACTOR.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.
- 30. NO JOINT ENTERPRISE/JOINT VENTURE.** It is not the intent of this RFB or the contract to be awarded to create a joint enterprise or joint venture.
- 31. SUSTAINED DAMAGES.** In the event the City terminates the awarded contract for breach or any other reason, the selected bidder shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the selected bidder or otherwise, and the City may withhold any payments to the selected bidder for the purpose of an offset until such time as the amount of damages due the City from the selected bidder can be determined.
- 32. SUBCONTRACTING BID.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this RFB, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.
- 33. MISCELLANEOUS.**
- a. There is no expressed or implied obligation for the City to reimburse bidders for any expenses incurred in preparing bids to respond to this RFB.
  - b. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions.
  - c. The City reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.
  - d. Each bid shall state that it is valid for a period of ninety (90) days from the date of opening of the bid by the City.
- 34. NON-NEGOTIABLE TERMS. THE FOLLOWING TERMS OR CONDITIONS ARE NOT NEGOTIABLE:**
- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
  - b. **Advance Payments.** The City will not make advance payments to a selected bidder or any third party pursuant to this RFB or resulting contract.
  - c. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected bidder.
  - d. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

- e. **Limitation of Liability.** The City will not agree to allow the selected bidder to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- f. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected bidder's attorney's fees or other legal costs under any circumstances.
- g. **Venue; Applicable Law.** This RFB and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFB are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

**CITY OF WACO  
OFFICIAL BID SHEET  
BID INVITATION NO: RFB 2016-004  
WMARSS Lagoon 3 Cleaning**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

AUTHORIZED

SIGNATURE: \_\_\_\_\_

- I. Refer to "Standard Instructions for all Bids" before completing Bid Sheet.
- a. Price: quote your best price, F.O.B. Destination, on each item.
  - b. All Elevation Level prices should be calculated using Attachment A
- II. In submitting this bid, I certify:
- a. Items bid are in exact accordance with specifications, unless noted in bid.
  - b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.

**PRICING INFORMATION**

NOTE: Depending on unit prices, requirements and approved budgeted funds, quantities may be reduced or increased during the contract period.

Item No.	Description (All Elevation Level prices should be calculated using Attachment A)	Price or Gallon Amount
<b>Informational</b>	Elevation levels to remove bio-solids from WMARSS sludge Lagoon 3, and distribute the bio-solids to agricultural fields.	-----
	Elevation Level A to B	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level B to C	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level C to D	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level D to E	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level E to F	\$ _____

Informational	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level F to G	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level G to H	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level H to I	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level I to J	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level J to K	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level K to L	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level L to M	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level M to N	\$ _____
	Estimate gallons for this one foot depth	_____ gallons
	Elevation Level N to O	\$ _____
Estimate gallons for this one foot depth	_____ gallons	
<b>1.0</b>	<b>Total volume of bio-solids expected to be removed from Lagoon 3</b>	_____ gallons
<b>2.0</b>	<b>Base Bid:</b> <b>Price to remove the <i>Total Volume of Bio-solids Expected to be removed from Lagoon 3</i>, and to distribute the bio-solids to agricultural fields.</b>	\$ _____

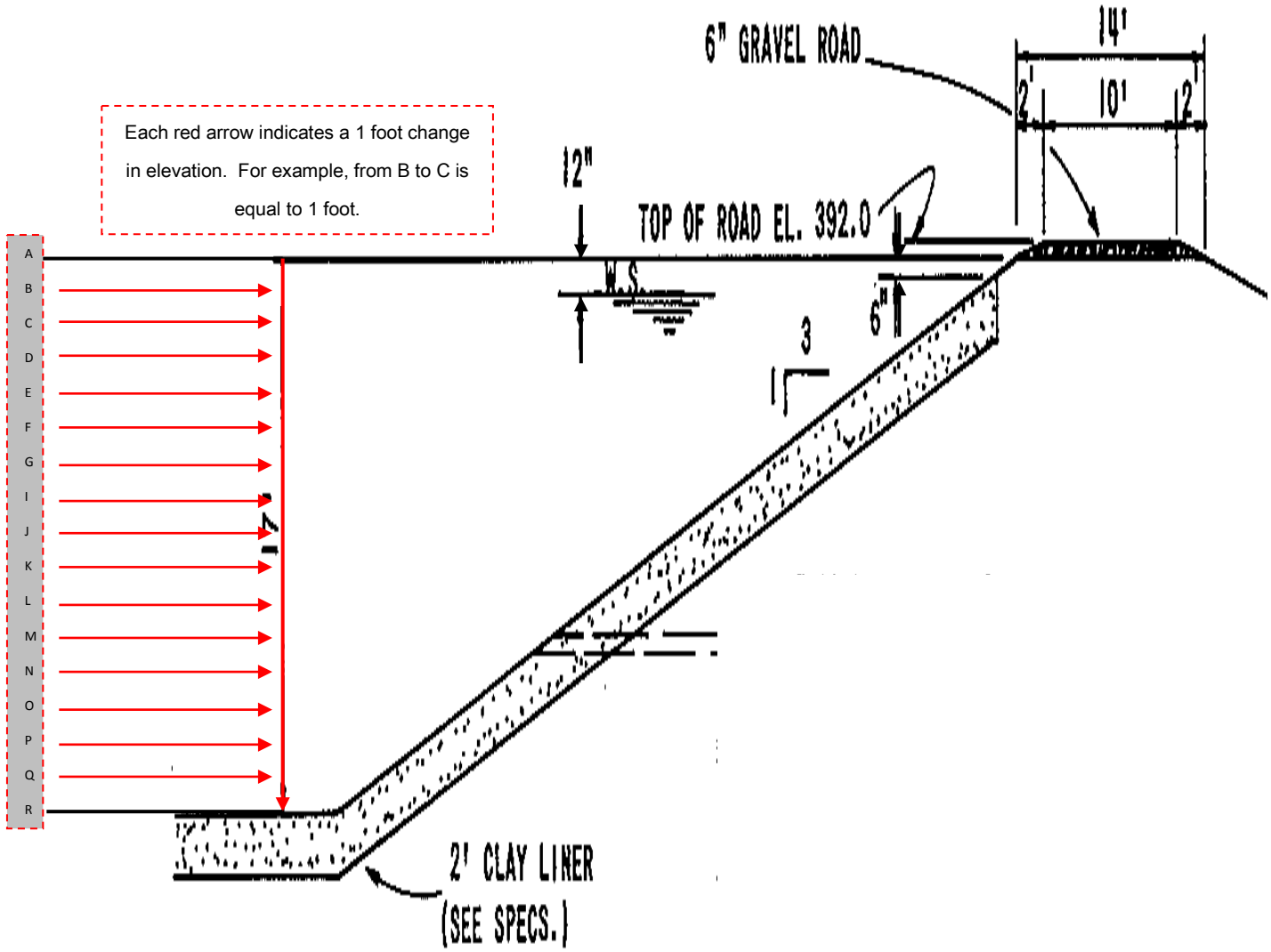
**Early Payment Terms:**

- a) Bidder may offer an early payment discount by filling in the blanks in section b below. City may accept an early payment discount, but in doing so, City does not waive any of its rights under Texas Government Code Section 2251 (Prompt Payment Act).
- b) Payment is due thirty (30) DAYS after acceptance of order and receipt of an original invoice, but a \_\_\_\_\_ percent early payment discount is offered for full payment made within \_\_\_\_\_(\_\_\_\_) DAYS after acceptance of order and receipt of an original invoice.

**COMPLETED FORM MUST BE RETURNED WITH BID**

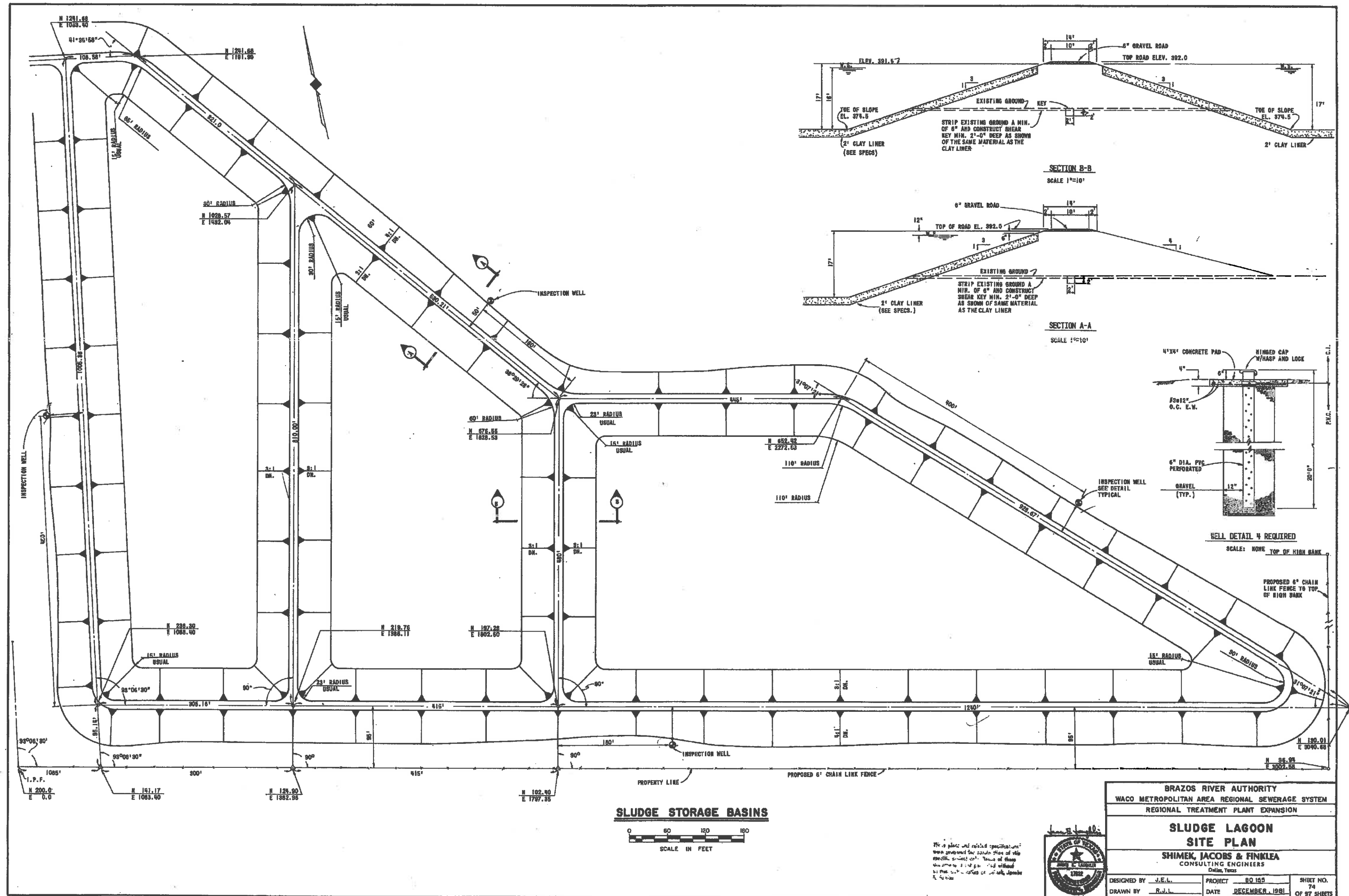
## **Attachment A**

### **Elevation Drawing for Bidding Purposes**





**Attachment B**  
**Lagoon Design Drawings**

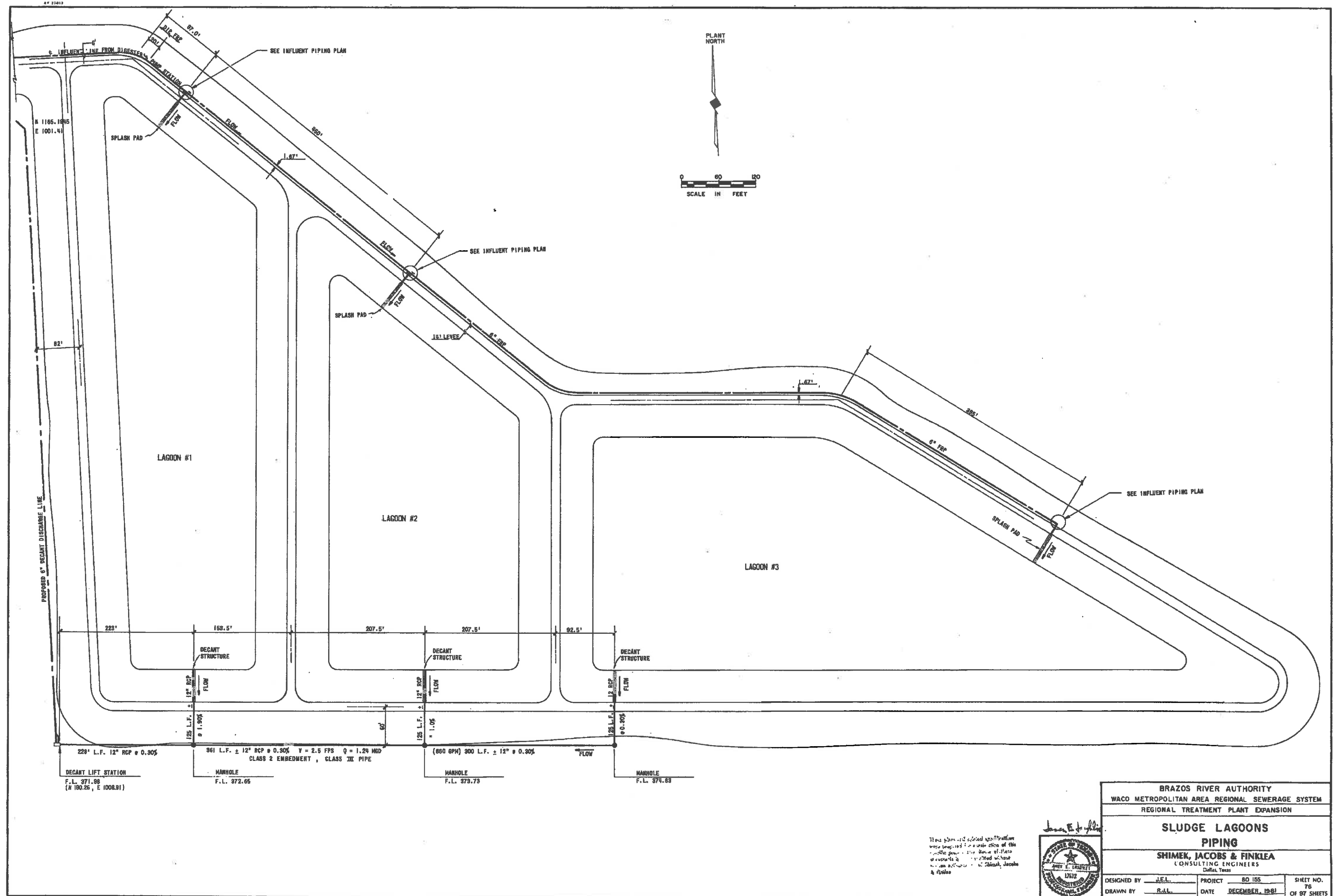


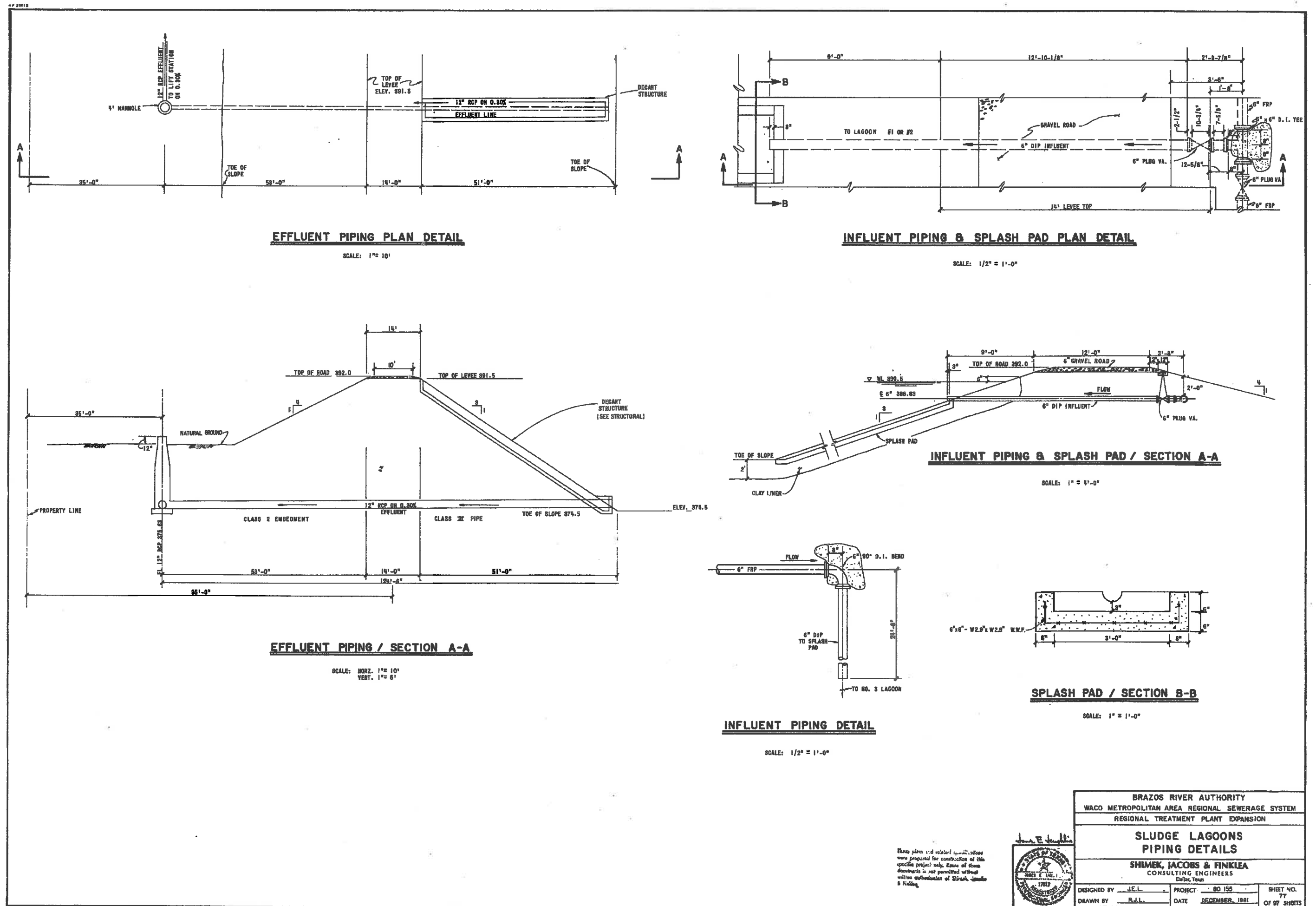


These plans and related publications were prepared for execution of the specific project only. Release of these documents is not permitted without written authorization of the NSA, JCS & FBIHQ.



BRAZOS RIVER AUTHORITY			
WACO METROPOLITAN AREA REGIONAL SEWERAGE SYSTEM			
REGIONAL TREATMENT PLANT EXPANSION			
SLUDGE LAGOON			
GRADING			
SHIMEK, JACOBS & FINKLEA			
CONSULTING ENGINEERS			
Dallas, Texas			
DESIGNED BY	J.E.L.	PROJECT	80 195
DRAWN BY	R.J.L.	DATE	DECEMBER, 1981
			SHEET NO. 75 OF 97 SHEETS





# **Attachment C**

## **Forms**



**City of Waco, Texas**  
**Request for Bids**  
**No. 2016 - 004**  
**For WMARSS Lagoon 3 Cleaning**

**REGISTER INTEREST**

**You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: [jodyc@wacotx.gov](mailto:jodyc@wacotx.gov).**

**Company/Firm:** \_\_\_\_\_

**Name of Contact Person(s):** \_\_\_\_\_

**Email(s):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.**

**Notices and addenda are posted on the City's website and can be accessed at: <http://www.waco-texas.com/purchasing-rules.asp>.**

City of Waco Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254-750-8060  
Fax 254-750-8063  
[www.waco-texas.com](http://www.waco-texas.com)



## Business Entity Identification

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: \_\_\_\_\_

Doing Business As (assumed name): \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Check the appropriate box to designate the type of business entity & complete the information below.**

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation  
☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership  
☐ Limited Liability Company ☐ Professional Limited Liability Company  
☐ Other \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State Where Started: \_\_\_\_\_

**Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below.**

**To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.**

<b>1</b>	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
<b>2</b>	Position or title with business entity	
<b>3</b>	Address (if different from above)	
<b>4</b>	Who is authorized to execute contracts and other documents?	
<b>5</b>	What is the title or position of the person listed in #4?	
<b>6</b>	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

**In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



**DOCUMENT ESTABLISHING AUTHORITY**  
**TO EXECUTE CONTRACT**

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

This certification form is presented below for your convenience.

**CERTIFICATION REGARDING ATTACHED DOCUMENT**

I, the undersigned person, as the *{title}* \_\_\_\_\_ of  
*{business entity}* \_\_\_\_\_, certify that the attached  
document authorizes *[name of person]* \_\_\_\_\_ to execute  
contracts and other documents on behalf of said business entity and said document has not been  
revoked, altered, or amended and is still in full force and effect.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

**Attach document to this form**

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

### RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_

\_\_\_\_\_ that  
(Name of Corporation)

\_\_\_\_\_ is hereby authorized to execute a contract  
(Name)

with the City of Waco to complete/construct \_\_\_\_\_

\_\_\_\_\_.  
(Name of Project, Project No.)

\_\_\_\_\_, Secretary, is authorized to attest the  
signature binding the corporation.

\_\_\_\_\_  
Corporate Name

(Corporate Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of Corporation

### CERTIFICATION

I, \_\_\_\_\_, certify that the above resolution  
(Secretary of Corporation)

was adopted by the Board of Directors of \_\_\_\_\_  
(Corporation)

at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Secretary)

\_\_\_\_\_  
(Print Name of Secretary)

**Business Entity Identification**

**Complete and Return with Bid/Proposal/Qualifications**

If business entity has no document to provide to declare who has authority to execute a contract on behalf of a business entity, this affidavit may be completed.

**AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY,  
CORPORATION, OR PARTNERSHIP**

Name of Business Entity: \_\_\_\_\_

Which is    ☐ Corporation                      ☐ Professional Corporation  
                 ☐ General Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership  
                 ☐ Limited Liability Company                      ☐ Professional Limited Liability Company

**On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_,  
A.D., 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public In and For the State of Texas

**Business Entity Identification**

**Complete and Return with Bid/Proposal/Qualifications**



## **Workers' Compensation Coverage Verification Form**

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section 406.096** directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) they provide workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) they receive a certificate from each subcontractor showing that every employee of the subcontractor is covered by workers' compensation insurance.

For your convenience, Texas Labor Code – Section 406.096 is attached as well as language required by 28 Texas Administrative Code Section 110.110(c)(7).

Please review this information prior to completing the City of Waco Workers' Compensation Coverage Verification Form.

If you have questions concerning this form, contact City of Waco Risk Management office at (254) 750-5730.

LABOR CODE  
TITLE 5. WORKERS' COMPENSATION  
SUBTITLE A. TEXAS WORKERS' COMPENSATION ACT  
CHAPTER 406. WORKERS' COMPENSATION INSURANCE COVERAGE

EXTRACT:

Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS. (a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

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

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

**Texas Administrative Code Title 28 Section 110.110(c)(7)** requires the following language to be contained in building and construction bid specifications and contracts:

**Workers' Compensation Insurance Coverage**

**A. Definitions:**

*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.

*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 governmental entity.

*Persons providing services on the project* ("subcontractor" in §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 governmental entity 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 governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) 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

(2) 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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 year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 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 governmental entity 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 governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



<b>City of Waco Use Only</b> Date Received:
--

## City of Waco Workers' Compensation Coverage Verification Form. For Building or Construction Contractors.

This form is being filed in accordance with Texas Labor Code – Section 406.96. Required Coverage For Building Or Construction Contractors.

1. Name of Company doing business with the City of Waco.

\_\_\_\_\_.

2. Company Primary Point of Contact for Insurance issues.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_.

Address: \_\_\_\_\_.

Email: \_\_\_\_\_  
(Optional)

3. Name of Insurance Carrier providing Workers' Compensation Coverage for Company Employees.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide a copy of company's proof of Workers' Compensation Coverage from its insurance company.

4. Is this an update to previously provided information on workers' compensation insurance?

\_\_\_\_\_ YES \_\_\_\_\_ NO.



Note: Please inform the City of Waco of changes in Insurance Carriers.

5. Has the Company hired one or more Subcontractors for this project?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

6. Has each Subcontractor provided the Company with a certificate showing workers' compensation insurance coverage for each of the Subcontractor's employees?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

7. Name of each Subcontractor and Name of its Insurance Carrier providing Workers' Compensation Coverage for Subcontractor's Employees:

Subcontractor

Insurance Carrier

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please provide a copy of each Subcontractor's proof of Workers' Compensation Coverage.

8. **Printed Name and Title of person completing this form, and have Witness sign.**

Print Name: \_\_\_\_\_. Title: \_\_\_\_\_.

Signature: \_\_\_\_\_. Date Signed: \_\_\_\_\_.

**WITNESS:**

Signature: \_\_\_\_\_. Date Signed: \_\_\_\_\_.

Print Name: \_\_\_\_\_.

Print Title: \_\_\_\_\_.



## INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

### **Who must complete and filed CIQ form?**

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 4. Whether or not a conflict exists determines the other information to include on the form.

### **Who is a vendor?**

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

### **What triggers the requirement to file the Form CIQ?**

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

### **When does a conflict requiring disclosure exist? What has to be revealed?**

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  - (3) has a family relationship with an officer of the City of Waco.

### **What family relationships create a conflict?**

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

**Who are officers of the City of Waco?**

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

**When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

**How do I go about filling out the Conflict of Interest Questionnaire form?**

**Section 1:** Fill in the full name of the person or company who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

**Section 2:** Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

**Section 3:** Complete by listing the name of the City of Waco officer with whom there is an affiliation to or business relationship and check the “Yes” or “No” box in Section 3 A, B, or C. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

3.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

3.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

3.C: State whether the filer is employed by a corporation or other business entity with which the City officer serves as an officer or director or holds an ownership interest of 1% or more.

3.D: Describe each employment or business relationship with the local government officer named on the form.

**Section 4.** Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

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

# 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

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

**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 in this section is being disclosed.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

Complete A-C if a conflict exist

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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Identify and describe the relationship, if applicable

**4**

Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****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 in this section is being disclosed.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015



**DISCLOSURE OF RELATIONS WITH  
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

**1. Name of Entity/Business/Person doing business with City:** \_\_\_\_\_

Is the above entity: **(Check one)**

- ☐ A corporation      ☐ A partnership      ☐ A sole proprietorship or an individual  
☐ Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

**2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?**

- ☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.  
☐ **YES, a person who is a/an**    ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

**is:** **(Check all applicable boxes below)**

- ☐ related to by blood or marriage\*    and/or    ☐ a member of the same household as  
and / or    ☐ financially dependent upon\*\*    and/or    ☐ financially supporting\*\*  
to a City of Waco    ☐ City Council member,    ☐ officer    or    ☐ employee.

\* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

If **YES**, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

**3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?**

- ☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).  
☐ **YES, a person is** **(Check all applicable boxes)**

- (a) **a current City of Waco**    ☐ City Council member,    ☐ officer or    ☐ employee ,  
(b) **and is**    ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,  
**or**    ☐ an employee or    ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One                      **YES**                      **NO**

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Circle One                      **YES**                      **NO**

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One                      **YES**                      **NO**

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid.

**Name of Contractor:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Print Or Type Name And Title:** \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**

**CITY OF WACO**  
**Purchasing Services**  
**Minority/Women Owned Business Certification**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

\_\_\_\_ **YES**

\_\_\_\_ **NO**

**If yes, check one of the blocks (indicate male or female):**

**Black M/F**\_\_\_\_; **Hispanic M/F**\_\_\_\_; **Woman**\_\_\_\_; **Asian M/F**\_\_\_\_;

**Native American M/F**\_\_\_\_\_.

**COMPANY NAME:**\_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:**\_\_\_\_\_

**DATE:**\_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**



## **INSTRUCTIONS FOR CERTIFICATION REGARDING DISBARMENT, ETC.**

1. By signing and submitting this proposal, the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**General Services**  
Post Office Box 2570  
Waco, Texas 76702-2570  
254 / 750-8060  
Fax: 254 / 750-8063  
www.waco-texas.com

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## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
RFB/RFP #: \_\_\_\_\_

**TO: CITY OF WACO  
GENERAL SERVICES  
P.O. BOX 2570  
WACO, TX 76702-2570**

This certification is required or may be required by the regulations implementing Executive Order 12549. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco General Services Department.

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

(1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Company

---

Name and Title of Authorized Representative

---

Signature

---

Date

**PLEASE SIGN AND RETURN WITH BID**



## Application for Local Preference Consideration

Section 271.905 (b) of the Texas Local Government Code  
“CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS IN  
CERTAIN MUNICIPALITIES”:

**If you DO NOT have your principal place of business located within the City of Waco city limits –  
STOP – do not fill out this form.**

In accordance with Section 271.905 (b) of the Texas Local Government Code, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract **for an expenditure of less than \$100,000** with: (1) the lowest bidder or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

**THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME.**

**BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.**

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. **Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.**

I certify that I am a local bidder.

COMPANY NAME: \_\_\_\_\_

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):  
\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*\*\* Read item #2 above BEFORE signing. \*\*\*

**PLEASE SIGN AND RETURN WITH BID**

## RESIDENT CERTIFICATION

Texas Government Code - Chapter 2252 “Contracts With Governmental Entity”  
Subchapter A. Nonresident Proposers

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal of request for qualifications.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: \_\_\_\_\_

Yes, I am a Texas Resident Bidder \_\_\_\_\_ No, I am not a \_\_\_\_\_ Resident Bidder

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**



## Texas Public Information Act

### Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **bid sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_

\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH PROPOSAL/BID**

Revised 10/15/2012



## Submission of Bid and Acknowledgment of Addenda

### RFB No. 2016-004 issued by City of Waco, Texas

The entity identified below hereby submits its response to the above identified RFB. The entity affirms that it has examined and is familiar with all of the documents related to RFB.

#### DECLARATION OF INTENT

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Date : \_\_\_\_\_

Proposal of (entity name) \_\_\_\_\_

Signature of Person Authorized  
to Sign Submission: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**

## **BID AND PROPOSAL PROTEST PROCEDURE**

Adopted October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:  
**Purchasing Services  
c/o City of Waco  
Post Office Box 2570  
Waco, Texas 76702-2570**
3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's bid award recommendation being submitted to the Waco City Council for award.
4. The written protest must include the following information before it may be considered by the city:
  - (a) name, mailing address, and business phone number of the protesting party;
  - (b) identification of the bid or proposal being protested;
  - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
  - (d) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
6. If the purchasing services department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information.

**The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the city council during the hearing of the visitors session.**



**Attachment D**  
**Sample Contract Forms**

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CITY OF WACO**, herein called "Owner" acting herein through its City Manager or Assistant City Manager, and \_\_\_\_\_ herein called "Contractor".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction and repair work for the **WMARSS Lagoon 3 Cleaning** hereinafter called the Project, for the sum of \_\_\_\_\_ Dollars (\$) and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project. The Project shall be completed in accordance with the conditions and prices stated in the Bid Proposal, the City of Waco Standard Specifications for Constructions, the Supplemental Specifications, and any other drawings and printed or written explanatory matter, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **365** working days thereafter and perform the work in accordance with the specifications. The Contractor further agrees to pay, as liquidated damages, the sum of **\$250.00** for each working day thereafter as hereinafter provided in Section 7.8 of the General Provisions of the City of Waco Standard Specifications for Construction book

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 4 of the City of the General Provisions of the Waco Standard Specifications for Construction book.

**Contract**  
**Page 2**

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract, in the year and day first above mentioned.

(City Seal)

**CITY OF WACO, TEXAS**

:  
ATTEST:

BY: \_\_\_\_\_  
Dale A Fisseler, P.E., City Manager

\_\_\_\_\_  
Esmeralda Hudson, City Secretary

APPROVED AS TO FORM & LEGALITY

APPROVED:

\_\_\_\_\_  
Jennifer Richie, City Attorney

\_\_\_\_\_  
Department Director

APPROVED:

\_\_\_\_\_  
Melissa Sullinger, Risk Manager

(Corporate Seal)

\_\_\_\_\_  
CONTRACTOR

ATTEST/WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or Witness

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Note: If Contractor is a corporation, corporate secretary should attest. For other types of entities, a witness should sign.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the CITY OF WACO (hereinafter called the  
“Owner”) in the penal sum of 5% of the amount of bid, \$\_\_\_\_\_,  
for the payment of which sum, well and truly to be made, we hereby bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally.

WHEREAS, the Principal has submitted a bid to the Owner for  
WMARSS Lagoon 3 Cleaning, which is attached hereto and made a part hereof.

NOW THEREFORE, the condition of the above obligation is such that

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

\*Bid Bond and Power of Attorney must carry date of bid opening

**BID BOND**

**Page 2**

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and attested by their duly authorized representatives this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal – Contractor\*

\_\_\_\_\_  
(Principal) Secretary

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Corporate Seal)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

BY:

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

ADDRESS: \_\_\_\_\_

(Surety Seal)

\*If Contractor is Partnership, all Partners should execute bond.

Bond No. \_\_\_\_\_

**PAYMENT BOND**

Meets Requirements of Chapter 2253, Texas Government Code.  
Required by City of Waco where contract is over \$50,000

**THE STATE OF** TEXAS  
**COUNTY OF** McLENNAN

**KNOW ALL MEN BY THESE PRESENTS:** That we (1) \_\_\_\_\_  
(2) \_\_\_\_\_ of (3) \_\_\_\_\_ hereinafter called  
Principal and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called Surety, are held and firmly bound unto THE CITY OF WACO of McLENNAN  
COUNTY, TEXAS, and unto all persons, firms, and corporations, who may furnish materials for, or  
perform labor upon the building or improvements hereinafter referred to in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, to be paid in McLENNAN COUNTY, TEXAS, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with THE CITY OF WACO dated the \_\_\_\_\_\* day of \_\_\_\_\_\*, A.D., 20\_\_\_\_, a  
copy of which is hereto attached and made a part hereof for \_\_\_\_\_  
\_\_\_\_\_ (herein called the "Work").

**[\*Leave dates blank. City will fill in with date of City Council action.]**

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor's office
- (4) Correct name of Surety along with city and state

**NOW, THEREFORE**, the condition of this obligation is such that, if the Principal shall promptly  
make payment to all payment bond beneficiaries as defined in Chapter 2253 of the Texas Government  
Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then  
this obligation shall be null and void, otherwise it shall remain in full force and effect.

## Texas Payment Bond Page 2

This bond is made for and entered into solely for the protection of all payment bond beneficiaries supplying labor and materials in the prosecution of the work provided for in said contract, and all such payment bond beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the Texas Government Code.

**PROVIDED FURTHER**, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed, this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

**NOTE: Date of Bond must NOT be prior to date of Contract.**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal - Contractor\*

(Corporate Seal)

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(Surety Seal)

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_

Address: \_\_\_\_\_

If Contractor is Partnership, all partners should execute bond.

Form 02/11/2015

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

Meets requirements of Chapter 2253, Texas Government Code.  
Required by City of Waco where contract is over \$100,000

**STATE OF** TEXAS  
**COUNTY OF** McLENNAN

**KNOW ALL ME BY THESE PRESENTS:** That we (1) \_\_\_\_\_ a  
(2) \_\_\_\_\_ of (3) \_\_\_\_\_ hereinafter called  
Principal and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called Surety, are held and firmly bound unto City of Waco of McLennan County,  
Texas in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, to be paid in McLennan County, Texas, for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators  
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with City of Waco dated the \_\_\_\_\* day of \_\_\_\_\_\*, A.D., 20\_\_\_\_,  
a copy of which is hereto attached and make a part hereof for the construction of:

\_\_\_\_\_

[\*Leave dates blank. City will fill in with date of City Council action.]

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor's office
- (4) Correct name of Surety along with city and state

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications and contract documents during the original term thereof, and any extensions thereof which may be granted by the City of Waco, with or without notice to the Surety, and if Principal shall fully satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City of Waco from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Waco all outlay and expense which the City of Waco may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

For the purposes of Texas Government Code Section 2253.078, "final completion" of this contract shall be when all work has been completed and accepted (including any punch lists or corrections or repairs finished after substantial completion) and the final payment (including any retainage amounts) has been paid to Principal.



