

**LOWER VALLEY WATER DISTRICT  
REQUEST FOR PROPOSAL  
FOR THE REPAVING OF STREET PAVING CUTS  
RFP NO. 24-0318-01**

The Lower Valley Water District is soliciting Request for Proposal for the Repaving of Street Paving cuts. Submission packages are available through the General Manager's Office at 1557 FM Road 1110, Clint, Texas, 79836 or viewed at [www.lvwd.org](http://www.lvwd.org). The Purchasing Department can be reached by e-mail at [purchasing@lvwd.org](mailto:purchasing@lvwd.org) or by calling (915) 974-4800. Addendums to the RFP will be announced through the District's website at [www.lvwd.org](http://www.lvwd.org).

**Sealed proposals are due and must be submitted by 3:00 P.M., local time, on Monday, March 18, 2024, at which time only the names of the proposers will be read aloud.**

The work under this contract shall be for the furnishing of all labor, material, rental equipment, transportation, and services for the repair of highway, street or alley cuts made by the Lower Valley Water District's crews in the construction or maintenance of water or sewer mains, service lines, or appurtenances. Work under this contract may also be for the repair of such cuts made by contractors for water and sewer mains while working for the utility. The term of the contract will remain in effect for One-Year.

**A pre-bid meeting is scheduled for Friday, March 8, 2024, at 3:00 P.M./MT, at the Lower Valley District, 1557 FM 1110, Clint, Texas.**

Sealed proposals must be clearly marked **Request for Proposal: Repaving of Street Paving Cuts; RFP NO. 24-0318-01** and delivered to 1557 FM Road 1110, Clint Texas on the date and time noted above. **Late or faxed RFPs will not be accepted.**

The Lower Valley Water District retains the right to accept or reject any and all RFP(s), to waive the technicalities, and select the RFP(s) which are in the best interest of the District.

To be advertised in the *El Paso Times* on Thursday, February 29, 2024 and Thursday, March 7, 2024.

## REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01

### INVITATION TO BID

The Lower Valley Water District is soliciting Request for Proposal for the Repaving of Street Paving cuts. Submission packages are available through the General Manager's Office at 1557 FM Road 1110, Clint, Texas, 79836 or viewed at [www.lvwd.org](http://www.lvwd.org). The Purchasing Department can be reached by e-mail at [purchasing@lvwd.org](mailto:purchasing@lvwd.org) or by calling (915) 974-4800. Addendums to the RFP will be announced through the District's website at [www.lvwd.org](http://www.lvwd.org).

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### SCOPE OF WORK

The work under this contract shall be for the furnishing of all labor, material, rental equipment, transportation, traffic control and services for the repair of highway, street or alley cuts made by the Lower Valley Water District's crews in the construction or maintenance of water or sewer mains, service lines, or appurtenances. Work under this contract may also be for the repair of such cuts made by contractors for water and sewer mains while working for the utility.

- Where applicable, Contractor will cut and remove old paving of 2" deep and cut 1 foot all the way around the area.
- If the area is not 2-sacked, Contractor must remove material and replace it with 2-sack (TxDOT Standards), where it applies.
- Contractor must provide to Owner the approved traffic control plan for the entire project and adjacent areas, where applicable. The traffic control plan must be maintained for the duration of the project.
- If the work falls under County property (area), Contractor is required to remove material and replace with 2-sack.
- It is the responsibility of the Contractor to process and obtain all required permits under the authority of the Town of Clint, City of Socorro, City of San Elizario, County of El Paso and/or TxDOT Right of Way Division.
- **Project Addresses and Drawing are provided under Appendix A**

### CONTRACTOR'S RESPONSIBILITY FOR PAVING

It is the intent of these specification that the paving cut be completed and functioning in accordance with the specified purpose. Therefore, it is the direct responsibility of the Contractor to furnish, install and construct all material and labor required by the specifications (Bid Form) for the price stated on the Base Bid of the Bid Form, and to take account of all subsidiary

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requirements of the materials and other items furnished to the end that the paving cut functions in accordance with the specified requirements. Each paving cut shall be completed within 72 hours from the date of the Notice to Proceed.

### TRAFFIC CONTROL AND PERMITS

It is the responsibility of the contractor to secure traffic control and all permits approved by the governing entity (County, TxDOT, City of Socorro, Town of Clint, City of San Elizario). Traffic Control must be submitted for approval to the governing entity before work begins, unless otherwise specified by each entity (where applicable).

### INSTRUCTION TO BIDDERS

#### 1. DEFINED TERMS

**Bidder** – means the entity (such as a corporation, partnership or sole proprietor) that submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder.

**Successful Bidder** – The lowest, responsible and responsive Bidder to whom Owner (on the bases of Owner's evaluation as hereinafter provided) makes an award.

**Bidding Documents** – includes the **Advertisement, Notice to Bidders, Instruction to Bidders, Bid Form, Bid Bonds, Standard Terms and Conditions, Special Terms and Conditions, Appendix A, Appendix B,** and the proposed **Contract Documents** (including all **Addenda** issued prior to receipt to Bids).

**Texas Resident Bidder** – A bidder whose principal place of business is in this state and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**Nonresident Bidder** – A bidder whose principal place of business is not in this state, but excludes a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

#### 2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete set of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement of Invitation to Bid may be obtained at the Purchasing Department, Lower Valley Water district, 1557 FM Road 1110, Clint, Texas, 79836 or at [www.lvwd.org](http://www.lvwd.org). Phone number 915-974-4800.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor the engineer assumes any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

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- 2.3 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. DETERMINING LOWEST RESPONSIBLE, RESPONSIVE BIDDER

To demonstrate that the Bidder is responsible and able to perform the Work, each Bidder must be prepared to submit written evidence, such as financial data, previous experience, present commitments and other data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Award of the Contract.

In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:

- a) the quality, availability and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;
- b) the number and scope of conditions attached to the bid;
- c) the ability, capacity and skill of the entity to perform the contract or to provide the service required;
- d) whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
- e) the character, responsibility, integrity, reputation, and experience of the bidder;
- f) the quality of performance of previous services, or contracts;
- g) the previous and existing compliance by the bidder with laws relating to the contract or service;
- h) any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
- i) the sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and
- j) the ability of the bidder to provide future maintenance, repair parts, and service for the use of the subject of the contract
- k) the ability of the bidder to provide competent personnel for the job, as demonstrated by a listing of the names and the skills of experienced personnel who are currently employed by the bidder and who will be available for performing this work;
- l) the experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.

### **MINIMUM GENERAL REQUIREMENTS – ALL CONSTRUCTION PROJECTS**

#### **PROJECTS WITH VALUE LESS THAN \$1,000,000:**

The Bidder, or at least two \*Key Personnel employed by the Bidder, must demonstrate \*\*Successful Completion of a project similar in nature and scope to this project within the past five (5) years and a project with a value of at least one-third (1/3) the value bid for this project.

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### **PROJECTS WITH VALUE BETWEEN \$1,000,000 AND \$3,000,000:**

The Bidder, or at least three \*Key Personnel employed by the Bidder, must demonstrate \*\*Successful Completion of one project similar in nature and scope to this project within the past five (5) years and one project with a value of at least 50% of the value bid for this project.

### **PROJECTS WITH VALUE BETWEEN \$3,000,000 AND \$6,000,000:**

The Bidder must demonstrate a minimum of four (4) years' experience in projects similar in nature and scope to this project. At least four \*Key Personnel employed by the Bidder must have a minimum of five (5) years' experience in similar construction projects. The Bidder must demonstrate \*\*Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project and one project with a dollar value of at least 60% of the value bid for this project. The bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

### **PROJECTS WITH VALUE BETWEEN \$6,000,000 AND \$15,000,000**

The Bidder must have a minimum of five (5) years' experience in projects similar in nature and scope to this project. At least four of the Bidder's \*Key Personnel must have a minimum of five (5) years' experience in similar construction projects. The Bidder must demonstrate \*\*Successful Completion of at least two (2) projects similar in nature and scope to this project and one project with a dollar value of at least 75% of the value bid for this project, both within the past five years. The Bidder must demonstrate that it has an experienced employee who will serve as the scheduler; who is dedicated to this project; who has successfully employed scheduling techniques appropriate for this project. At least two (2) \*Key Personnel for this project must have completed at least two (2) projects, similar in scope and nature to the project being bid, as an employee of the Company bidding this project.

- **KEY PERSONNEL:** Defined as individuals who will be directly assigned to this project. Includes, but is not limited to, the Owner, the Principals of the Bidder, the Project Manager, the Project Superintendent, the Scheduler, the Bidder's Construction Engineer, and supervisory personnel such as the Foremen who will be directly assigned to this project. Resumes of Key Personnel must be submitted and accepted by the Owner in order for Bidder to receive Award. Bidders are encouraged to submit documentation with the Bid but shall submit such documentation to Purchasing no later than ten days after Bid Opening.
- **SUCCESSFUL COMPLETION:** Defined as completion of a project on time, which generally means no more than thirty (30) days later than the original contract time allocated. It also means within budget, which generally means within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsive the bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation whether as to the project may be considered "successful". For any project where

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**liquidated damages were assessed, the Bidder will not be considered to have been on time.**

**BIDDER MUST MEET THE FOLLOWING MINIMUM PROJECT SPECIFIC CRITERIA IN ORDER TO QUALIFY FOR AWARD OF THE BID:**

1. **The Bidder must have a minimum of three (3) years experience in patch paving of streets in compliance with specifications similar in size and complexity to this project, demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), including one project of similar value and scope and at least one project with a value at least 50% of the value of this project.**

**IT IS MANDATORY THAT BIDDERS SUBMIT WITH HIS BID A FULLY EXECUTED BID PROPOSAL (including the tabulation of proposed Subcontractors and Suppliers), THE CERTIFICATE OF INSURANCE AVAILABILITY. FAILURE TO SUBMIT THESE ITEMS WITH THE BID WILL RESULT IN A FINDING THAT THE BID IS NON-RESPONSIVE AND THE BID WILL BE DISQUALIFIED.**

Where applicable, Bidders shall furnish a financial statement or other evidence of the Bidder's financial sufficiency to perform the contract, a sworn statement of his experience record, and a listing of the equipment available to him or any other statement or documentation required by the Owner as to his capability to complete the Work. The Post-Bid/Pre-Award Checklist and the Qualifications Statement may require submittal of additional documentation. PLEASE REVIEW THE CHECKLIST PROVIDED AT THE END OF THIS SECTION 00100.

**To assist the Owner in evaluating the Bidder's responsibility, the lowest responsive Bidder is required to submit the "Qualification and Financial Disclosure Statement" found at the end of Section 00100 within five (5) calendar days of the OWNER'S request.**

The Checklist found at the back of this Section is provided to assist the Bidder in fulfilling these requirements.

Owner's (LVWD) will evaluate the responsiveness of the Bidder with regard to those items on the Bid Proposal Checklist, which are indicated as Mandatory to be submitted at the time of the Bid is submitted. The Bids will be evaluated on the basis of responsiveness, financial capability and qualifications of the Bidder as set forth in this document and the Standard Terms and Conditions. Purchasing Agent will forward to the General Manager for presentation to the Lower Valley Water District's board for award.

Bidder is required to submit information regarding his status as a "RESIDENT" or "NONRESIDENT" on the spaces provided in the proposal form.

A "nonresident Bidder" will not be awarded the Contract if the state of his principal place of business assesses a penalty against our-of-state bidders unless his bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident

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bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

The term "Texas Resident Bidder" and "Nonresident Bidder" shall have the meanings set forth for those terms in Chapter 2252 of the TX. Government Code.

### 4. INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the contract Documents are to be directed to the Purchasing Department in writing to the following e-mail; [purchasing@lvwd.org](mailto:purchasing@lvwd.org), with subject "**Repaving of Street Paving Cuts; RFP No. 24-0318-01**". Interpretations or clarifications considered necessary by the Purchasing Agent, in response to such questions, will be issued by Addenda mailed or posted on the District's website to all parties recorded by the Purchasing Agent as having received the Bidding Documents. Questions received less than 72 hours prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

### 5. SUBSTITUTE OR "OR EQUAL" ITEMS

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor is acceptable to Owner, application for such acceptance will not be considered by Owner until after the date of the Notice to Proceed.

### 6. BID FORM

- 6.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner.
- 6.2 All blanks on the Bid Form must be completed in ink. Bids which do not have all blanks filled in or completed may be rejected at the Owner's option.
- 6.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

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- 6.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 6.5 All names must be printed below the signature.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 6.7 The address and telephone number for communications regarding the Bid must be shown.
- 6.8 The Following Forms Found in Appendix B must be made part of the Bid Form; Conflict of Interest P

### 7. SUBMISSION OF BIDS

**Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.**

### 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 8.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid; that the mistake is clerical; that the mistake is so serious that enforcement of the Bid would be unconscionable; and that the mistake has occurred despite the exercise of ordinary care; that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### 9. OPENING OF BIDS

Bids will be opened on **Monday, March 18, 2024 at 3:00 P.M./Mountain Standard Time**, unless the bid opening date is updated through an addendum to the bid, and **only names of the proposers will be read aloud**. Prospective Bidders are encouraged to check the districts website at [www.lvwd.org](http://www.lvwd.org), of any addendums to the bid.



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### 10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date

### 11. AWARD OF CONTRACT

- 11.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and the right to disregard all immaterial, nonconforming, and non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is not responsible because the Bidder is deemed to be unqualified or of doubtful financial ability or fails to meet any other pertinent criteria established by Owner under Paragraph 3 hereof. **Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.** Any bids submitted in which there is a material failure to comply with the Bid requirements or specifications will be rejected and the contract will be awarded to the lowest responsible Bidder conforming to the specifications unless the Owner decides to reject all Bids.
- 11.2 In evaluating Bids, Owner will consider the responsiveness of the Bid, responsibility of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 11.3 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in Accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 11.4 If the contract is to be awarded, it will be awarded to the lowest Bidder whose responsibility has been evaluated in accordance with these Instructions to Bidders.
- 11.5 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

### 12. CONTRACT SECURITY

- 12.1 When applicable, the Special Terms and Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder

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delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds and the Certificate of Insurance and insurance policies. A Payment Bond must be provided for contract over \$250,000.00 or greater in value. **Contracts under \$250,000.00, the Owner reserves the right to waive the requirement for Payment and Performance Bonds, provided that payment is not due to the Contractor until the Work is completed and accepted by the Owner.** Any provision in any bond furnished in attempted compliance with House Bill No. 31 that expands or restricts the rights or liabilities provided under this Act shall be disregarded and the provisions of this Act shall be read into the Bond.

### 13. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days hereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the Required Bonds (for projects totaling \$250,000.00 and up) and a copy of the Certificate of Insurance along with a copy or copies of the actual Insurance policy or policies. Within ten days thereafter, Owner shall deliver two fully signed counterparts to Contractor.

### 14. SALES AND USE TAXES

Owner is exempt from Municipal and State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary General Conditions SC-6.15 for additional information.

### 15. PRE-BID CONFERENCE

A pre-bid conference is highly recommended to all interested Bidders. The pre-bid conference will be to clear any questions and doubts regarding bid specifications. The pre-bid conference will be held at the Lower Valley Water District's main offices on Friday, March 8, 2024 at 3:00 P.M./Loal Time.

**QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT**

(To be provided by apparent low bidder within five days of request by Engineer)

**BIDDER:**

**PROJECT NAME:**

\_\_\_\_\_

\_\_\_\_\_

**1. ORGANIZATION**

1.1. How many years has your organization been in business as a Contractor?

1.2. How many years has your organization been in business under its present business name?

1.2.1. Under what other or former names has your organization operated?

1.3. If your organization is a corporation, answer the following:

1.3.1. Date of incorporation:

\_\_\_\_\_

1.3.2. State of incorporation:

\_\_\_\_\_

1.3.3. President's name:

\_\_\_\_\_

1.3.4. Vice-president's name(s):

\_\_\_\_\_

\_\_\_\_\_

1.3.5. Secretary's name:

\_\_\_\_\_

1.3.6. Treasurer's name:

\_\_\_\_\_

1.4. If your organization is a partnership, answer the following:

1.4.1. Date of organization:

\_\_\_\_\_

1.4.2. Type of partnership  
(if applicable)

\_\_\_\_\_

1.4.3. Name(s) of general  
Partner(s)

\_\_\_\_\_

1.5. If your organization is individually owned, answer the following:

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1.5.1. Date of organization: \_\_\_\_\_

1.5.2. Name of owner: \_\_\_\_\_

1.6. If the form of your organization is other than those listed above, describe it and name the principals:

**2. LICENSING**

2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Electrician or other trade required under the Instruction to Bidders section of this Bid.

2.2. List jurisdictions in which your organization's partnership or trade name is filed.

**3. EXPERIENCE**

3.1. List the categories of work that your organization normally performs with its own forces.

3.2. Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1. Has your organization ever failed to complete any work awarded to it?

3.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details)

3.4. On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1. State total worth of work in progress and under contract:

3.5. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

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3.5.1. State annual amount of construction work performed each year during the past five years:

3.6. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Submit resumes of Key Personnel (as defined in Section 00100 Instruction to Bidders). Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times. No substitution shall be made without the written authorization of the Owner and the Engineer based upon acceptance of the qualifications of the proposed substitute.

3.7. On a separate sheet, provide evidence that the Bidder meets the minimum criteria called out in Section 00100 Instruction to Bidders. Provide similar evidence for Subcontractors, if required by Bid or by Engineer.

3.8. Provide the MVWBE CERTIFICATION SUMMARY FORM found at the end of Section 00300.

**4. REFERENCES**

4.1. Trade References:

4.2. Bank References:

4.3. Surety:

Name and telephone number of Bonding Company: \_\_\_\_\_

Name, telephone and address of Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. FINANCING**

5.1. Financial Statement

5.1.1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

a. Cash Flow Statement

b. Notes to Financial Statement

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- c. Auditor Statement
- d. Comparison Statements, if available.
- 5.1.2. Name and address of firm preparing attached financial statement, and date thereof:
- 5.1.3. Is the attached financial statement for the identical organization named on page one?
- 5.1.4. If not, explain the relationship and financial responsibility of the organizations whose financial statement is provided (e.g., parent-subsiary).
- 5.2. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**6. SIGNATURE**

6.1. To be executed by a Principal of the firm authorized to certify the foregoing information: \_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

6.2 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Name of Organization: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

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

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**BID PROPOSAL CHECKLIST**

- 1 MANDATORY: Signed Bid Form with all blanks filled in, including names of all Subcontractors and Suppliers.
- 2 MANDATORY: Certificate of Insurance Availability
- 3 MANDATORY: Conflict of Interest Questionnaire.
- 4 MANDATORY(FORMS): Acknowledgement Form and Deviation Form

**POST-BID/PRE-AWARD CHECKLIST**

- 1 MANDATORY: Evidence of Worker's Compensation Insurance Coverage: a Certificate of Insurance or Form TWCC-81, TWCC-82, TWCC-83, TWCC-84, TWCC-85 or if self insured, a coverage agreement filed with the Texas Worker's Compensation Commission's Division of Self Insurance Regulation.
- 2 MANDATORY: If employees provided by leasing company, evidence of Texas State License and copy of their Worker's Compensation policy.
- 3 MANDATORY: Financial Statements.
- 4 MANDATORY: Evidence that Bidder meets general and project specific criteria (Section 0100)
- 5 MANDATORY: Qualification Statement and Qualifications of Key Personnel (included in Section 00100)
- 6 Copies of unexecuted subcontracts and list of anticipated purchase orders to Subcontractors and Suppliers phone number.

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

**CONTRACT SUBMITTAL CHECKLIST**

1	Executed Agreement
2	Updated Insurance Certificate and Policies
3	Certificate of Account Status (paid franchise taxes).
4	Federal Tax Identification Number/W-9



**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

**BIDFORM**

**PROJECT IDENTIFICATION:** Lower Valley Water District  
**REPAVING OF STREET PAVING CUTS**

**BID NO.:** 24-0318-01

**Name and Address of OWNER:** Lower Valley Water District  
1557 FM 1110 Rd.  
Clint, TX. 79836

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisements of Invitation to Bid and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Numer
_____	_____
_____	_____
_____	_____
_____	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

- C. BIDDER has given Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER.
  - D. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work in accordance with the contract Documents for the following price(s):

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

**UNIT PRICE SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Sub Item</b>	<b>Quantity Per Cut Unit/Sq. yd.</b>	<b>Quantity Est. Total Unit/Sq yd</b>	<b>Bid Price Per Unit</b>	<b>TOTAL</b>
<b>1</b>	<b>County Rd. / Town of Clint / City of Socorro</b> Excavation Prime and 12" - 2 SK soil cement backfill Prime and 2" H.M.A.C.	<b>1a</b>	<b>0.0 - 49.00</b>	<b>1,500</b>	\$ _____	\$ _____
		<b>1b</b>	<b>50.00 - plus</b>	<b>150</b>	\$ _____	\$ _____
<b>2</b>	<b>County Rd./ Town of Clint/ City of Socorro/ TxDOT</b> Excavation Prime and 2" H.M.A.C. (2 SK Cement Backfill installed by others)	<b>2a</b>	<b>0.0 - 29.99</b>	<b>1,000</b>	\$ _____	\$ _____
		<b>2b</b>	<b>30.00 - plus</b>	<b>200</b>	\$ _____	\$ _____
<b>3</b>	<b>TxDOT Rd.</b> Excavation Prime and 4" H.M.A.C. (2 SK Cement Backfill installed by others)	<b>3a</b>	<b>0.0 - PLUS</b>	<b>200</b>	\$ _____  \$ _____	\$ _____  \$ _____

**Total Base Bid**      \$ \_\_\_\_\_

**NOTE: When applicable, prices shall include Safety Traffic Control Equipment such as Steel Plates, Barricades, Traffic Lights, Cones, Barrels or any other approved certified safety engineering equipment to be approved by the appropriate governing jurisdiction and Utility Engineer.**

Quantities are those estimated for a one-year period and establish the value of the Bond required.  
Quantities are not guaranteed.

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

In accordance with Section 151.311 of the Texas Tax Code (V.A.T.C.S.) regarding taxes on materials and services, and requiring a separated contract, the following is the breakdown of cost for materials and cost for labor for this bid:

MATERIALS TO BE INCORPORATED  
IN PROJECT NOT SUBJECT TO SALES TAX: \$ \_\_\_\_\_

LABOR TO BE INCORPORATED IN  
PROJECT NOT SUBJECT TO SALES TAX: \$ \_\_\_\_\_

RENTAL EQUIPMENT  
AND OTHER TAXABLE ITEMS: \$ \_\_\_\_\_

OTHER (i.e. BONDS, INSURANCE,  
CAPITAL EQUIPMENT, ETC.) \$ \_\_\_\_\_

**\*TOTAL CONTRACT:** \$ \_\_\_\_\_  
\*(Total Must Equal Total Bid Price)

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

**BIDDER MUST ANSWER THE FOLLOWING QUESTIONS: (Refer to INSTRUCTIONS TO BIDDERS for definitions)**

- A. Is the bidder that is making and submitting this bid a "RESIDENT BIDDER" or a NONRESIDENT BIDDER?

Answer: \_\_\_\_\_

- B. If the bidder is a "NONRESIDENT BIDDER", does the state in which the Nonresident Bidder's principal place of business is located have a law requiring a Nonresident Bidder of that state to bid a certain amount of percentage under the bid or a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: \_\_\_\_\_

5. The following documents are attached to and made a conditions of this Bid:

- A. Required Bid Security in the form of \_\_\_\_\_

\_\_\_\_\_

- B. A tabulation of all Subcontractors who will provide labor at the site of the work or render services to the CONTRACTOR in or about the construction of the work and Suppliers and other persons and organizations is required to be identified in this Bid. Complete the following table, designating each as Small Locally-Owned Business Enterprise (SMLB), Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), or Other (not either SMLB, WBE, or MBE) is required. Only one category may be checked. Include the work item and value of work to be provided by the Prime Contractor, as well as its category.

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

Tabulation of Subcontractors and Suppliers

SUBCONTRACTOR/SUPPLIER	WORK ITEM	SUBCONTRACTOR OR PURCHASE ORDER VALUE	SMLB	MBE	WBE	OTHER
<b>Prime Contractor:</b>						

C. Will the Contractor meet the Small Locally Owned Business Enterprise, Minority Business Enterprise and Women-Owned Business Enterprise goals as required by these contract documents and the funding agencies?

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

If "YES", include above each of the firms to be used, their business status as a MBE, WBE or SMLB, the proposed dollar value and type of work to be performed.

If "NO", documentation supporting good faith effort is required.

6. Communications concerning this Bid shall be addressed to the following named individual, address and telephone number:

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 200\_\_.

IF BIDDER IS:

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Name of Bidder)

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

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(Signature – general partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

Phone No.: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

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

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

When proposing as a Corporation, Bidder swears and affirms by signing this Bid that the proposing Corporation is currently in existence, is currently authorized to do business in the State of Texas (or State of incorporation) and that no franchise tax reports or payments are delinquent as of the date of this Bid Proposal. The Bidder will provide a Certificate of Account Status with the signed Contract Documents. See the Agreement, Section 00500, for the sample form which is to be obtained by the successful Contractor



**REPAVING OF STREET PAVING CUTS; RFP NO. 24-0318-01**

from the Texas (or other state) Comptroller of Public Accounts and submitted as part of the final, executed Contract Documents

LOWER VALLEY WATER DISTRICT  
SPECIAL TERMS AND CONDITIONS

**Request for Proposal for the Repaving  
Of Street Paving Cuts  
RFP NO. 24-0318-01**

**1. Acknowledgment of Insurance Requirements:** By signing its proposal, Bidder acknowledges that the evidence of required insurance (Certificate of Liability Insurance) must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, LVWD may rescind its acceptance of the Offeror's proposal.

**2. Liability:** The contractor shall be solely liable, both to the claimant and to the District, for any claims for injury or damage to person or property which occurs at the location of any paving cut which has not been repaired within the 72 hours, which injury or damage arises out of or is connected in anyway with the failure of the cut to be repaired within the prescribed time.

Further, the Contractor shall be solely liable for injury or damage which results at any time within the guarantee period from the faulty repair of such cuts. Notwithstanding any other provision in the contract of these conditions of the standard specification and contract documents, the Contractor shall procure and maintain in effect, through the period of this contract, public liability, and property damage liability insurance. Said insurance policy shall name the District as well as the Contractor as to the Owner.

Further, the Contractor agrees to notify both its insurance carrier and the District of any claim against it, which occurs at the site of a paving cut which has been release to the Contractor for repairs. The Contractor agrees to give such notice immediately upon the occurrence of such incident or the notification of such claim. A waiver of subrogation in favor of the District shall be provided under the Worker's compensation. Certificate of Insurance will be provided to the District upon Notice of Award.

**3. License/Bonding Requirements:** Vendor must be Bonded, Insured, and Licensed in the State of Texas.

**4. Ordering Method:** Vendor agrees that no deliveries of supplies and/or services will be made unless they are in receipt of a properly executed Purchase Order issued by the Lower Valley Water District for items and or services to be delivered. The District is under no obligation to pay any vendor for delivery of goods or services without receipt of a Purchase Order. **Request for supplies, material, and/or services will be made through an official Purchase Order on an as needed basis by the District.** Vendor is expected to make reference to District's Purchase Order on all invoices.

**5. Estimated Quantities** are for bid purposes only.

6. **Guarantee:** The Contractor must guarantee all work, for a period of one (1) year after completion and acceptance of each individual repair. He will correct all faults and deficiencies, at no cost to the Lower Valley Water District, within the guarantee period.

7. **Measurements and Payment:** Contractor will submit request for payment for work completed by providing a statement showing the location, size of repair, cost, pictures of the area and approval by District's Inspector. Invoice will be paid N/30 from the date that the Payables Department receives the invoice by e-mail at [PAYABLE@LVWD.ORG](mailto:PAYABLE@LVWD.ORG).

8. **SALES AND USE TAXES:** The District is exempt from Municipal and State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes must not be included in the contract unit or base bid price.

9. **References:** Please submit three references. Lower Valley Water District reserves the right to contact any and all references to obtain without limitation, information regarding Bidder's performance on previous projects.

10. **District Reserves Rights:** The Lower Valley Water District reserves the right to accept or reject any or all bid(s) and to award the bid(s) deemed most advantageous and in the best interest of the District. No bid may be withdrawn after the bid opening.

11. **Escalation Clause:** The District, at its option, may allow the vendor to escalate the prices quoted, not to exceed 10% per unit price. If the District determines the price increase to be unreasonable, the District may terminate the contract in its entirety, or terminate the part of the contract subject to the increase. The vendor may not increase any price without written authorization from the District. The District reserves the right to request documentation to substantiate any price increase.

12. **Market Conditions:** The District reserves the right during the term of this contract/agreement to test the prevailing market prices. If the Market Prices are significantly lower than the obtained pricing from the awarded vendor, then the awarded vendor will be given the opportunity to adjust pricing or the district may purchase from the quoted vendor.

13. **Forms:**

**APPENDIX A** – Project Addresses and Drawings

**APPENDIX B** – Bid Acknowledgement Form, Deviations, Form CIQ

**APPENDIX C** – Construction Agreement

Request for Proposal for  
Repaving of Street Paving Cuts  
RFP No. 24-0318-01

**APPENDIX A**

- Project Addresses and Drawing

**Request for Proposal for  
Repaving of Street Paving Cuts; RFP No. 24-0318-04  
Project Addresses**

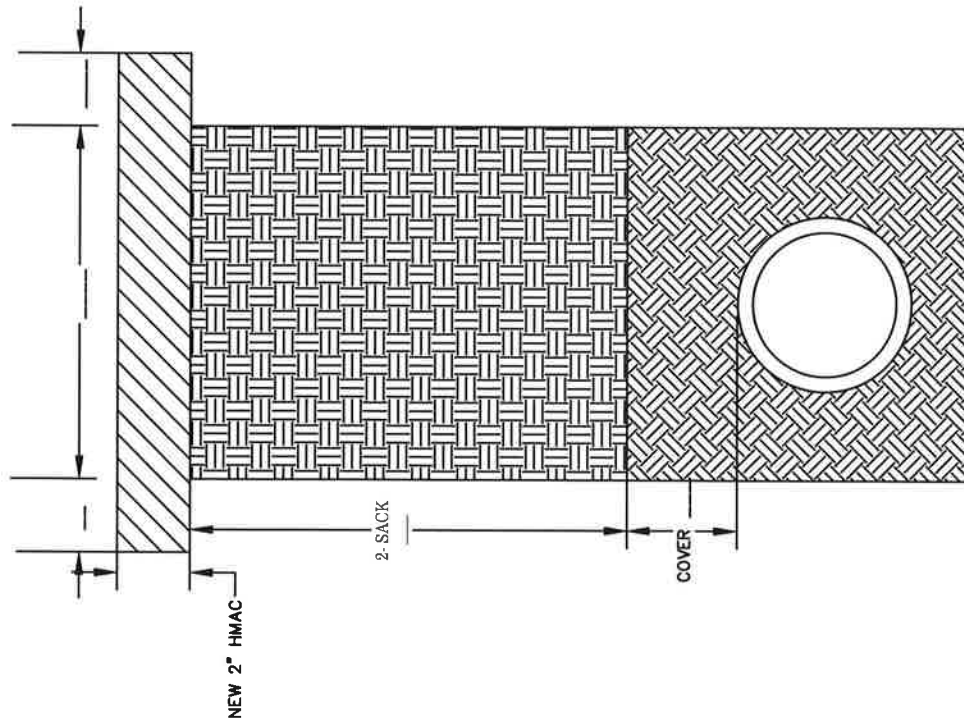
**COUNTY PAVING CUTS**

Item	Unit	Area-Size	Description
1	sq ft	25' X 9'	14804 Loera
2	sq ft	6' X 25'	13940 Fortuna
3	sq ft	18' X 9'	1001 Kannermont Drive
4	sq ft	16' X 5" 9' X 5"	10080 Stedham Circle
5	sq ft	6' X 12'	12325 Playa Bonita Sp B
6	sq ft	5' X 5" X 30'	13061 Fordham
7	sq ft	6' 5" X 7' 5' X 27'	12957 Ben Gurion
8	sq ft	24 X 3	14800 Loera Street

**CITY OF SOCORRO**

9	sq ft	175	371 Buford - Asphalt Replacement
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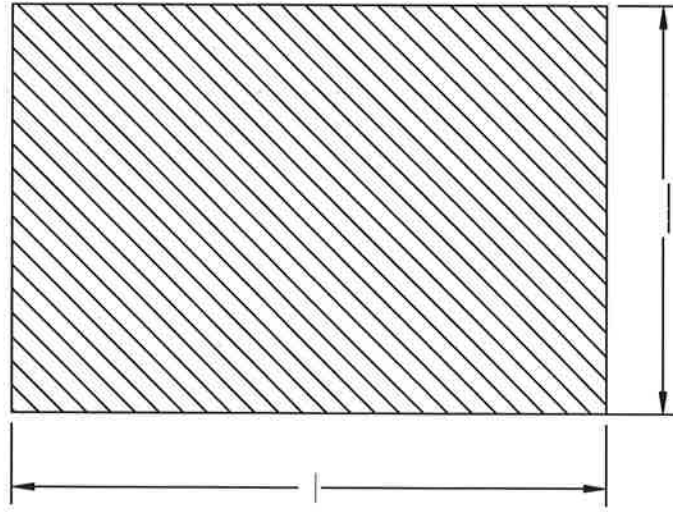
# SIDE VIEW



### CONSTRUCTION KEY NOTES:

- A. APPROXIMATELY A \_\_\_\_\_' X \_\_\_\_\_' PAVING CUT WILL BE REPAIR AT \_\_\_\_\_ ALL STRIPING AND TRAFFIC CONTROL TO BE INCLUDED IN FINAL BID
- B. CONTRACTOR TO VERIFY UTILITY LINES BEFORE EXCAVATING

# TOP VIEW



STANDARD  
DETAIL

DATE:  
REV:

SCALE: N.T.S.



DETAIL NO. \_\_\_\_\_

Request for Proposal for  
Repaving of Street Paving Cuts  
RFP No. 24-0318-01

**APPENDIX B**

- BID Acknowledgment Form
- Deviations Form
- Form CIQ

**LOWER VALLEY WATER DISTRICT**

**Request for Proposal for  
Repaving of Street Paving Cuts; RFP No.  
24-0318-01**

**BID ACKNOWLEDGEMENT  
FORM**

"The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

COMPANY'S NAME: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BIDDER (Signature): \_\_\_\_\_

BIDDER (Print Name): \_\_\_\_\_

POSITION with Company: \_\_\_\_\_

SIGNATURE of Company  
Official Authorizing this Bid: \_\_\_\_\_

Company Official (Print Name): \_\_\_\_\_

Official Position: \_\_\_\_\_

\*\*\*\*\*

The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her bides) includes all changes resulting from said addenda.

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*

Please provide name and title of any employee of your firm who may have acted as a consultant in the preparation of this bid:

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





# 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 is being disclosed.**

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Proposal for  
Repaving of Street Paving Cuts  
RFP No. 24-0318-01

**APPENDIX C**

- Construction Agreement

# Lower Valley Water District

## Construction Agreement

### Request for Proposal For Repaving of Street Paving Cuts LVWD Bid No. 24-0318-01

1. **Scope of Service:** Contractor will provide the following items listed below:

The work consists of furnishing all labor, materials, equipment, transportation, insurance and all appurtenance for the repair of highway, street or alley cuts made by the Lower Valley Water District's crews in the construction or maintenance of water or sewer mains, service lines, or appurtenances. Work under this contract may also be for the repair of such cuts made by contractors for water and sewer mains while working for the utility.

2. **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Lower Valley Water District may be construed by the LVWD as a breach of contract enough to cancel this agreement at the discretion of the LVWD.
3. **Compensation:** LVWD will pay to the Contractor for services rendered, upon completion and inspection of work completed. Payment shall be made Net 30 from the date that the payables department receives the invoice by mail or e-mail. E-mail address is: [PAYABLES@LVWD.ORG](mailto:PAYABLES@LVWD.ORG). Compensation shall be paid only for services performed and accepted by LVWD. To avoid delays in payment, reference the Purchase Order number and or Contract number in the e-mail subject line and on the invoice. Invoices may also be mailed to PO BOX 909, Attn: Payables, Clint, TX 79836.
4. **Start and Completion of Work:** The Contractor shall start after notice to proceed is issued by LVWD. Contractor shall notify LVWD when work is completed.
5. **Authority and Duties of Inspectors:** All Work under the contract shall be subject to inspection and approval by LVWD at all reasonable times including inspection during manufacture. Inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials for use in the Work. The Inspector will also call to the attention of the Contractor any failure to follow Specifications that he may observe. He shall have the authority to prevent the use of any material and to stop any Work being done which does not conform with the Specifications until the question at issue can be referred to and be decided by LVWD Engineer. In no instance shall any action or omission on the part of the Inspector be construed as supervisory control of the Work or of means and methods employed by the Contractor and shall not relieve the Contractor from any of his responsibilities or obligations under the contract. Any goods and services rejected by LVWD shall be promptly repaired or replaced at Contractor's expense. All costs incurred by LVWD in connection with the return of goods rejected by LVWD as defective shall be at Contractor's risk and expense. The Inspector shall in no case act as foreman or perform any duties for the contractor, nor interfere with the management of the Work by the latter.

Any advice the Inspector may give the Contractor shall not be construed as binding upon the Engineer in any way, except as provided in this Section, nor shall it release the Contractor from fulfilling all the terms of the contract.

- 6. Public Convenience and Safety:** The Contractor shall comply with all Federal, State, Municipal and Local laws, bylaws, ordinances, and regulations applicable to the work under this contract, including OSHA and MIOSHA. He shall furnish and use all material, safeguards, safety devices, and protective equipment as required by such laws, ordinances or regulations. He shall also be responsible for taking any other needed actions to protect the life and health of the Contractor's and LVWD's employees on the Work and safety of the public, and to protect the Work and adjoining utilities and property during the construction of the Project.
- 7. Status of Contractor; Responsibility for Payment of Employees and Subcontractors:**

  - a. The Contractor and its agents and employees are independent contractors performing professional services for LVWD and are not employees of LVWD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of LVWD vehicles, or any other benefits afforded to employees of LVWD because of this Agreement.
  - b. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or sub-contractors retained by Contractor in the performance of the services under this Agreement.
- 8. Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.
- 9. Warranty and Guarantee:** Contractor warrants and guarantees to PURCHASER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to OWNER. Such goods shall be of good merchantable quality and fit for the known purposes for which sold and are free and clear of all liens and encumbrances. Contractor and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 10. Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment.
- 11. IRS Form W-9:** Contractor must have on file with the LVWD an IRS Form W-9 before Purchaser will issue any payment to Contractor.
- 12. Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or LVWD laws, rules, regulations, resolutions and ordinances including but not limited to

the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

- 13. Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 14. Termination:** When in LVWD's best interest, LVWD may unilaterally cancel this contract at any time, whether Contractor is in default of any of its obligations hereunder. Under any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, LVWD agrees that Contractor shall be paid for items and/or services already accepted by LVWD, but in no event shall LVWD be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 15. Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 16. Complete Agreement:** The parties agree that the conditions of purchase stated herein and Contractor's Proposal Number; set forth the entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Contractor or terms and conditions of sales set forth in the Contractor's quotation or order or sales acknowledgment shall not constitute a part of the agreement between the Purchaser and Contractor concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 17. Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold LVWD, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whosoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when LVWD is solely at fault.
- 18. Applicable Law; Choice of Law:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of El Paso-County of El Paso, Texas. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of Texas shall govern.
- 19. Amendment:** This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties hereto.
- 20. Insurance:** The contractor will carry and will request its subcontractors to carry the following insurance certification with companies authorized to do insurance business in

the State of Texas in the amounts not less than the following minimum limits of coverages shown and under the conditions noted before any authorization will be given to commence, delivery or installed. Certificates of Insurance must be submitted to LVWD by the successful Contractor after the award notification. The Certificate of Liability Insurance must name the Lower Valley Water District as Certificate Holder.

### **General**

- a. No work will be commenced until all requirements of this section have been approved by LVWD in writing. Lower Valley Water District will be furnished a certificate of insurance on an approved certificate form (Accord Form) or a Texas Department Insurance pre-approved form, prior to the commencement of any work.
- b. All insurance policies will be endorsed to name Lower Valley Water District as an Additional Insured and provide a waiver of subrogation in favor of LVWD. The remarks section should include job description and/or project name and/or bid number.
- c. The insurance shall contain a provision that at least sixty (60) days prior written notice shall be given to LVWD in the event of cancellation, material change or non-renewal.
- d. Insurance(s) shall be underwritten by a company rated not less than A+ in the Best's latest published guide.
- e. There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds LVWD harmless.
- f. If selected by LVWD, Contractor will maintain any insurance coverage as required by the Agreement during the term thereof.

### **Casualty Insurance**

- a. Commercial General Liability Insurance (Occurrences basis only):
  - \$1,000,000 – Each Occurrence
  - \$1,000,000 – General Aggregate
  - \$1,000,000 – Personal & Advertising Injury
  - \$1,000,000 – Products/Completed Operations – Aggregate
  - \$ 5,000 – Premises Medical Expense
  - \$ 500,000 - Damage to Rented Premises (each occurrence)
- b. Commercial (Business) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:



\$1,000,000 (each occurrence) – for Bodily Injury/and Property Damages

**c. Workers Compensation**

\$1,000,000 – Employers Liability – Each Accident

\$1,000,000 – Employers Liability – Each Employee

\$1,000,000 – Employers Liability - Disease – Policy Limit

Statutory Limits

Waiver of Subrogation

d. The contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts/projects and as specified in each section: Additional Requirement(s):

1. Builders Risk Policy for total amount of completed project
2. Bid Bond (if required)
3. Payment and Performance Bond (if required)
4. Any project involving a higher hazard, an additional umbrella limit may be required
5. Endorsement CG2294 is not acceptable, vendor must specifically and affirmatively state in their bid response that their insurance policy does not include Endorsement CG 2294 (elimination of coverage for General Contractors for the work of Sub Contractors).

No deletions/exclusions from standard coverage form allowed without written consent of Lower Valley Water District.

**Umbrella Liability Insurance (Excess) - \$3,000,000**

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
  
- b. This policy shall provide coverage over the Worker's Compensation, Commercial General Liability and Business Automobile Liability.

**Agreed:**

Independent Contractor: \_\_\_\_\_  
Date: \_\_\_\_\_

LVWD Representative: \_\_\_\_\_  
Date: \_\_\_\_\_