

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Personal Injury
 - Contractual Liability (including tort liability of another in a business contract)
 - Product Damage to City Property or others.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
- b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number project name, and bid number.
- b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- d. Persons Providing Services on the Project - 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 services

related to a project.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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**EXHIBIT B
W2017-37-A
BID FORM**

Vendor: _____

PORTLAND CEMENT CONCRETE

Item	Strength	Quantity	Description	Price Per Yard
1	3,000 PSI	100 CU YD	DELIVERED	\$_____/yd.
2	3,000 PSI	300 CU YD	DELIVERED	\$_____/yd.
3	4,000 PSI	100 CU YD	DELIVERED	\$_____/yd.
4	4,500 PSI	150 CU YD	DELIVERED	\$_____/yd.
5	4,500 PSI	750 CU YD	DELIVERED	\$_____/yd.

**EXHIBIT C
W2017-37-A
VENDOR ACKNOWLEDGEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business Phone: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 ____ #2 ____ #3 ____ #4 ____ #5 ____

**EXHIBIT D
W2017-37-A
BIDDERS SUPPLEMENTAL INFORMATION**

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other
_____ Corporation _____ Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

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

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

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

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

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?

EXHIBIT E
W2017-37-A
CLIENT WORK HISTORY

VENDOR: _____

Totals of Years in Business: _____

CURRENT CONTRACTS:

Bidder is to list all active contracts of similar size and scope of work

1. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided and number of sq. feet serviced _____

2. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided and number of sq. feet serviced: _____

3. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided and number of sq. feet serviced: _____

4. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided and number of sq. feet serviced: _____

5. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided and number of sq. feet serviced: _____

FORMER CONTRACTS:

Bidder is to provide information regarding former contracts:

1. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

Reason for contract ending: _____

2. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

Reason for contract ending: _____

3. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

Reason for contract ending: _____

In the last three years, have you been released or removed from a job prior to the job being completed?

YES _____ NO _____ If yes, give reason(s) _____

**EXHIBIT F
W2017-37-A
CONTRACTOR'S SAFETY RECORD**

I. Complete the matrix below for the last five years, as obtained from OSHA required logs:

OSHA Log # _____ (Contractor to indicate the OSHA reporting form used to report the numbers below)

	2016	2015	2014	2013	2012
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					

II. Please answer the following questions regarding your safety program

a. Are regular safety meetings held for Field Supervisor(s)?

- Yes
 No

If yes, frequency:

- Weekly
 Bi-Monthly
 Monthly
 As Needed

b. Are equipment safety inspections conducted?

- Yes
 No

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

- Yes
 No

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

- Yes
 No

For employees promoted to Field Supervisor?

- Yes
 No

If yes, does your Supervisor Safety Program include instructions on the following:

- | | | |
|--------------------------|------------------------------|-----------------------------|
| Safety work practices | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Tool box safety meetings | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| First aid procedures | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Accident investigation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fire protection | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| New worker's orientation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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**EXHIBIT G
W2017-37-A
PERFORMANCE BOND**

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENT:

That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin 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. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, the Beneficiary, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**DELIVERY OF PORTLAND CEMENT CONCRETE
AGREEMENT# W2017-37-A
WORK ORDER # _____
City of Wylie, TX**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

**EXHIBIT H
W2017-37-A
PAYMENT BOND**

**COLLIN COUNTY §
STATE OF TEXAS §**

KNOW ALL MEN BY THESE PRESENT

That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin 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. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**DELIVERY OF PORTLAND CEMENT CONCRETE
AGREEMENT# W2017-37-A
WORK ORDER # _____
City of Wylie, TX**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there under.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

**EXHIBIT I
W2017-37-A
AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____

EXHIBIT J
W2017-37-A
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The bidder/proposer also certifies the following:

CERTIFICATION OF ELIGIBILITY

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract. Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER: SIGNATURE PAGE

By: _____ Date: _____
Signature

Name: _____

Title: _____

Company Name: _____

Address: _____

SWORN AND SUBSCRIBED to before me this ____ day of _____, 20__ to certify with witness my hand and official seal.

**EXHIBIT K
W2017-37-A
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

2. Are filing an update to a previously filed questionnaire. YES_____ NO_____

(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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire? Yes _____ No _____

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes _____ No _____

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

4. Signature of person doing business with the governmental entity

Date

Local Government Officers City of Wylie, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Wylie Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Eric Hogue

Council Members: Keith Stephens, Mayor Pro Tem

Diane Culver, Council Member

Jeff Forester, Council Member

Candy Arrington, Council Member

William Whitney III, Council Member

David Dahl, Council Member

City Manager: Mindy Manson