



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting bids for:

TITLE: Highway Bridge Painting
ITB #: 250M-09F
Commodity: 0245 Painting Contractors
Due Date: 3:00 p.m., Wednesday, September 23, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

Pre-Bid Conference:

Date: Tuesday, September 15, 2009
Time: 2:00 PM
Location: Purchasing Conference Room
845 W. Irving Blvd.
Irving, Texas 75060

This conference is highly recommended, but not mandatory.

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Marsha Hughes, Purchasing Agent at mhughes@cityofirving.org
Questions may be submitted through 3:00 p.m., September 8, 2009
Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

TABLE OF CONTENTS for ITB 250M-09F

Solicitation Overview 1
Table of Contents 2
Specifications 3-8
Bid Pricing Page 9
Bid Evaluation and Scoring Sheet 10
Summary Response Page 11
Attachment A-1, Standard Terms and Conditions 12-16
Attachment B-1, General Instructions to Bidders 17-18
Attachment B-2, Special Instructions to Bidders 19
Attachment B-3, Checklist for Bidders 20
Attachment B-5, Map Locating Purchasing Division 21
Attachment C-1, Conflict of Interest Instructions 22
Attachment C-2, Conflict of Interest Statement 23-24
Attachment D-1, Insurance Requirements for Services 25-27
Attachment D-4, Insurance Affidavit 28
Attachment D-6, Indemnification by Contractor 29
Contractor’s Certification of Workers Compensation 30
Attachment E-1, Environmental Commitment 31
Attachment E-2, Environmental Stewardship 32
Attachment F-1, Good Faith Effort Program Overview 33
Attachment F-2, Good Faith Effort Affidavit 34
Attachment G-2, Bonding Requirements for Services 35
Attachment G-4, Sample Performance Bond 36
Attachment G-5, Sample Payment Bond 37
Attachment G-6, Sample Maintenance Bond 38-39
Attachment H-1, Instructions for Standard Contract 40
Attachment H-2, Standard Contract and Acknowledgement 41-42
Attachment I-1, TRE Insurance Requirements 43-44
Attachment I-2, TxDOT Authorization to Work On Highway ROW 45
Attachment I-3, TxDOT Certificate of Insurance 46-47

SPECIFICATIONS

A. SCOPE OF WORK

The Scope of Work consists of the power washing and painting of the following highway bridge locations within the City of Irving:

LOCATION 1: State Highway 356 (Irving Boulevard) at MacArthur Boulevard and the Trinity Railway Express (TRE). This includes both the eastbound and westbound bridges.

LOCATION 2: State Highway 183 at O'Connor Road

LOCATION 3: State Highway 183 at MacArthur Boulevard

LOCATION 4: State Highway 183 at Story Road

This includes all hazardous materials testing and abatement, mobilization, protection of vehicles and property from cleaning and painting operations, traffic control, engineering, work site security, permits, inspection fees, bonds, insurance, power washing, surface patching, priming, painting, along with all other labor, equipment and materials to complete the work and meet the requirements of the Texas Department of Transportation (TXDOT), The Trinity Railway Express (TRE) and the City of Irving. All power washing and painting operations are to meet TXDOT standards for surface preparation, priming and painting with all water runoff and paint residue filtered, collected and disposed of in accordance with state and local standards. All priming and paint materials are to be approved by the City and TXDOT. Color designations are to be selected by the City in consultation with TXDOT. It is the City's intent to utilize one base color and one accent color for all work locations. Description of bridge elements and support features to be painted at each location along with color selection are shown in the accompanying photographs.

Due to the high volume of vehicular traffic at each of these intersections along with rail traffic at Location 1, it is preferred that all work be performed during the evening and night hours to minimize any inconvenience to the traveling public or to rail operations. All safety provisions and traffic control methods (including railroad flaggers) required by each respective agency (City, TXDOT and TRE) are to be fully utilized and strictly followed during the course of the work.

The City has already received approval from TXDOT to proceed with the work as described herein and has notified the TRE of the pending work at Location 1 (S.H. 356 at MacArthur). Contact information for each of these agencies is as follows:

TxDOT

Permits/Insurance:

Name: Ali Taheri, P.E.

Title: Northwest Area Office-Permits

Address: 12000 Greenville Avenue, Dallas

Phone: 972-479-9747

E-mail: ATAHERI@dot.state.tx.us

Inspection:

Name: Daniel Kendrick
Title: Maintenance Section Supervisor
Address: 12000 Greenville Avenue, Dallas
Phone: 972-235-3314
E-mail: DKENDRI@dot.state.tx.us

Trinity Railway Express (TRE)

Permits/Insurance:

Name: Patricia Brierre
Title: Right-of-Way Representative
Address: 1401 Pacific Ave., Dallas
Phone: 214-749-2636
E-mail: PBrierre@dart.org

Inspection:

Name: Danny Carrizales
Title: Chief Engineer
Address: 4204 Jackson St., Irving
Phone: 972-790-9550
E-mail: fcarriza@dart.org

B. CONTENTS OF PROPOSAL

To be considered for award of Contract, each Bidder shall include in their written bid the following items:

1. METHODOLOGY/WORK PLAN

Bidder is to describe in detail the phases, tasks, methods, steps, procedures, materials, etc. to be utilized in the execution of the work as described in the Scope of Services.

2. QUALIFICATIONS

Bidder must cite examples of their previously completed work on state or federal highway bridge painting projects of similar size, scope and cost as well as work on or around active rail lines. **A minimum of three references** with complete contact information are to be provided for each project listed. The City may make such investigations as it deems necessary to determine that the Bidder meets these requirements and can successfully perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted, either by the Bidder or from an investigation of the Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and therefore to complete the work contemplated herein. Conditional bids will not be accepted.

3. SCHEDULE

Timing is of the essence in the performance of the work and will be considered in award of the contract. Provide a timeline for completing the work as described in the Scope of Services, broken down by anticipated phases/tasks. The timeline must also stipulate the total number of calendar days to complete the work, incorporating anticipated delays for inclement weather.

4. RECEIPT OF ADDENDA:

Bidder is to acknowledge receipt of addenda if any are issued.

5. COST

The cost to complete the work as described in the Scope of Services is to be broken down as follows:

BASE BID:

Provide a **LUMP SUM PROPOSAL** for all work at **LOCATIONS 1, 2 and 3**, including cost for all insurance, surety bonds, permitting and inspection fees, and contractor overhead and profit.

ALTERNATE ONE:

Provide a **LUMP SUM PROPOSAL** for all work at **LOCATION 4**, including cost for all insurance, surety bonds, permitting and inspection fees, and contractor overhead and profit.

C. ADDITIONAL INFORMATION

1. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions and obligations relating to the work and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Prior to submission of a bid, Bidder shall have made a thorough inspection of the sites of the work and surrounding conditions, and a thorough examination of TXDOT and TRE requirements, and shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work. Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine existing subsurface conditions to be encountered; improvements and obstructions which may be encountered and especially those to be protected; disposal sites for surplus materials not designated to be salvaged; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, and protection of all existing structures both above and below ground.

2. BID QUANTITIES

Each Bidder is to determine bid quantities from field measurements or other methods as Bidder may choose. It is understood and agreed that the actual amount of work to be done and material to be furnished will be based upon actual quantities.

3. OBLIGATION OF BIDDER

At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the work as described herein. The failure or omission of any Bidder to examine any form, instrument, or documents shall in no way relieve the Bidder from any obligation in respect of his bid.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning or intent of the proposed work as described herein will be made to any Bidder orally. In the event any meaning or intent is not resolved prior to bid deadline, the Bidder will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Bidder shall have asked for and obtained (by addendum) a decision as to which method or material is intended. Every request for such interpretation shall be in writing or by phone, fax or e-mail directed to:

Kevin L. Kass
Program Director – Irving Boulevard Redevelopment
Chamber of Commerce Information Center
135 South Jefferson Street
Irving, Texas 75060
Phone: 972-721-2251
Fax: 972-721-0484
E-mail: kkass@cityofirving.org

To be given consideration, all requests for interpretation must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be sent via facsimile to all prospective bidders not later than three (3) working days prior to the date fixed for opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligation under his bid submitted. All addenda so issued shall become part of the Contract documents.

5. SURETY BONDS

With the execution and delivery of the contract, the successful Bidder shall furnish and file with the City a Performance Bond, Payment Bond and Maintenance Bond each in the amount of not less than one-hundred percent (100%) of the contract price. Such surety bonds shall be in accordance with the provisions of Chapter 2253, Texas Government Code and Article 7.19-1 of the Texas Insurance Code, as amended. These bonds shall automatically be increased by the amount of any change order which increases the contract price. All costs associated with this requirement for surety bonds are the responsibility of the Bidder and are to be included in the bid price.

6. INSURANCE

The Bidder's attention is directed to the fact that in addition to City insurance requirements, TXDOT and the TRE also have separate insurance requirements which need to be met prior to commencement of the work. The cost for all insurance premiums is to be included in the Bidder's proposal. Copies of these forms are included in the proposal documents for Bidder's review. Actual forms and requirements are to be obtained by the Bidder from each respective agency.

7. LIQUIDATED DAMAGES

Liquidated Damages will be included in the contract and will be assessed at the rate of \$500 per day that work exceeds the number of calendar days to complete the work as stipulated in the bid.

8. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the work, (including TXDOT and the TRE) shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. STATE AND CITY SALES TAXES

The Bidder's attention is directed to State of Texas, Tax Code, Section 151.311. This section provides that all items used or consumed by a contractor can be purchased free of State and City sales tax if necessary and essential for the performance of the Contract and completely consumed at the job site and when the project is being performed for an agency exempt under State of Texas, Tax Code, Section 151.309. The City of Irving is an agency which qualifies for exemption pursuant to the provisions of State of Texas, Tax Code, Section 151.309.

10. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The submitted bids will be evaluated on the basis of bid price (including alternates), methodology, qualifications, and calendar days to complete the work. **Lump sum prices are to be shown in both words and figures.** In case of a discrepancy, the amount shown in words will govern. Unless the bids seem unreasonably high, the City anticipates awarding the Contract promptly on the basis of the greatest advantage to the City, considering all of the above and such other elements as the awarding authority may deem pertinent. The City retains the right to waive formalities and to reject any or all bids. No conditional bids will be accepted.

11. CONTRACT EXECUTION

If within fourteen (14) calendar days after award of the Contract to the successful Bidder by the City Council, the successful Bidder has not provided to the City four (4) copies of the executed Contract documents, the City may, at its sole discretion, declare the award of the Contract null and void and upon such declaration, such award shall be null and void, and the Contract may be awarded to the next lowest responsible Bidder. The aforementioned executed Contract documents shall include the performance bond, the payment bond, the maintenance bond and all certificates of insurance

D. PRE-BID CONFERENCE

This conference is not mandatory, but highly recommended.

September 15 @ 2:00 p.m.
Purchasing Department
Conference Room
845 W. Irving Boulevard
Irving, Texas 75060

Clarifications if needed will be conveyed to all bidders through an addendum.

PRICING PAGE

Base Bid (1-3)	
Location 1 State Highway 356 (Irving Boulevard) at MacArthur Boulevard and the Trinity Railway Express (TRE). This includes both the eastbound and westbound bridges.	
Location 2 State Highway 183 at O'Connor	
Location 3 State Highway 183 at MacArthur Blvd	
Total Cost Locations 1-3	\$ _____
Alternate One	
Location 4 State Highway 183 at Story Road	
Total Cost Location 4	\$ _____

Company Name:

Bid Evaluation & Scoring Sheet Highway Bridge Painting Proposal # 250M-09F		
Evaluation Criteria	Total Possible Points	Score
<p>BID PRICE - Does the proposed bid price appear reasonable for the size of project involved and Scope of Services being requested? Comments:</p>	45	
<p>METHODOLOGY/WORK PLAN – Does the Bidder identify and clearly communicate its proposed work plan for successfully completing the work as described in the Scope of Services including discussion of project phasing, traffic control, cleaning and painting procedures, disposal of materials, etc. Comments:</p>	25	
<p>QUALIFICATIONS – Does the Bidder cite examples of their previously completed work on state or federal highway bridge painting projects of similar size and scope as the proposed project including work on or around active rail lines? Are references with complete contact information provided for each project listed? Comments:</p>	15	
<p>CALENDAR DAYS TO COMPLETE – Does the proposed time to complete the work appear reasonable for the size of project involved and Scope of Services being requested? Comments:</p>	15	
TOTAL SCORE	100	

CITY OF IRVING

SUMMARY RESPONSE PAGE for ITB#250M-09F

COMPLETE LEGAL NAME of firm submitting bid:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

TOTAL of bid from Bid Pricing Page \$ _____

Locations 1-3 \$ _____ **Alternate One \$** _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

ARE YOU BIDDING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned** _____ **Certification #** _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply:
_____ **EBT (electronic bank transfer)** _____ **Check** _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires references. Please attach to this page a list of three references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-1 (rev. 12/31/08)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

2. Requirements

By submitting a bid or proposal, the respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Conditional Bids

The City will not accept conditional bids which qualify the bidder's response in any way.

9. **Minor Irregularities**
The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.
10. **Responsiveness of Bids**
The City wants to receive competitive bids, but will declare “non-responsive” bids that fail to meet significant requirements outlined in the solicitation documents.
11. **Discrepancies and Errors**
In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.
12. **Identical Bids**
In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.
13. **Reciprocal Local Preference**
Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.
14. **Withdrawal of Bids**
Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City’s purchasing manager. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension
15. **Disqualification of Bidder**
The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; Bidder’s lack of financial stability; any factor concerning the bidder’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with City; bidder’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
16. **Cost of Bid**
The cost of submitting bids shall be borne by the bidders, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.
17. **Inclusive Pricing**
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

18. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

19. Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB City of Irving specified delivery address or site.

20. Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the City's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

21. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Bidder must obtain City employee signature upon delivery. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

22. Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

23. MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

24. Taxpayer Identification

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

25. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

26. Payment

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

27. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

28. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

29. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

30. New Products

The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer's distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

31. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective or nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

32. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

33. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

34. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

35. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

36. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

37. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

38. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after bids are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

40. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO BIDDERS

Attachment B-1 (rev. 12/31/08)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

3. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the bidder's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

6. Cooperative Purchase

Bidders are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

7. Payment Terms, Discount & Type of Payment

Bidder should state payment terms on the Summary Response Page. If the bidder fails to indicate payment terms, the City will use the default of 2%/30 days. The bidder may also express the method(s) in which he or she wishes to receive payment.

8. References

When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Bidder will attach a separate page with the requested references.

9. **Conflict of Interest**
Bidders should review the instructions on conflict of interest (Attachment C-1). Bidders are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
10. **Environmental Stewardship**
Bidders are encouraged to review the City's commitment to the environment (Attachment E-1). Bidders are to complete and submit the Environmental Stewardship form (Attachment E-2).
11. **Good Faith Effort**
Bidders are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Bidders are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended bidder(s) will be required to complete the additional GFE forms as part of the award process.
12. **Addendums**
It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.
13. **Exceptions**
If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.
14. **Checklist**
A Bidder's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.
15. **Hot Line**
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO BIDDERS

Attachment B-2 (rev. 12/31/08)

1. Bidding Process/Contact Information

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Marsha Hughes/Purchasing Agent
mhughes@cityofirving.org
972-721-3754

2. Method of Award

Award will be made in its entirety to the best value bidder, according to the criteria listed in the specifications. Awards totaling \$50,000 or more will be made by the Irving City Council.

3. Public Bid Opening

A public bid opening will be held at 3:00 p.m. on September 23, 2009 in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. Pre-Bid Meeting

A pre-bid meeting will be held on September 15, 2009 at 2:00 PM in the Purchasing Conference Room located at 845 W. Irving Blvd, Irving, TX 75060. Attendance at this meeting is optional, but it is a preferred method of receiving questions and requests from vendors for clarifications.

5. Insurance Requirements

This solicitation has insurance requirements. They are listed as Attachment D-1, D-4, and D-6. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your bid.

6. Required Contract

This solicitation requires a signed contract prior to award. City's contract is attached and should be signed and submitted with your bid.



CHECKLIST FOR BIDDERS

Attachment B-3 (rev. 12/31/08)

Documents to be submitted in response to this Invitation to Bid (ITB)

- _____ **BID PRICING PAGE:** All lines completed
- _____ **METHODOLOGY INCLUDING CALENDER DAYS**
- _____ **BID RESPONSE:** Completed Summary Response Page
- _____ **DUE DATE** (Bid must be received & stamped in Purchasing no later than 3:00 pm on September 23, 2009)

Bids failing to comply with the above will be deemed non-responsive.

The following items should be turned in with the bid. Documents must be received before award recommendation.

- _____ **FOUR ADDITIONAL DUPLICATE COPIES OF BID**
- _____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- _____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)
- _____ **REFERENCES** (As requested on the Summary Response Page)
- _____ **INSURANCE AFFIDAVIT** (Attachment D-4)
- _____ **STANDARD CONTRACT FOR SERVICES** (Attachment H-2)
- _____ **BONDS**
- _____ **TRE CERTIFICATE OF INSURANCE**
- _____ **TxDOT AUTHORIZATION TO WORK**
- _____ **TxDOT CERTIFICATE OF INSURANCE**



**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE**
Attachment C-1 (rev. 12/31/08)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.

2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.

3. If you complete Attachment C-2, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.

4. To view a listing of conflict of interest forms filed with the City of Irving, please click
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>

5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.

6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY <hr/> Date Received
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005



INSURANCE REQUIREMENTS FOR SERVICES

Attachment D-1 (rev. 12/31/08)

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of \$100,000 per each accident, \$500,000 disease policy limit, and \$100,000 occupational disease per employee.

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. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Aggregate Policy minimum limit of \$1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a minimum is of \$500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date. Exceptions must be approved in writing by City's representative prior to bid or proposal submission. The City will not accept requests for exceptions after bids have been received.

General Provisions

1. **SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.
2. **COVERAGE APPLICATION** – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.
3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS** – Subject to contractor's right to maintain reasonable deductibles, any deductibles or self-insured retentions must be disclosed to and approved by the City. The City reserves the right to review the insurance obtained by the contractor in comparison to the requirements specified in this section.
4. **ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.
5. **COVERAGE CONTINUATION AND CANCELLATION-** In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 845 W. Irving Blvd., Irving, TX 75060.
6. **SUBROGATION** - Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage or any other loss arising from work performed by the vendor for the City.
7. **RESPONSIBILITY** - Approval, disapproval or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents
8. **ACCEPTABILITY** - The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI" or better.
9. **PAYMENT OF PREMIUMS** - Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.
10. **INDEMNIFICATION** - The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without

waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. To show ability to meet these insurance requirements, bidders should submit insurance affidavit (Attachment D-4) as part of their response to this solicitation.
2. Upon notice of award, awarded contractor must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this solicitation.
3. Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included.
4. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as Additional Insured, within fifteen days of request. Copy must be signed by the contractor and notarized.
5. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract.
6. The City reserves the right to request a complete copy of all insurance policies at any time.



AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment D-4 (rev. 12/31/08)

To Be Completed By Insurance Agent/Broker and Bidder

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements contained in ITB 250M-09F. If the Bidder listed below is awarded a contract by the City of Irving for this ITB, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Irving as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Bidder's Name/Company: _____

Name of ITB/RFP: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

Section 2 If the above fifteen day requirement is not met, the City of Irving has the right to reject this bid and award the contract to the next lowest bidder meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ **Date:** _____



INDEMNIFICATION BY CONTRACTOR

Attachment D-6 (rev. 12/31/08)

The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract,.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____



CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment D-7 (rev. 12/31/08)

I, _____, an authorized
(name)
representative of _____, do certify that the
(Insurance Agency)
workers' compensation policy, of the insured _____,
(Contractor)
on the "Standard Certificate of Insurance Form for the City of Irving" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ___ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

known to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she executed the same for the purpose of certifying
that the Insured is covered by worker's compensation in accordance with current Texas
state laws.

My commission expires: _____

Notary Public In and For the State of Texas



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP

Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Bidder _____

ITB Number 250M-09F

Date _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agree upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 20.00%	<u>Professional Services</u> 33.00%	<u>Goods</u> 10.00%
--------------------------------------	---	--	---	-------------------------------

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

ITB Number 250M-09F

 Typed or Printed Name of Certifying Official of Company

 Date

 Signature of Certifying Official of Company

 Title

Form GFE-1



BONDING REQUIREMENTS for SERVICES

Attachment G-2 (rev. 12/31/08)

Performance and Payment Bonds

Within 15 days of the award of this bid, the successful bidder will be required to post a Performance Bond, Payment Bond and Maintenance Bond each in the amount of **not less than one-hundred percent (100%) of the contract price** and the cost of such bonds must be absorbed by the bidder. Bonding must be made by a bonding company authorized to do business in the State of Texas, on the Treasury Department's list of approved sureties, using the City of Irving's bonding form(s), and having a designated Resident Agent residing in Dallas County, Texas.

PLEASE COMPLETE THE FOLLOWING

1. Complete legal name of bidder's business
2. Surety company's legal name (must be an insurance company, not an insurance agent)
This is company providing performance and payment bonds for bidder.

3. Surety's address _____

4. Surety's state of incorporation _____
5. Name of Attorney-in-Fact for the Surety Company.

6. Name and address of the Resident Agent of the Surety Company in **Dallas County, Texas** (this name must be the name of a person residing in Dallas County, Texas and the address must be a street address and not a Post Office box number.)

SUBMIT THE FOLLOWING WITH BID OR PROPOSAL

Notice of Intent to Bond or similar documentation from approved surety company indicating that bidder can acquire bonding upon award.

PERFORMANCE BOND
Attachment G-4 (rev. 12/31/08)

BOND No. _____

STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: That _____
(contractor's company) of the City of _____ County of _____, and the State of _____, as principal and _____ (surety company) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto City of Irving (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, for the _____ (name of project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, 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 thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20_____.

_____ Principal	_____ Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____

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

PAYMENT BOND
Attachment G-5 (rev. 12/31/08)

BOND No. _____

STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: That _____
(contractor's company) of the City of _____ County of _____, and the State of
_____, as principal, and _____ (surety company)
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond
unto the City of Irving (Owner), in the penal sum of _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind themselves, and
their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, for the
_____ (name of project) which
contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work
provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect:

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the
Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.”

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings
accompanying the same, shall in any way 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
thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____ 20_____.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

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

MAINTENANCE BOND
Attachment G-6 (rev. 12/31/08)

STATE OF TEXAS §

COUNTY OF _____§

KNOW ALL MEN BY THESE PRESENTS: THAT

_____,
as Principal and _____,
a corporation organized under the laws of _____,
as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Irving, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Irving, Dallas County, Texas the sum of _____ dollars (\$ _____), for the payment of which sum will truly be made unto said City of Irving, and its successors, and said Principal and Sureties do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said _____
_____ has this day entered into a written contract with the said City of Irving to build and construct _____, which contract and the plans and specifications therein mentioned, adopted by the City of Irving are hereby expressly made a part thereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of one (1) year from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and Sureties on this obligation, and the said Contractor Sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Irving shall have and recover from the

said Contractor and its Principal and Sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the Principal and Sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, said _____ has caused these presents to be executed by

_____ and the said _____ has caused these presents to be executed by its attorney in fact and the said attorney in fact, _____, has hereunto set his hand, the _____ day of _____, 2_____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

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

NOTE: Date of Maintenance Bond must not be prior to date of the contract.



INSTRUCTIONS FOR STANDARD CONTRACT
Attachment H-1

- 1. The Standard Contract and Acknowledgement, Attachment H-2 or H-7, must be completed and submitted with the bid response for all annual contracts for goods, and for all solicitations for services, unless a specialized contract will be offered.**
- 2. Date, complete information at the bottom of page one, and sign.**
- 3. Page two requires the signature to be notarized with the proper acknowledgement. Select from one of three versions: Corporate, Partnership or Sole Proprietorship.**

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H-7

STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL PERSONS BY THESE PRESENTS:
CITY OF IRVING §

I.

Conditioned upon Vendor being awarded by the Irving City Council, or award being made administratively, the solicited items set out in ITB 250M-09F, and upon order of the City of Irving, Texas, a municipal corporation located in Dallas County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Vendor does hereby agree to furnish and/or deliver to City in accordance with the terms of Vendor's submitted Bid Page or Proposal and the Specifications in above referenced ITB, the services listed as awarded to bidder in the Irving City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Vendor for services at the unit price listed upon the Bid Page and Specifications or at the negotiated rate determined by the vendor's proposal and any subsequent modifications agreed to by both vendor and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Vendor may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Agent of the City. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Vendor any difference in price thereof.

SIGNED this the ____ day of _____, A.D. 2____.

Signature _____
Name _____
Title _____
Company Name _____

STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name) (Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For
County, _____

My Commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name) (Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For
County, _____

My Commission expires: _____

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For
County, _____

My Commission expires: _____

ATTACHMENT I-1

TRE INSURANCE REQUIREMENTS

- (a) Comprehensive General Liability With Contractual Liability **Endorsement.**
- Combined single limit of at least \$2,000,000.
 - DART, the Fort Worth Transportation Authority and Railroad are named as additional insureds without any qualifications or restrictions (see Section 2(a), Page 1).
 - TRE must have 30 days notice of cancellation or modification.
- (b) Comprehensive Automobile Liability Policy
- Combined single limit of at least \$2,000,000.
 - DART, Fort Worth Transportation Authority and Railroad are named as additional insureds without any qualifications or restrictions (see Section 2(a), Page 1).
 - TRE must have 30 days notice of cancellation or modification.
- (c) Workers' Compensation Insurance
- Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this Agreement.
 - Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
 - Endorsed with a Waiver of Subrogation Endorsement**, waiving the carrier's right of recovery under subrogation or otherwise from the Authority.
- (d) Payment Bond
- Guaranteeing the payment of flagging and other services provided by TRE's flagging contractor (Herzog Transit Services, Inc.) in the amount of \$10,000.00. Payment bond requirement may be waived by agreeing in writing to pre-pay for all flagging and other services provided by Herzog Transit Services, Inc.
- (e) Contractor agrees to furnish TRE Certificates of Insurance and copies of Endorsements for Additional Insured, Waiver of Subrogation and Contractual Liability Railroads (or, as and when TRE may direct, copies of the actual insurance policies) as evidence of the coverage's outlined in (a), (b), (c) above, and this section (e). Approval will be expedited if all required coverages and the following endorsements are included on the Certificates:
- Endorsement** showing DART and the Fort Worth Transportation Authority named as additional insureds in (a) and (b) above and requiring that TRE be given 30 days notice of cancellation or modification. The certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.
 - Contractual liability endorsement.
 - Endorsement** removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.
 - Endorsement** removing exclusions for XCU hazards.
 - Waiver of subrogation endorsement** specific to Workers Compensation.
- (f) Contractor agrees to furnish TRE documentation of the Payment Bond or documentation requesting the requirement be waved as described in (d) above.

***** Additional Insureds should be:**

Dallas Area Rapid Transit
Fort Worth Transportation Authority
Burlington Northern Santa Fe Railway Company
Union Pacific Railroad Company
Dallas, Garland and Northeastern Railroad Company
Herzog Transit Services, Inc.

*****Endorsements Required:**

General Liability

Additional Insured CG 2010

Additional Insured Completed Operations CG 2037

Waiver of Subrogation CG 7124

Contractual Liability - Railroads CG 2417 or purchase of Railroad Protective

Automobile Liability

Additional Insured TE 9901B

Waiver of subrogation TE 2046A

Workers Compensation

Waive of Subrogation WC 42 03 04

Attachment I-2



**AUTHORIZATION TO WORK ON HIGHWAY
RIGHT OF WAY within
THE DALLAS NORTHWEST AREA**

_____ is giving written notice of proposed work to take place within the right of way of _____ in DALLAS County, TX as follows:
(Give general written description of location and work to take place- Do not write "See Attached")

This work is limited to improvements as specified above and detailed in the attached drawings. If in the opinion of **TxDOT**, such a installation, construction, modification, or alteration is in conflict with the current highway or planned future highway improvements, and could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway.

All work on the highway right of way shall be performed in accordance with **TxDOT** "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges". Our firm will use best management practices to minimize erosion and sedimentation resulting from the proposed work, and we will revegetate the work area as indicated under "Revegetation Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this work (Approval of traffic control plans required by area/maintenance office). We understand that we will assume all risks associated with our work within the **TxDOT** right of way. These risks include, but are not limited to injuries to our workers, and the traveling public, damage to existing utilities within the area. Our firm is insured and is bonded. Upon request, we will furnish a copy of our current insurance form to you.

Refer to attached location map and drawings for a more specific location a description of work activity. The undersigned representative agrees to comply with the terms and conditions set forth in this notice.

The proposed work will begin on the _____ day of _____, 20 ____ .

The Grantee MUST Notify the Dallas Northwest Area Office at (972)479-9747 at least 48 hours prior to any construction within the TxDOT Right of Way. In addition, a lane closure notice must be faxed to the Dallas Northwest Area Office at (972)479-1696 at least 48 hours prior to the setting any temporary lane closures.

Owner _____
By (Print) _____
Signature _____
Address _____

Phone _____

Texas Department of Transportation
Northwest Area Office
12000 Greenville Ave.
Dallas, Tx 75243
Att. Maurice Pittman P.E.

Assistant Area Engineer Northwest Area Office

Signature: _____

Date

COPY OF THIS DOCUMENT MUST BE KEPT ON JOBSITE

Attachment I-3

TxDOT Form 1560 (Rev 04/2002) Previous editions of this form may not be used.

Page 1 of 2

**Texas Department of Transportation (TxDOT)
CERTIFICATE OF INSURANCE**

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: _____
Street/Mailing Address: _____
City/State/Zip: _____
Phone Number: Area Code () _____

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory – Texas

COMPREHENSIVE GENERAL LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance				Not Less Than: \$ 500,000 each occurrence \$ 100,000 each occurrence \$ 100,000 for aggregate OR \$ 600,000 combined single limit

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy Bodily Injury Property Damage				Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Agency Name _____ **Address** _____ **City, State Zip Code** _____

Area Code () _____
Authorized Agent's Phone Number _____ **Authorized Agent Original Signature** _____ **Date** _____

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Texas Department of Transportation

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required. Stamped/typed/printed signatures are not acceptable.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO :

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin TX 78701-2483
512/416-2429 (V), 512/416-2536 (F)