

THE CITY OF SCHERTZ TEXAS

East Live Oak Water Plant
Pump Upgrades
#12-ENG-39-C-04



FORD ENGINEERING INC
September 21, 2012
FEI PROJECT NO. 1124.8411



Corridor to the Future



CITY OF SCHERTZ, 10 COMMERCIAL PLACE, SCHERTZ, TEXAS 78154

CONTRACT DOCUMENTS

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The City of Schertz Standard Specifications and Technical Specifications for Construction dated March 2011 or latest edition applicable to this project are to be utilized. These specifications are available from the City of Schertz Public Works Department or from the City of Schertz Web Site.

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DIVISION 5 METALS

- 00500 Miscellaneous Metals

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15072 Potable Water Piping

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**CITY OF SCHERTZ
INVITATION TO BID**

The City of Schertz is accepting sealed bids for the construction of **“EAST LIVE OAK WATER PLANT: PUMP UPGRADES”**

Sealed bids should be received by the Director of Purchasing and Asset Management located at 10 Commercial Place, Building #1, Schertz, Texas 78154 **by 10:00 a.m. (CST) on October 25, 2012** via hand delivery. ****No fax or E-mail bids will be accepted.** Sealed Bids will then be opened and read aloud in the City of Schertz Public Works Conference Room located at 10 Commercial Place, Building #2, Schertz, Texas 78154. Sealed Bids must be submitted with one (1) original and four (4) copies and be clearly marked in a sealed envelope as **“EAST LIVE OAK WATER PLANT: PUMP UPGRADES #12-ENG-39-C-04”**. Bids submitted after the aforementioned date and time will not be accepted.

Interested vendors/contractors may attend a Pre-Bid meeting on October 16, 2012 at 9:00 AM (CST) in the City of Schertz Public Works Conference Room located at 10 Commercial Place, Building #2, Schertz, Texas 78154. Contractors must obtain copies of the contract documents, plans, and specifications from Ford Engineering, Inc., 10927 Wye Drive, Suite 104, San Antonio, Texas 78217. A non-refundable fee of \$100 (One hundred dollars) is required to obtain a copy of the plans. **ONLY CHECKS ACCEPTED.** Questions in reference to Bid procedures may be directed to the Purchasing Department, 210-619-1160, or questions in reference to the Project may be directed to Mark Hill, Ford Engineering, at 210-590-4777.

All documents, including Addendums to this project will be placed on the City of Schertz website at www.schertz.com/Purchasing.

The City of Schertz reserves the right to reject any or all bids and to select the bid deemed in the best interest of the City of Schertz from among those received.

INSTRUCTIONS TO BIDDERS

1. Sealed bids, one original and four copies, will be received by The City of Schertz, Texas, at the place and the time specified in the Invitation to Bidders. No bids may be withdrawn after the scheduled bid opening time without the written consent of the City Purchasing Manager. All bids received after the time set for the bid opening will be returned unopened.
2. Each bid must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the City of Schertz, Texas. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. Surety shall also provide evidence that the Surety is authorized to provide service in the State of Texas at the amount on the bid bond. Contractor agrees that bid bonds shall be with insurance companies or sureties that are A.M. Best Rated "B+" or better. Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.
3. Bids must be submitted on the proposal form attached and shall be sealed in an envelope plainly marked on the outside with job number, the date and time of the bid opening, and the name of material or services bid on. Samples, when required, must be submitted within the time specified at no expense to the City of Schertz. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense.
4. Bids will be prepared in accordance with the following:
 - (a) The Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
 - (b) Bidder shall make all investigations necessary to inform himself thoroughly regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City of Schertz or the compensation to the Contractor.
5. Bids will be prepared in accordance with the following:
 - (a) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made
 - (b) Pursuant to Section 151.311 of the Texas Tax Code, as amended, in order for the CITY to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, construction contracts must be awarded on a "separated contract" basis. A "separated

contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be incorporated into the project from the total contract price. Under the "separated contract" format, the contractor in effect becomes a "seller" to the City of Schertz of materials that are to be physically incorporated into the project realty. As a "seller", the contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to a department of the City of Schertz, which is a sales tax exempt entity. Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during project work but that are not physically incorporated into the project realty. Contractors that have questions about this law are asked to inquire with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774 (512) 463-4934. Bidders will not include any federal taxes in bid prices since the City of Schertz, is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.

6. Any catalogue or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. When items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items as specified.
7. The work shall be done and completed in accordance with the following Contract Documents as furnished by the City of Schertz:
 - The Invitation to Bidders
 - The Instructions to Bidders
 - The Proposal
 - The Payment Bond
 - The Performance Bond
 - The General Conditions of the Contract
 - The Special Conditions of the Contract
 - The Construction Specifications
 - The Standard Drawings
 - Addenda
 - Change Orders
8. The successful Bidder will be required to execute the standard City of Schertz Contract Agreement, Performance and Payment Bonds as outlined in the General Conditions. These forms will be prepared and furnished by the City of Schertz. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. Surety shall also provide evidence that the Surety is authorized to provide service in the State of Texas at the amount on the Bond. Contractor agrees that all Performance and Payment Bonds required shall be with insurance companies or sureties that are A.M. Best Rated "B+" or better. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.

9. In all cases, the written unit price in the proposal shall govern. Where there is an error in the extension, the City of Schertz will extend the written unit price and make any corrections necessary. Any error will be corrected, and the correct amount will be the basis for determining the bid position.
10. Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of the City of Schertz, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the maximum number of a particular item which it might need during a contract period. Bidders are advised that during such period, the City of Schertz may determine not to purchase any of the items or may delete any or all of the work listed in a bid proposal or invitation. Under such a contract, the City of Schertz's only commitment is to purchase the items from or proceed with the work by the successful Bidder at the price bid if the City of Schertz should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, the City of Schertz reserves the right to reject a bid, which in the City of Schertz's judgment is "unbalanced." An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The City of Schertz reserves the right to exercise its judgment and reject such a bid as unqualified. If such an unbalanced bid is nevertheless accepted by the City of Schertz and the contract awarded, the City of Schertz reserves the right to delete any or all of such items from the purchases to be made or work to be done.
11. The City of Schertz will provide all necessary rights-of-way or easements for the project.
12. No owner, stockholder, partner, officer, or employee of the Bidder, or any person who has a financial interest in this contract in any way, whether direct or indirect, shall be an officer or employee of the City of Schertz at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.
13. The Contractor will establish a local address and telephone number and file that information with the City Purchasing Manager prior to starting work. The Contractor's local address and telephone number will be maintained until the work is completed and accepted by the owner.
14. In case of ambiguity, duplication or obscurity in the bids, the City of Schertz reserves the right to construe and apply the meaning thereof. City of Schertz reserves the right to reject any and all bids and to waive formalities.
15. The City of Schertz reserves the right, subject to the Contractor's approval, to extend, any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the invitation and instruction to Bidders and at a price or prices not to exceed the prices quoted.
16. It is anticipated that the contract will be awarded within 60 days after bid opening to the lowest responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the City of Schertz. Bidders are advised that the awarding of contracts on a bid basis is a requirement

of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the City of Schertz to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the City of Schertz to award the contract to other than the low Bidder when, in the City of Schertz's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the City of Schertz, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The City of Schertz reserves the right to take whichever action as may, in the judgment of the City of Schertz, to be its best interest as follows:

- (1) Reject all bids;
- (2) Award the bids by the drawing of lots; or
- (3) Award the bids on the basis of differences other than price.

Bidders are advised that the awarding of bids is a matter solely within the jurisdiction of the City of Schertz. In the event a Bidder wishes to protest the award recommended by the Engineer, the City of Schertz invites such Bidder to notify the management of the City of Schertz and to appear at a meeting of the Schertz City Council for a public hearing prior to the award. The City of Schertz reserves the right to accept any items or groups of items in this bid. Execution of written acceptance of a bid by the City of Schertz shall constitute an award.

17. The City of Schertz may reject the apparent low Bidder when: (a) the Bidder misstates or conceals any material fact in the bid, or if (b) the Bidder does not conform with the law or the bid, or if (c) the bid is conditional, or if (d) the bid is unbalanced, or when (e) the lowest Bidder is not, in the City of Schertz's judgment, qualified, or when (f) the lowest bid is not, in the City of Schertz's judgment, the lowest and best bid, or if (g) the Bidder fails to acknowledge in the final bid price of the proposal and include signed copies thereof, any and all addenda issued prior to bid opening. As a courtesy to Bidders, every attempt will be made by the City of Schertz to notify Bidders of any and all addenda issued; however, it is the full responsibility of each Bidder to verify the existence of and include with their proposal, any and all addenda issued by the City of Schertz. The City of Schertz reserves the right to reject any and all bids, to accept any bids, or parts thereof, considered by the City of Schertz to be to its best interest, and to waive formalities or irregularities.
18. Before submitting a bid, the Bidder should examine carefully the Proposal, Plans, Specifications, Special Conditions, General Conditions, and the form of the contract to be entered into for the work contemplated. He shall examine the site of the work and satisfy himself as to the conditions which will be encountered relating to the character, quality and quantity of work to be performed and materials to be furnished. Such examinations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment.

The submission of a bid by the Bidder shall be conclusive evidence that he has complied with these requirements. The borings, profiles, existing underground utilities, and water elevations shown on the plans were obtained for the use of the City of Schertz in the preparation of the plans, and the Bidder is hereby cautioned that the City of Schertz neither assumes nor implies any responsibility for the accuracy of this data.

19. The Bidder in preparing his proposal, shall take cognizance of the difficulty of distinguishing between boulders and large rock, the difficulty of accurately classifying all material encountered in making the subsurface investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than those for the date recorded. Claims for additional compensation due to variations between conditions actually encountered during construction and as indicated in the plans will not be allowed.
20. All contracts in excess of \$100,000 with contractors or suppliers having 15 or more employees will include the clauses listed below:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - (b) Upon request, the Contractor will furnish to the City of Schertz all information and reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
 - (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the City of Schertz .
 - (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

The Contractor shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated 24 September 1965 or as amended and with Section 3 of the Housing and Urban Development Act of 1968 covering opportunities for business and lower financed HUD assisted projects.

21. Approval of Plans and/or Specifications by the Engineer shall not constitute an assumption of liability by the City of Schertz or the Engineer for any inaccuracy of computation or deficiency of design therein.
22. Bidder shall not offer, confer, or agree to confer any benefit or gift to any City of Schertz Employee, Officer, or Council Member of the City of Schertz.

23. To assist the City of Schertz in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder shall submit the following items within seven (7) days of the bid opening:
- (a) Financial resources, i.e., Dunn & Bradstreet report or similar.
 - (b) An information packet on company showing experience, organization and equipment.
 - (c) A statement regarding ability to complete the project within the schedule, taking into account existing commitments.
 - (d) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.

Project No. 1124.84.11
 City of Schertz
 East Live Oak Water Plant
 Pump Upgrades

BID PROPOSAL

BID PROPOSAL

PROPOSAL of _____, a corporation

A partnership consisting of _____

An individual doing business as _____

TO THE CITY OF SCHERTZ:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the **EAST LIVE OAK WATER PLANT: PUMP UPGRADES**, Project No. 1124.8411 in accordance with the Plans and Specifications for the following prices to wit:

BASE BID UNIT PRICES FOR:

ITEM NO.	ITEM DESCRIPTION (UNIT PRICE TO BE WRITTEN IN WORDS)	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1	MODIFICATION AND UPGRADES FOR LSP-1, TO INCLUDE MODIFICATIONS TO PUMPS, MOTORS, COATINGS TESTING AND START UP, COMPLETE IN PLACE, 1 LUMP SUM _____ Dollars and _____ Cents	\$ _____	\$ _____
2	NEW VERTICAL TURBINE PUMP FOR HSP-4, TO INCLUDE NEW PUMP, MOTOR, VALVES, PIPING, FITTINGS AND APPURTENANCES, COATINGS, TESTING AND START UP, COMPLETE IN PLACE, 1 LUMP SUM _____ Dollars and _____ Cents	\$ _____	\$ _____
3	RELOCATION OF SURGE BYPASS PIPING, TO INCLUDE PIPING, VALVES, COATINGS, TIE-INS, SITE RESTORATION COMPLETE IN PLACE, 1 LUMP SUM _____ Dollars and _____ Cents	\$ _____	\$ _____

Project No. 1124.84.11
 City of Schertz
 East Live Oak Water Plant
 Pump Upgrades

BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (UNIT PRICE TO BE WRITTEN IN WORDS)	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
4	ELECTRICAL, CONTROLS AND INSTRUMENTATION, COMPLETE IN PLACE, 1 LUMP SUM _____ Dollars and _____ Cents	\$ _____	\$ _____
5	RELOCATION OF CHEMICAL LINES, 1 LUMP SUM _____ Dollars and _____ Cents	\$ _____	\$ _____
6	ALLOWANCE FOR TESTING, COMPLETE IN PLACE _____ Dollars and _____ Cents	\$ _____	\$ _____

TOTAL BASE BID

\$ _____

1. Complete the additional requirements of the Proposal which are included on the following pages.
2. Bidder must return pages P-1 through P-4 with this bid. Any and all Addenda which are issued by the City of Schertz with appropriate signatures acknowledging receipt shall be attached to and made part of this bid.
3. The Work included in this bid shall be Substantially Complete as defined in the General Conditions within 90 calendar days from the issuance of the Notice to Proceed.

ADDITIONAL BIDDER INFORMATION

Complete the additional requirements of the Proposal. All blanks must be filled in for the bid to be considered responsive. If a question is not applicable, put the words "not applicable" in the space provided.

1. What similar public works projects has your company completed?

Owner	Owner' Phone Number	Project Description	Date Completed	Contract Amount

Project No. 1124.84.11
City of Schertz
East Live Oak Water Plant
Pump Upgrades

BID PROPOSAL

PROPOSAL

Accompanying this proposal is a Bid Bond or Certified or Cashier's, Check on a State or National Bank payable to the Order of the City of Schertz, Texas for _____ dollars (\$ _____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said City of Schertz, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said City of Schertz, Texas due to the failure of the bidder to execute the contract. The City of Schertz, Texas reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 30 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard City of Schertz, Texas Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 10 days after the award of the Contract.

The Contractor hereby agrees to commence work under this Contract immediately after issuance by the City of Schertz, Texas of the written Authorization to Proceed and to complete the work within 90 calendar days from the Notice to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of City of Schertz, Texas issued, written Authorization to Proceed.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder

Signed:

Company Name

Authorized Company Signature

Name Printed

Address

City, State, Zip

Telephone

CONTRACT

STATE OF TEXAS §
COUNTY OF GUADALUPE § KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this _____ day of _____, A.D., 2012, by and between **THE CITY OF SCHERTZ, COUNTY OF GUADALUPE, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, and, _____ of the City of _____, County of _____, State of _____, Second Party, hereinafter termed the Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said First Party, (Owner), the said Second Party, (Contractor), hereby agrees with the First Party to commence and complete the construction of certain improvements at the prices set forth in the Contractor's Proposal for the City of Schertz Job No _____ the same being designated as **EAST LIVE OAK WATER PLANT: WATER PUMP UPGRADES**

The Contractor shall perform all work shown on the Plans and described in the Specifications and shall meet all requirements of this Agreement. The General and Special Conditions of the Agreement, and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer or agree to confer any benefit or gift to any City of Schertz employee.

The Contractor hereby agrees to commence work under this Contract within seven (7) days after issuance by the CITY of the written Authorization To Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of the CITY's issued, written Authorization To Proceed. Computation of Contract Time will begin upon actual commencement of Work by the Contractor during the seven (7) calendar day period referenced above, or upon the eighth (8th) calendar day (assuming the eighth day is a day upon which Work may lawfully and Contractually be performed), *whichever occurs first*. All work specified in these Contract Documents shall be completed within **90** calendar days.

It is agreed and understood by the Owner and the Contractor that the provisions of Article 2368a, Vernon's Annotated Civil Statutes of Texas apply to this contract. The terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner Agree that as a public body, Owner is authorized by such state law to negotiate change orders up to and including the amount of \$25,000.00 acting by and through its duly designated administrative officer. It is agreed and understood that any change orders which increase the work of the contract in excess of 25% of the bid contract price, must be subject of a supplemental agreement approved by the City Council of Schertz, or its designee, as in case of original contracts. The work of the contract may be decreased over 25% with the consent of the Contractor.

The Owner agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- The Invitation to Bidders
- The Instructions to Bidders
- The Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders

The Plans designated **EAST LIVE OAK WATER PLANT: PUMP UPGRADES, Sheets 1 thru 8**, inclusive.

In witness thereof of the Parties of these presents have executed this Agreement in the Year and day of first above written.

CITY OF SCHERTZ
OWNER

By _____
City Manager

Contractor

By _____

Title _____

Contractor hereby acknowledges and understands that this Contract is subject to Section 151.311 of the Texas Tax Code, as amended. The following amount of money represents that part of the total contract price representative of the value of tangible personal property which is to be incorporated into the project realty, or which is otherwise exempt from taxation under Section 151.311 of said Code: \$ _____

STATUTORY PERFORMANCE BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253. as amended
(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called "Principal"), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, and authorized under the laws of the State of Texas to act as surety, on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS (hereinafter called "Owner/Obligee"), in the amount of _____ Dollars (\$ _____), for the payment whereof. Principal and Surety, firmly bind themselves, and their heirs, administrators executors. successors and assigns, jointly, and. severally, by these presents:

WHEREAS, principal has entered into a certain written contract with the Owner/Obligee, dated the _____ day of _____, 2012, consisting of _____ (hereinafter called "the Contract"), which Contract is hereby referred to and made a 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 Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

NOW, THEREFORE, IF Principal shall repair any and all defects in said work occasioned by and resulting from defect in materials furnished by, or workmanship of, Principal in performance of the work covered by the Contract, occurring during a period of within 12 months from the date of the Contract Completion Certification, therein this obligation shall be null and void: otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this 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, or other waiver or amendment of the terms of the Contract or to the work thereunder, nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety, hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2012.

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

Name, Address and Telephone of Resident Agent of Surety:

STATUTORY PAYMENT BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253. as amended
(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called "Principal"), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, and authorized under the laws of the State of Texas to act as surety, on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto **THE CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS** (hereinafter called "Owner/Obligee"), in the amount of _____ Dollars (\$ _____), for the payment whereof. Principal and Surety, firmly bind themselves, and their heirs, administrators executors, successors and assigns, jointly, and, severally, by these presents:

WHEREAS, principal has entered into a certain written contract with the Owner/Obligee, dated the _____ day of _____, 2012, consisting of _____ (hereinafter called "the Contract"), which Contract is hereby referred to and made a 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 Principal shall faithfully pay in full all claimants supplying labor and material to Principal or to a subcontractor in the prosecution of the work provided for in the terms of the Contract Documents, 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 Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this 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, or other waiver or amendment of the terms of the Contract or to the work thereunder, nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety, hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2012.

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

Name, Address and Telephone of Resident Agent of Surety:
