



Invitation to Bid (“ITB”)
Annual Concrete Work

BID NO. 23-013

EVENT	DATE
Issuance of ITB	Thursday, September 21, 2023
1 ST Publication Date	Thursday, September 21, 2023
2 nd Publication Date	Thursday, September 28, 2023
Last Day to Submit Questions (5:00 PM)	Tuesday, October 3, 2023
Deadline to Request Electronic Submission (10:00 AM)	Monday, October 9, 2023
Bid Opening (2:00 PM)	Tuesday, October 10, 2023
Possible City Council Award	Thursday, October 19, 2023

Checklist of Documents to Return in Sealed Bid

- _____ Completed Bid Submission Authorization
- _____ Completed Bidder Questionnaire
- _____ Completed and Signed Non-Collusion Certificate
- _____ Certificates of Insurance
- _____ Completed Bid Form

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I. General Terms and Conditions

A. INTENT

The intent of this ITB is to solicit bids for a contract to provide all labor, materials, tools and any other requirements for **reconstruction** on an as needed basis, of existing concrete curb and gutter, concrete sidewalks, concrete driveways and valley gutters, and **construction** of new concrete drainage structures. This covers **ALL** labor, materials, tools and equipment to perform concrete work as outlined under the SCOPE OF WORK set forth herein below.

B. RECEIPT AND OPENING OF BIDS

The City of Brenham, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, including one (1) marked original and one (1) marked duplicate on the original forms and clearly marked with bid number and description no later than **2:00 PM on Tuesday, October 10, 2023**. The name and address of BIDDER shall be marked on the outside of the submitted bid packet. **Sealed bids will be opened at 2:00 P.M. on Tuesday, October 10, 2023, in Conference Room 1A at 200 W. Vulcan St., Brenham, TX. Any bid received after 2:00 PM on October 10, 2023, will not be considered.**

Bids should be prepared simply, providing straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the ITB. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the bid should be on completeness, clarity of content and adherence to the presentation structure required by the Bid Documents.

The City does accept electronic bids via download into a secure electronic depository. Bids submitted by e-mail will not be accepted. If a bidder would like to submit electronically, they must notify the City no later than 10:00 a.m. on Monday, October 9, 2023.

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate "ITB No. 23-013 – Electronic Submission Request" in the subject line. It is the sender's responsibility to verify receipt of email; read receipt is acceptable.

C. QUESTIONS AND BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by the City Secretary/Director of Administrative Services, P. O. Box 1059 (200 W. Vulcan St., Suite 203), Brenham, TX 77834, **prior to the bid opening at 2:00 P.M. on Tuesday, October 10, 2023**

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. Such communication must be in writing. Every request for such interpretation should be in writing addressed to Kyle Branham, Purchasing and Public Works Project Manager, P.O. Box 1059 (200 W. Vulcan St., Suite 203), Brenham, TX 77834, or emailed to kbranham@cityofbrenham.org.

All questions must be received no later than 5:00 PM on Tuesday, October 3, 2023. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS not more than three (3) working days prior to the scheduled time for receipt of bids. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document.

D. METHOD OF AWARD

BIDDERS are encouraged to be creative in responding to this ITB, including proposing alternatives in addition to a traditional service delivery model. Bids will be evaluated by the CITY. The CITY will consider the completeness of a BIDDER's bid and how well the bid meets the needs of the CITY. In evaluating the bids, the CONTRACT will be awarded to the BIDDER who provides the services specified herein at the best value for the CITY, in compliance with Texas Local Government Code, Section 252.043.

Best value criteria includes:

- Price (25%)
- Experience working on similar service agreements (15%)
- Qualifications of key personnel to perform services pursuant to the contract (30%)
- Response of references (20%)
- Ability to meet required deadlines (10%)

The City of Brenham reserves the right to waive any informalities or technical errors, or consider alternate bids and award as lump sum, individual basis, or any combination that in its judgment will best serve the interests of the CITY.

The CITY reserves the right to request that any BIDDER clarify its bid or supply any additional material deemed necessary to assist in the evaluation of the bid.

The CITY reserves the right to make an award without further discussion of the submittals. Therefore, the bid should be initially submitted on the most favorable terms the BIDDER can offer. The BIDDER selected as the VENDOR will be expected to enter into a CONTRACT with the CITY based on the CITY's standard contract terms and conditions, attached hereto as EXHIBIT A to this ITB.

Any resultant CONTRACT may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed items.

E. QUALIFICATIONS OF BIDDER

At the time of opening of bids, each BIDDER will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of the bid submitted by the BIDDER.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to the complete the work described therein. Conditional bids will not be accepted.

F. CONDITIONS OF WORK

Each BIDDER must inform itself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of BIDDER's obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The BIDDER shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

H. SUBCONTRACTS

The awarded BIDDER shall not subcontract without the written approval of the CITY. It is expressly understood and shall be agreed by both the CITY and BIDDER that the CITY is contracting with the successful CONTRACTOR as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the CITY.

I. SAFETY STANDARDS AND ACCIDENT PREVENTION

The awarded BIDDER shall be responsible for all work zone traffic safety. The BIDDER will be responsible for a traffic control plan on each job that assures the safe movement of vehicles in

and around the areas where concrete work is being done. All traffic control plans shall be approved by the Street Superintendent before any work is performed by the BIDDER. Work zone traffic safety shall include, but not be limited to:

- Signage. Standard highway signs for information, speed limits and work zones to assist drivers in identifying designated traffic paths.
- Traffic Control Devices. Devices such as cones, barrels, barricades and delineator posts.
- Flagging. Flaggers to provide temporary traffic control.
- Lighting. Lighting, when appropriate, for workers on foot and equipment operators.

J. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the City Secretary-Director of Administrative Services within seven (7) business days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Brenham by emailing jbelling@cityofbrenham.org. Completed Conflict of Interest Questionnaire's may be mailed or delivered to the City Secretary/Director of Administrative Services, P.O. Box 1059 (200 W. Vulcan St., Suite 203), Brenham, TX 77834. Please consult your own legal advisor if you have questions regarding the statute or this form.

K. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties, FORM 1295. The TEC has created a website application for business entities to submit the required information.

The City of Brenham requires Form 1295 to be filed electronically by the business entity and acknowledged electronically by the City of Brenham before entering into any contract requiring the approval of the City Council. The business entity must go to the Texas Ethics Commission Website <http://www.ethics.state.tx.us> and follow the login directions. The following information is required:

- Bid/Identification Number: 23-013
- Annual Concrete Work

When the form has been completed, the system will generate a Certificate number and filed date. Please print the form, have it notarized and send it in with your bid response. **NO HAND WRITTEN 1295 FORMS WILL BE ACCEPTED.** The receipt of this form in no way guarantees an award of contract.

L. NON-TRANSFERABLE AGREEMENT

The BIDDER shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or any part thereof, to any person, partnership, company or corporate without prior written consent of the CITY.

M. INDEMNIFICATION

THE BIDDER AGREES AND SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL, BUT NOT LIMITED TO, EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE ACTS AND/OR OMISSIONS OF BIDDER UNDER THIS CONTRACT.

N. INSURANCE

The BIDDER shall keep and maintain during the term of this CONTRACT, a comprehensive general liability policy, with the CITY named as Additional Named Insured, with limits of:

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Texas.

Additional Insurance

Employee Dishonesty coverage endorsed for third party coverage for the CITY or with the CITY named as a loss payee with limits not less than \$100,000 per occurrence and as an annual aggregate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

Other Provisions

Commercial General Liability policies must be endorsed to:

1. Include the CITY, its officials, officers and employees as additional insured.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the CITY.
3. Thirty (30) days' prior notice of policy cancellation shall be provided to the CITY. The BIDDER shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this CONTRACT.

Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

Verification of Coverage:

Vendor shall furnish the City with certificates of insurance required by this ITB. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Subcontractors

BIDDER shall require subcontractors to provide coverage, which complies with the requirements stated herein.

A copy of ANY current Certificates of Insurance should be included with your bid.

Thirty (30) days prior notice of policy cancellation shall be provided to the CITY. The BIDDER shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this CONTRACT.

O. TERM, RENEWAL AND TERMINATION

The CONTRACT shall be enforced for one (1) year from the date of execution by the City, with the possibility of two (2) additional one (1) year renewal periods, based on the same terms and conditions and mutual agreement of the BIDDER and the CITY. **Potential Start date of new contract would be Monday, October 23, 2023.**

The CONTRACT will not automatically renew. The BIDDER shall perform in accordance with the terms and conditions of the CONTRACT. Charges of poor performance shall be documented by the CITY and submitted to the BIDDER for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the CONTRACT.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this CONTRACT shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this CONTRACT.

P. PRICING AND QUANTITY

Pricing is requested on a unit basis. In the event of disagreement between unit and extended prices bid, the unit price shall prevail.

Quantities indicated in the Bid, if any, are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by an amount deemed necessary to meet its needs without any adjustments in unit bid prices. Estimated or forecast quantities may be used by the City to evaluate best value among bids submitted.

Prices contained in this Bid shall remain firm for a period of sixty (60) days following bid due date.

II. Specifications for Concrete Work

Spacing reinforcements **MUST** be #3 rebar on eighteen (18) inches and #4 rebar on twenty-four (24) inches. All travelable surfaces **MUST** contain Class "D" concrete at 3500psi.

A. CONCRETE CURBS AND GUTTERS, VALLEY GUTTERS AND DRIVEWAYS

PART 1. General

1.01. Summary

This specification covers the construction of concrete curbs and gutters, valley gutters, and driveways.

1.02. Related Sections

Subsection 3.003: Concrete Reinforcement

Subsection 3.005: Cast-In-Place Concrete

1.03. Measurement and Payment

- A. Curb and Gutter. Measurement and payment of curb and gutter will be by the linear foot measured along the face curb and payment will be by the unit price per linear foot. Where omission of the vertical portion of the curb and gutter occurs, the length shall be measured along a line one (1) foot, six (6) inches from the inside edge of the gutter. The unit price shall include compensation for all labor, tools, equipment, materials, fine grading, backfill, reinforcing, steel, expansion joint filler and other incidentals necessary to complete the work. Inlet structures shall be paid for separately and their length shall not be included in the length for curb and gutter. The difference in the cost for the variable height curb and gutter shall be included in the price for the inlet.
- B. Valley gutters and driveways will be measured and paid for at per square foot unit price. The unit price shall include compensation for all labor, tools, equipment, materials, fine grading, backfilling, reinforcing, steel, pre-molded expansion joint filler and other incidentals necessary to complete the work.

PART 2. Products

2.01. Materials and/or Equipment

- A. Concrete. All curbs and gutters and valley gutters shall be constructed of Class C concrete.
- B. Expansion Joints. Expansion joints shall consist of three-fourths (3/4) inch pre-molded bituminous expansion joint filler per ASTM D 1751. Seal with joint sealing compound meeting ASTM C920, Type S, Grade P or NS.
- C. Expansion Joint Dowels. Plain steel bars conforming to ASTM A-306, Grade 70. Cut dowels to length at shop or mill before delivery to the site. Dowels must be straight and clean, free of loose flaky rust and loose scale. Dowels may be sheared to length provided deformation from true shape caused by shearing does not exceed 0.04-inches from the end. Provide approved dowel sleeve with inside diameter 1/16" larger than dowel to provide free movement of dowel for a distance of 150 percent of the joint width. Grease dowel in sleeve with approved lubricant.

PART 3. Execution

3.01. Preparation

Fine grade and compact sub-grade or base material. Dry sub-grade or base to be moistened prior to concrete placement.

3.02. Erection, Installation, Application and/or Construction

A. Curbs and Gutters. The curbs and gutters shall be of the dimensions shown in the plan details. With the aid of a straight edge, steel trowel, and steel "gooseneck", all curbs and gutters will be finished true to line, grade and cross section. The straight edge will be used for the face of the curb and in the gutter. The curb and gutter shall be worked with a steel trowel and "gooseneck" to give the work the appearance of a trowel finish, then edged and jointed.

1. Forms. Forms shall be of metal or well seasoned wood and shall be clean and straight. Wood forms for straight sections shall be 2" nominal thickness. Securely stake forms to line and grade and maintain position during concrete placement. Lightly oil forms before use.
2. Reinforcing Steel. Reinforce all curbs and gutters, valley gutters, and driveways. The reinforcing steel shall be accurately placed and secured in position in the forms. Plastic chairs or spacers shall be used to keep the reinforcing steel in proper position. Bars shall be lapped at twenty-four (24) diameters where splicing is necessary, unless otherwise noted. No bar shall be spliced at points of maximum tension. The concrete covering the reinforcing steel shall have a minimum thickness as indicated in the plan details.
3. Joints. Joints shall be provided as specified herein and where directed on the plans. An edging tool shall be used to provide the joints with rounded edges of one-eighth (1/8) inch radius.
 - I. Dummy Groove. Dummy groove joints shall be placed at ten (10) foot intervals in curbs and gutters. The dummy groove joints shall not be less than one (1) inch in depth.
 - II. Expansion. Curbs and gutters shall be provided with the three-fourth (3/4) inch pre-molded expansion joints at intervals not exceeding sixty (60) feet, unless otherwise shown on plans. The filler shall extend the full depth of the concrete but shall be one-fourth (1/4) inch below the finish surface of the concrete. Seal all expansion joints with specified sealer.
4. Forms shall be placed along all the edges of the valley except where they will connect to existing curbs and gutters. Pre-molded expansion joint material shall be placed against these edges to serve as edge forms during construction. An approved method must be used to form a neat line between the new construction and the existing pavement when removal of existing asphalt surface and base is necessary to install a valley gutter or driveway.

3.03. Field Quality Control

Notify City Engineer prior to placing concrete to allow inspection of forms, reinforcing, and joints.

B. CONCRETE FORMWORK

PART 1 General

1.01. Summary

This subsection defines the requirements and limitations for the design, construction, erection, and removal of concrete formwork.

1.02. Related Sections

Section 3.005: CAST-IN-PLACE CONCRETE

1.03. Measurement and Payment

There will be no separate measurement and payment for work performed under this section unless otherwise indicated in the bid form.

1.04. System Description

All formwork shall be designed for the load, lateral pressure and allowable stresses described in the referenced standard (ACI 347) and the applicable requirements of local building codes. The maximum allowable deflection for concrete surfaces exposed to view is 1/249 of the span between structural members.

PART 2. Products

2.01. Materials and/or Equipment

A. Forms. Full size, moisture resistant, three-fourths (3/4) inch thick, 5-ply Douglas fir form plywood shall be used as form lumber. Joints in forms shall be horizontal or vertical. Metal or other types of forms are allowed only with the prior approval of the City Engineer and shall produce surfaces equal to those by the specified wood forms.

1. Exposed surfaces. Form lumber for exposed surfaces shall meet the above size and type requirements and be faced Grade B, or better plywood. Do not use materials with raised grain, torn surfaces, patches, dents, warps, knots or other defects.

2. Unexposed Surfaces. Undressed lumber may be used for forming unexposed surfaces.

B. Form Ties. Form ties for exposed surfaces shall be threaded rod type or snap type and shall be sufficient strength to withstand the pressure resulting from the placement of the concrete. Form ties shall be at least one and one-half (1 ½) inches shorter than the wall thickness. Form ties shall be that when forms are removed, no metal is closer than three-quarters (3/4) inch from the surface and shall leave a small, clean hole to be grouted. Securing forms with wire is strictly prohibited.

C. Form Coating. Use commercial formulation of form oil or form-release agent having proven satisfactory performance. Coating must not bond with stain or adversely affect the concrete surfaces and shall not impair the use of bonding agents and curing compounds. If form oil is used, all excess oil shall be wiped off leaving the surface oily to touch.

- D. Chamfer Strips. Provide chamfer strips in corners of forms to produce beveled edges on permanently exposed surfaces. Size of chamfer shall be three-quarters (3/4) inch unless shown otherwise on the plans. Interior corners and edges of formed joints do not require any beveling unless shown otherwise on the plans.
- E. Earth Cuts for Forms. Use earth cut forms for beams under slabs on grade when the beam has sloped sides and is integral with the slab. Earth cut forms are allowable for side of footings if the sides of the excavation are stable such that there is no caving or sloughing.
- F. Slip Forms. Slip forming is not permitted.

PART 3. Execution

3.01. Preparation

- A. General. At least 24 hours prior to scheduled concrete placement, notify the City Engineer that formwork may be inspected. Do not place concrete until forms have been inspected and approved by the City Engineer.
- B. Preparation of Form Surfaces. Clean all surfaces of forms and embedded objects before placement of concrete. Remove accumulated mortar, grout, rust, debris, and any other foreign material. Coat forms for exposed or painted surfaces with form oil or other form-release agent before placing concrete. Form oil or other form-release agent shall be used in strict accordance with the manufacturer's printed instructions. Do not allow excess form coating material to accumulate in forms or come into contact with previously placed hardened concrete against which fresh concrete will be placed. No form coating material shall be placed on the reinforcement. Other than retained-in-place metal forms, forms for unexposed concrete surfaces may be wetted with water immediately prior to placement of concrete in lieu of using a form coating material. Such wetting of forms with water is not allowed when the possibility of freezing temperature exists.

3.02. Erection, Installation, Application and/or Construction

- A. General. Construct forms to the shape, lines and dimensions of the members as shown on the plans. Forms shall be sufficiently tight to prevent the leakage of mortar. Temporary openings shall be provided at the base of column and wall forms or at other required points to facilitate the cleaning and inspection immediately before placement of concrete.
- B. Facing Material. Facing material for exposed surfaces shall be placed in an orderly and symmetrical fashion. Full size pieces shall be used except where small pieces will cover an entire area. Facing material shall be adequately supported to prevent deflection. Facing material for exposed surfaces shall be installed in such a manner that will allow the City Engineer access to inspect the exposed surface forms before the back form is in place.
- C. Bracing of Forms. Anchor, brace and tie all formwork to shores, members to other supporting surfaces to prevent the upward movement of the forms during the placement of concrete. Tighten forms to close joints and insure conformance to the specified lines and shapes. All forms that cannot be properly tightened shall

be removed and rebuilt. All forms shall be securely braced to prevent lateral deflections during placement of concrete. Use wedges of jacks to provide positive adjustment of shores and struts. For wall openings, constructed wood forms that facilitate loosening to counteract swelling of forms.

- D. Shoring of Forms. When shoring is permitted or required, construction shall follow a planned sequence. Such plan shall be provided by the Contractor and shall be approved by the City Engineer prior to construction.
- E. Removal of Forms. Forms for drainage structures and vertical walls shall not be removed in less than four (4) days
- F. Form Reuse. Approval is required before reusing any forms. Do not reuse that are worn or damaged beyond repair. Thoroughly clean and recoat forms before reuse. For wood forms to be used for exposed surfaces, sand, or otherwise dress the surface to be in contact with the concrete to the original condition or provide form linear facing material. Before reusing metal forms, straighten, remove dents and clean such that the forms are returned to original condition.

C. CONCRETE REINFORCEMENT

PART 1. General

1.01. SUMMARY

This subsection gives the requirements for the concrete reinforcement to be used in cast-in-place concrete.

1.02. RELATED SECTIONS

Subsection 3.005 Cast-In-Place Concrete

1.03. MEASUREMENT AND PAYMENT

There will be no separate measurement and payment for work performed under this section unless otherwise indicated in the bid form.

PART 2. Products

2.01. MATERIALS AND/OR EQUIPMENT

- A. Steel Reinforcing Bars. All steel reinforcing bars shall be open hearth new billet steel conforming to ASTM A615. All bars shall be uniformed and be Grade 60 with a minimum yield strength of 60,000 psi.
- B. Welded Wire Fabric. Wire for fabric reinforcement shall be cold drawn from rods hot rolled from open hearth billets and shall conform to ASTM A82 and be fabricated in accordance with ASTM A185. Unless otherwise shown on plans, wire for fabric reinforcement shall be #4 gauge or have a nominal diameter of 0.2253-inch. Welded wire fabric shall be supplied in flat mats. Rolled fabric will not be accepted.
- C. Supports. Supports for reinforcing bars shall be the correct type as intended and represented by the manufacturer. Bar supports shall be uniform high density polyethylene or fiberglass reinforced plastic and conform to CRSI Class 1, Maximum Protection.

D. Spacers. Reinforcing bars shall be spaced the proper distance from the face of the forms by means of approved galvanized metal spacers or approved mortar or concrete blocks. Pre-cast mortar or concrete blocks shall be cast in individual molds, in the form of a frustum of a cone or pyramid, with suitable tie wire to be used for anchoring the block to the steel. The pre-cast blocks shall be properly cured and aged before use in spacing the steel.

E. Tie Wire. Use 18-gauge annealed steel for tie wire.

F. Bar Splices. Splicing of bars will not be permitted without written approval of the City Engineer. When splicing of bars is unavoidable, the number of splices shall be kept to minimum and shall be located at points of minimum stress. When practicable, splices in adjacent bars shall be staggered. Lap splices shall have a minimum splice length of not less than twenty-four bar diameters when used in 3,000 psi concrete and shall be in accordance with ACI 318. Mechanical splices shall be installed in strict accordance with the manufacturer's instructions and recommendations and shall be as follows:

1. Mechanical Bar Splices. Use Cad weld splices manufactured by Erico Products, Inc., or pre-approved equal. Splices must develop a minimum of 125% of specified yield strength of the spliced bars.
2. Threaded Bar Splices. Use a metal coupling sleeve with internal threads which receive the threaded ends of the bars to be spliced. Splices must develop a minimum of 125% of specified yield strength of the spliced bars.

2.02. FABRICATION

Reinforcement shall be bent cold to the shapes indicated on the plan details. Bends shall be true to the shapes indicated and any irregularities shall be cause for rejection. Unless otherwise shown, bends for stirrups or ties shall be made around a pin having a diameter of not less than two (2) times the bar size. Hooks shall be a complete semi-circular turn of a diameter equal to six (6) times the bar diameter, plus an extension of at least four (4) bar diameters at the free end of the bar.

PART 3. Execution

3.01. PREPARATION

Notify the City Engineer at least twenty-four (24) hours before concrete placement so that reinforcement may be inspected and errors corrected without delaying the work.

3.02. ERECTION-INSTALLATION-APPLICATION AND/OR CONSTRUCTION

- A. General. Carefully and accurately place the reinforcement in the positions indicated on the plan details. All reinforcing steel shall be securely wired together at all intersections and be held securely in place during the pouring of concrete.
- B. Vertical Stirrups. Vertical stirrups shall always pass around the main tension members and be securely attached thereto.
- C. Spacers. No galvanized spacers shall be installed in concrete which will be exposed to the weather.
- D. Welded Wire Fabric. Where welded wire fabric is used as reinforcement, the mesh shall be placed in the longest practical lengths and shall be overlapped and

securely fastened at the ends to maintain a uniform strength. A minimum of one (1) mesh overlap is required.

E. Construction Joints. Reinforcing shall extend through construction joints.

F. Welding to Reinforcing. No welding of reinforcing steel or splices shall be allowed without prior approval of the City Engineer.

G. Conflicts with the Reinforcement. Where there are conflicts between the location of reinforcing steel and other concrete embedded items, the Contractor shall immediately notify the City Engineer so that revisions can be made before placing the concrete. Cutting of any reinforcement is strictly prohibited without prior approval of the City Engineer.

3.03. FIELD QUALITY CONTROL

Place all reinforcing steel within the specified tolerances as outlined in the referenced standards. Variations from these tolerances will be cause for rejection of the work.

D. CONCRETE JOINTS AND EMBEDDED ITEMS

PART 1. General

1.01. Summary

This subsection specifies requirements for construction joints, expansion joints, and embedded items for concrete. Review drawings and specifications for additional requirements for joints and embedded items.

1.02. Related Sections

Subsection 3.005: Cast-In-Place Concrete

1.03. Measurement and Payment

There will be no separate measurement and payment for work covered under this section unless otherwise indicated in the bid form.

PART 2. Products

2.01. Materials and/or Equipment

A. Expansion Joint Filler. Use ¾-inch thick asphalt impregnated fiberboard or redwood in accordance with ASTM D-1751.

B. Expansion Joint Sealer. Use joint sealing compound conforming to ASTM C920, Type S, Grade P or NS.

C. Expansion Joint Dowels. Use plain steel bars conforming to ASTM A-306, Grade 70. Cut dowels to length at ship or mill before delivery to the site. Dowels must be straight and clean, free of rust and scale.

D. Sleeves. Provide sleeves which are 26-gauge steel or PVC tubes and are capped at one end. Sleeves shall be in accordance with ASTM A-120.

E. Water Stops. Water stops shall be polyvinylchloride and be Seal-Tight, Type No. 6DS, as manufactured by W.R. Meadows, Inc.; Type No.6, wide flange (PVC), as manufactured by Duro-Wal; Type CB 1-1/8, as manufactured by Williams Products; or a pre-approved equal.

PART 3. Execution

3.01. Execution-Installation-Application and/or Construction

- A. General. Place embedded items as shown on the plan details and in such a manner that will not impair the strength of the structure. Should locations of embedded items conflict with reinforcement or be detrimental to strength of the structure, notify the City Engineer so the items can be relocated. Notification shall be such that the scheduled concrete placement is not delayed and there is adequate time to relocate the embedded items. Adequately secure all embedded items to prevent displacement during concrete placement.
- B. Conflicts with Reinforcement. Do not cut or reposition reinforcing steel to facilitate the installation of inserts, conduits, sleeves, anchor bolts, mechanical openings and similar items without the prior approval of the City Engineer.
- C. Construction Joints. Make construction joints only at locations shown on the plan details or as specified in these specifications. Relocation of construction joints is strictly prohibited without the prior approval of the City Engineer. Install construction joints in compliance with the following procedures:
 - 1. Locate joints in such a manner that will least impair the strength of the structure being constructed.
 - 2. Place all joints perpendicular to main reinforcement. Reinforcing shall be extended through all joints unless otherwise directed.
 - 3. Prepare joints by removing loosened particles of aggregates or damaged concrete at the surface.
 - 4. Install any joint filler on expansion joints to full depth of the concrete section with the top held down $\frac{3}{4}$ -inch to provide recess for sealant.
- D. Water Stops. Install water stops in the locations shown and in a manner that will develop effective water tightness. Position and support water stops against any displacement during replacement of concrete.

E. CAST-IN-PLACE CONCRETE

PART 1. General

1.01. Summary

This subsection gives requirements for normal weight structural concrete, concrete riprap, and pneumatically placed concrete.

1.02. Related Sections

Subsection 3.002: Concrete Formwork

Subsection 3.003: Concrete Reinforcement

Subsection 3.004: Concrete Joints and Embedded Items

1.03. Measurement and Payment

There will be no separate measurement and payment for work performed under this section unless otherwise indicated in the bid form.

1.04. System Description

Four classes of concrete designated by the minimum seven (7) day and twenty-eight (28) day compressive strength in pounds per square inch (psi) are covered by this specification and are as follows:

Compressive Strength (psi)

<u>Class</u>	<u>7-days</u>	<u>28-days</u>
A	1,350	2,000
B	1,700	2,500
C	2,000	3,000
D	2,350	3,500

1.05. Quality Assurance

It shall be the responsibility of the Contractor to produce concrete of the strength, durability, workability, and specified finish.

PART 2. Products

2.01. Materials and/or Equipment

- A. Portland Cement. Portland cement shall be Type I or Type III and shall be in accordance with the current specifications for Portland cement in ASTM C150.
- B. Water. Water used for mixing in concrete shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement. Water which is suitable for drinking or ordinary household uses is acceptable. Non-potable water shall not be used for mixing in concrete.
- C. Admixtures. Calcium chloride or admixtures containing chloride are strictly prohibited. Provide admixtures in accordance with the following:
 - 1. Air-entraining Admixtures. Use admixtures which conform to the requirements of ASTM C260.
 - 2. Chemical Admixtures. Chemical admixtures used as retarders, accelerators, water-reducing agents, or a combination of these, shall conform to the applicable provisions of ASTM C494 and/or ASTM C1017.
- D. Aggregates. Use coarse aggregate from only one (1) source and fine aggregate from one (1) source for all exposed concrete in a single structure. Use of pit run gravel as an aggregate will not be permitted. Both fine and coarse aggregates in normal weight concrete shall conform to the requirements of ASTM C33 and shall be as follows:
 - 1. Coarse Aggregate. Coarse aggregates shall consist of crushed stone, gravel, crushed gravel or a combination of these. Gravel and crushed gravel shall consist of clean, hard, durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or injurious matter. Crushed stone shall consist of the clean, dustless product resulting from crushing stone. There shall be no adherent coatings, clay loam, organic or injurious matter.
 - 2. Fine Aggregate. Fine aggregate shall consist of a sand or mixture of sand with or without a mineral filler. The sand or mixture of sand in fine

aggregate shall be clean, hard, durable, uncoated grains which are free from lumps.

- E. Curing Compound. When required, provide commercial curing compound which will not permanently discolor the concrete and is in accordance with the provisions set forth in ASTM C309.
- F. Patching Grout. Provide a non-shrink, non-slump, quick-setting patching mortar to repair small defects in concrete work. Master Builders' "Embeco 153," or pre-approved equal, is acceptable for use as a patching grout. Sand used in patching grout shall be in accordance with the provisions set forth in ASTM C144.
- G. Proportioning and Mixing of Concrete. Proportion and mix ingredients in a manner that will produce a concrete having the proper placability, durability, strength, appearance, and other specified properties. Proportion ingredients to produce a homogeneous mixture which will readily work into corners and angles of forms and around reinforcement when placed and consolidated and will not segregate or have excessive water collect on the surface. Proportion materials in accordance with the procedures outlined in ACI 613, "Recommended Practice for Selecting Proportions for Concrete." All materials will be proportioned and mixed with the intention of producing a concrete with the minimum specified twenty-eight (28) day compressive strength, or greater. Unless noted or specified otherwise, all concrete shall be Class "C" with a minimum of twenty-eight (28) day compressive strength of 3,000 psi.
 - 1. Normal Weight Structural Concrete. In addition to the above requirements for proportioning and mixing concrete, normal weight structural shall be mixed in accordance with the provisions of ASTM C94, "Standard Specification for Ready-Mixed Concrete." The use of an on site batch is strictly prohibited without the prior approval of the City Engineer. Any specified or approved admixtures shall be mixed and proportioned in the concrete in accordance with the manufacturer's instructions and the applicable reference standards.

PART 3 Execution

3.01. Preparation

- A. General. Mix concrete only in quantities for immediate use and discard any concrete which has set or is not completely discharged at the site within the maximum time allowed for placement. Re-tempering of any set concrete is strictly prohibited.
- B. Notification. The placement of concrete without the prior approval of the City Engineer is strictly prohibited. The Contractor shall notify the City Engineer a minimum of twenty-four (24) hours before placing concrete.
- C. Protection from Adverse Weather. Unless adequate protection is provided, or approval is obtained, do not place concrete during rain, sleet, snow, or freezing weather. Do not permit rainwater to increase the amount of mixing water or to damage the surface finish. If rainfall occurs after placing operations begin, provide adequate covering to protect the work from any adverse damage.

D. Placing Temperatures. All concrete shall be placed in accordance with the following provisions:

1. Cold Weather Placement. Unless special provisions are made for heating the concrete mix and the concrete in forms, do not place any concrete when the air temperature is below 40 degrees or is predicted to be below 40 degrees within forty-eight (48) hours of placement.
2. Hot Weather Placement. When the air temperature is above 85 degrees, use an approved retarding agent in all concrete. Concrete temperature prior to placement shall not exceed 95 degrees.

E. Maximum Time to Placement. Any concrete that has attained its initial set or has contained its mixing water or cement for more than forty-five (45) minutes shall not be placed in the work. The addition of an approved retarding agent may be proposed by the Contractor to increase the maximum time to placement. The increase of time to placement shall be proposed by the Contractor and approved by the City Engineer when the design mix is submitted for approval.

3.02. Erection-Installation-Application and/or Construction

A. Placement of Concrete. The placement of concrete shall be in accordance with the following procedures:

1. Normal Weight Structural Concrete. Place concrete only upon a sub-grade or surface approved by the City Engineer. All forms shall be clean of dirt, and other construction debris, and all water shall be removed or drained from the forms before concrete is placed. Concrete shall be handled from mixer to transport vehicle to final place of deposition in a continuous manner and as rapidly as possible without segregation or loss of ingredients until the approved unit of operation is completed. Placing will not be permitted when, in the opinion of the City Engineer, the sun, heat, wind, or limitations of facilities furnished by the Contractor to prevent proper finishing and curing of the concrete. Forms or reinforcement shall not be splashed with concrete in advance of pouring. Concrete shall be deposited in uniform layers and as close as practicable to its final position. Immediately after placing, concrete shall be compacted and consolidated by vibration, spading, rodding, or forking such that the concrete is worked around reinforcement, embedded items and into the corners of the forms. The method used to consolidate and compact concrete shall meet with the approval of the City Engineer and shall be done so as not to cause segregation of the concrete. Special care shall be taken in placing and spading concrete against forms and all the joints to prevent the formation of voids and honeycombs. Tapping or other external vibration of forms will be permitted. Vibrators shall not be used to move concrete in the forms. Concrete shall not be placed on concrete which is sufficiently hard to cause that formation of seams and planes of weakness within the section. Concrete shall not be allowed to drop freely more than five (5) feet in unexposed work nor more than three (3) feet in exposed work.

B. Surface Finish on Concrete. Finish the surface of concrete in accordance with the plan details or as specified herein.

C. Curing of Concrete.

1. Curing Compound. A curing compound which is acceptable to the City Engineer as to color, quality, and moisture retention, shall be used. Apply curing compound in accordance with manufacturer's instructions.

III. Contract Performance

- 3.01. This contract will become effective upon acceptance and approval by the City of Brenham and will remain in full force and in effect for one year.
- 3.02. The City of Brenham reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to:
 1. Meet delivery or completion schedules;
 2. Otherwise perform in accordance with the accepted proposal.
- 3.03. Breach of contract or default authorizes the City to purchase elsewhere and charge the full increase in cost to the defaulting contractor.
- 3.04. Unless stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and all water, electricity, fuel, transportation, and other facilities necessary for the execution and completion of the work covered by the Bid Contract Documents. Unless otherwise specified, all materials shall be new in both workmanship and materials, and shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words when so applied have a well known technical or trade meaning, shall be held to refer to such recognized standards.
- 3.05. It is agreed by the Contractor that the Public Works Director shall be and is authorized to appoint, from time to time, such supervisors or inspectors as the said representative, to inspect the materials furnished and the work done under this agreement, and see that the said material is furnished, and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the supervisor or inspector for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any supervisor or inspector so appointed when such directions and instructions are consistent with the obligations of the Agreement and the accompanying plans and specifications, provided, however, should the Contractor object to any order by any supervisor or inspector, the Contractor may make an appeal to the Public Works Director for his decision.
- 3.06. The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the job, during its progress, a competent superintendent and all necessary assistants, all satisfactory to the Public Works Director. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all matters which can in any way effect the work under this

contract. No verbal agreement or conversation with any officer, agent, or employee, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

- 3.07. The Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the Public Works Director shall inform him in writing that any employees on the job are, in his opinion, incompetent, unfaithful, or disorderly, such employees shall be discharged from the work and shall not again be employed on the work without the Directors consent.
- 3.08. Necessary sanitary conveniences for the use of laborers on the job, properly secluded from public observation, shall be constructed, provided, and maintained by the Contractor in such a manner and at such points as shall be approved by the Public Works Director, and their use shall be strictly enforced.
- 3.09. The Public Works Director shall not have the power to waive the obligations of this contract for the furnishing of good material and the performance of good work, as herein described, and in full accordance with the plans and specifications. No failure or omission of the Public Works Director to condemn any defective work of material shall release the Contractor from the obligations to at once tear out, remove, and properly replace the same at any time prior to final acceptance upon discovery of said defective work or material; provided however, that the Director shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event that material has been once accepted by the Director, such acceptance shall be binding on the City, unless it can be clearly shown that such material furnished does not meet the specifications for this work.
- 3.10. Any questionable work may be ordered re-done, taken up or removed for re-examination, by the Public Works Director, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination, and replacement shall be borne by the Contractor. Otherwise the expense thus incurred shall be allowed as extra work, and shall be paid by the City, provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing, and replacing this work if so directed by the Public Works Director. It is further agreed that if the work or any part thereof, or any material brought on the site for use in the work or selected for the same, shall be deemed by the Director as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of notice thereof from the Public Works Director, forth with remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.
- 3.11. The City will provide right-of-ways for the purpose of this contract without cost to the Contractor.
- 3.12. The City will be responsible for determining the location of all utility and communication lines in the vicinity of the proposed work. Liability for damage and/or curtailed services and other associated costs shall be borne by the Contractor if said damages or losses are the result of any acts of the Contractor.
- 3.13. The City reserves the right to cancel the contract or any portion thereof immediately should the Contractor's service be unsatisfactory or should supplier fail to comply with the terms stated in the contract.

- 3.14. The Contractor is responsible for traffic control at each job location and must provide all safety equipment, such as traffic cones, barricades, etc. The Contractor is also responsible for directing traffic at each job location, if necessary.
- 3.15. The Contractor shall protect all property corner markers, and when any markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.
- 3.16. All excavated earth in excess of which is required for backfilling, shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Public Works Director, it can be neatly spread over the adjacent area.
- 3.17. The Contractor shall, at all times, keep the job site as free from all material, debris, and rubbish as is practical and shall remove same from any portion of the job site, when it becomes objectionable, in the opinion of the Public Works Director.
- 3.18. Upon completion of the work, the Contractor shall remove from the site all materials, tools, and equipment belonging to him. The Contractor shall remove and dispose of all construction debris, and the site shall be left with an appearance acceptable to the City.
- 3.19. The Contractor shall at all times observe and comply with Federal, State, and Local Laws, Ordinances, and Regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the City against any claims arising from the violation of such laws, ordinances, and regulations whether by the Contractor or his employees, except where such violations are called for by the provisions and the Formal Bid Contract Documents. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the Public Works Director, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to laws, ordinances, rules, and regulations and without such notice to the Director, he shall bear all costs arising there from.
- 3.20. The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract, and that he will not assign by Power of Attorney, or otherwise, or sublet said contract.
- 3.21. Within five (5) days after the Contractor has given the Public Works Director notice that the work has been completed, or substantially completed, the Director or his representative shall inspect the work and within said time, if the work is found to be completed or substantially completed in accordance with the Contract Documents, it shall be the duty of the City within thirty (30) days to make payment to the Contractor.

BID SUBMISSION AUTHORIZATION

- An authorized representative must sign bids, with the BIDDER's address, telephone and email information provided. Unsigned bids may not be considered.
- If the bid is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the bid is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the bid is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Address: _____

INFORMATION SECURITY REQUIREMENTS

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a bid to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

BID NO. 23-013- Annual Concrete Work for the City of Brenham

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2023.

Notary Public

NOTARY SEAL:

BIDDER QUESTIONNAIRE

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____

Owner Name: _____

Contact Person: _____ Phone: _____

Contact Person's Title: _____ E-Mail: _____

QUALIFICATIONS:

1. Number of Years in Business under Current Company Name/License #: _____
2. Number of employees in your company: _____
3. Experience working with municipal and/or regulatory entities (*attached additional sheets if necessary*): _____

4. Please provide a list of "key personnel" that will be assigned to supervise or work on City contracted site, including name, job title and years of experience. Attach copies of any Licenses/certifications.



Bid Form – Bid No. 23-013 *Annual Concrete Work*

Bid Opening: **2:00 PM (CST), Tuesday, October 10, 2023**

Bid Title: **Annual Contract for Concrete Work**

Submit to: *This is a **FORMAL ITB** and proposals must be submitted to:*

City Secretary-Director of Administrative Services

ITB 23-013 (DO NOT OPEN)

City of Brenham

200 W. Vulcan St., Suite 203

Brenham, Texas 77833

or

P.O. Box 1059

Brenham, Texas 77834-1059

Responses may be presented in person, by mail or submitted electronically as described in the invitation to bid. Mailed bids must be addressed to the Post Office box.

Bids must be submitted on this form only. **Bidders are required to submit (2) copies of the Bid Form. One full copy of this bid document must also be submitted with the Bid Form.** All bids submitted must be itemized with prices extended when practical.

Bid **MUST** be signed by an authorized representative of the Bidder. An original signature is required.

Acknowledgement of Addenda(s) (if any):

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

Name of Bidding Firm _____

Name of Bidding Firm

(please print)

Authorized Signature:

Signer's Name:

(please print)

Address:

Phone No:

Alt. Phone No:

Email:

Description	Unit Price
1. Furnish labor and materials for the placement of standard curb and gutter per linear foot	\$ _____ /lf
2. Furnish labor and materials for the placement of historical curb and gutter per linear foot	\$ _____ /lf
3. Furnish labor and materials for the placement of 4" thick reinforced concrete flatwork per square foot	\$ _____ /sf
4. Furnish labor and materials for the placement of 6" thick reinforced concrete flatwork per square foot	\$ _____ /sf
5. Furnish labor and materials for the placement of 6" thick reinforced concrete driveway per square foot	\$ _____ /sf
6. Furnish labor and materials for the placement of reinforced concrete valley gutters per square foot	\$ _____ /sf
7. Furnish labor and materials for the placement of reinforced concrete inlets (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$ _____ /cf *
8. Furnish labor and materials for the placement of reinforced concrete inlets (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$ _____ /cf *
9. Furnish labor and materials for the placement of reinforced concrete inlets (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$ _____ /cf *
10. Furnish labor and materials for the placement of reinforced concrete manholes (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$ _____ /cf*

11. Furnish labor and materials for the placement of reinforced concrete manholes (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot
\$ _____/cf *

12. Furnish labor and materials for the placement of reinforced concrete manholes (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot
\$ _____/cf*

13. Furnish labor and materials for the placement of reinforced concrete walls and footings (4 ft. max height or depth of beam footings), per cubic foot
\$ _____/cf

14. Furnish hourly rate for professional services which may include things such as: troubleshooting field work, assisting City staff in determining slopes and/or grades
\$ _____/hr

*** Bidder can provide cost per inlet; however, the bid form must also show per cubic foot price.**

END OF BID FORM

EXHIBIT A
TERMS AND CONDITIONS FOR BIDS

Definitions:

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

Instructions:

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Bids:

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under

contracts with the City, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

Variations:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

F.O.B. – Damage

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices:

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

Cooperative Agreements:

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

Authorized Signature:

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids:

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Bids:

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids:

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids:

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies", boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

- a) Statutory

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions
(State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the person beginning work on the project; and
 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.