SOLICITATION AND OFFER
City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

<table>
<thead>
<tr>
<th>Solicitation Number: CSP 21-007</th>
<th>Invitation for Bid (IFB)</th>
<th>Competitive Sealed Proposal (CSP)</th>
<th>Date Issued: November 5, 2020</th>
</tr>
</thead>
</table>

Questions may be submitted until close of business day on **November 20, 2020, 5:00 P.M. (Central Time)**.
A **MANDATORY** Pre-Proposal Conference will be hosted remotely at 2:00 p.m. (CST) on **November 19th, 2020**.
Proposals will be received at the New Braunfels City Hall, City Secretary Office at the address shown above until: **3:00 P.M. (CST) December 1, 2020**. **Proposals will be read aloud Virtually. Instructions are referenced in Section 3**.
Proposals received after the time and date set for submission will be returned, unopened, upon request.

Proposers must submit proposals in a signed original, with 1 hard copy, and 1 in digital format (.pdf File on USB Thumb Drive).

For information regarding this solicitation, contact:
(No collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

<table>
<thead>
<tr>
<th>Purchasing Representative</th>
<th>Email: <a href="mailto:Bcoleman@nbtexas.org">Bcoleman@nbtexas.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Coleman, Purchasing Manager</td>
<td>Phone: (830) 221-4389</td>
</tr>
<tr>
<td>Fax: (830) 608-2112</td>
<td></td>
</tr>
</tbody>
</table>

5% Proposal Bond Required: **YES**
100% Payment Bond Required: **YES**
100% Performance Bond Required: **YES**

**CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.**
**SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.**

1) **Proposer's State of Residence:** ____________________________ (Refer to information in Section 5 Article 23.)

<table>
<thead>
<tr>
<th>Name and Address of Proposer:</th>
<th>Name and Title of Person Authorized to Sign Offer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address:</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>Date:</td>
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</tbody>
</table>

**Applies to Request for Proposal only.**
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## COMPETITIVE SEALED PROPOSAL

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<td>3</td>
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<td>6-29</td>
<td>Project Manual</td>
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Exhibits & Attachments:
- Exhibit 1: Cost Proposal Form
- Exhibit 2: Prevailing Wage Schedule
- Exhibit 3: Qualifications of Proposer
- Exhibit 4: Supplementary Conditions
- Exhibit 5: Supplementary Provisions

Attachment A: Construction Drawing Set
Attachment B: Technical Specifications

## PROJECT MANUAL

<table>
<thead>
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<td>Substitutions</td>
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<td>Project Record Documents</td>
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<td>Starting Systems</td>
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<td>29</td>
<td>Contract Close-out</td>
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## TECHNICAL SPECIFICATIONS

The Construction Specifications for this Project are included in the contract documents. In the event a specification is not provided in the City of New Braunfels (CONB) plans and specifications, the current version of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted by the Texas Department of Transportation OR City of San Antonio Standard Specifications for Construction (as amended and revised) will apply for this project where applicable.

## STANDARD DETAILS & TECHNICAL SPECIFICATIONS:

The Standard Details for this Project are included in the construction drawings. In the event a standard detail is not shown, the current version of the City of San Antonio Standard Details for Construction, TxDOT Standard Details, and will apply for this project where applicable.
INSTRUCTIONS FOR RESPONSE

03.01 AVAILABLE DOCUMENTS

Proposals are due December 1, 2020 at 3:00 P.M. (Central Standard Time) at the City of New Braunfels - City Secretary’s Office at 550 Landa Street, New Braunfels, Texas 78130 and will be read aloud virtually by joining the webinar at the link below:
https://us02web.zoom.us/j/82395908274
Telephone Only: (833) 926-2300 / Webinar ID: 823 9590 8274

Solicitation documents may be obtained from:
- Purchasing Staff at the New Braunfels City Hall
- The City of New Braunfels' website, http://www.nbtexas.org/2694/Active-Solicitations

03.02 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be hosted remotely at 2:00 p.m. (CST) on November 19th, 2020. Remote access via Zoom instructions are:
To join the webinar: https://us02web.zoom.us/j/89735298925
Telephone Only: (833) 926-2300 / Webinar ID: 897 3529 8925

03.03 SUBMISSION OF PROPOSAL

Companies responding to the CSP must follow the instructions below.

The statements which follow request information that the Evaluation Committee will utilize to evaluate the proposal. Each statement should be specifically addressed. Failure to respond to a statement may result in a proposal being deemed non-responsive and therefore not considered in the selection Process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that proposals be submitted with 1 original master (marked original), 1 hardcopy, and 1 digital copy in a .pdf file format saved on a USB thumb drive. Responses shall be tabbed and labeled as indicated for consistency.

1. TAB 1 – Solicitation and Offer Form; completed and signed.
2. TAB 1 – Acknowledgment of Addenda, if applicable.
3. TAB 2 – Cover Letter: Name and address of the Proposer, as well as a brief description of the firm and its history.
4. TAB 3 – Executive Summary: A brief summary highlighting the most important points of the proposal.
5. TAB 4 – Cost Proposal Form (Exhibit 1)
6. TAB 5 – Qualifications of Proposer (Exhibit 3)
7. TAB 6 – Plan and Schedule as required in Exhibit 3, Qualifications of Proposer, Section 5.
8. TAB 7 – Acceptable Documentation
   - Proposal Guaranty/Bid Bond in an amount no less than five percent (5%) of price
Instruction for Response

Proposal shall include all specified items in this section and be placed in an envelope, sealed and clearly identified on outside as a Proposal to Owner, with Proposer’s name and address, and project name. Failure to submit Proposal in this manner may subject Proposer to disqualification.

When sent by mail, Express Mail, or delivery service, sealed Proposal (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Proposal to Owner with Proposer’s name and address, Project name, and Proposal date and time. It is the sole responsibility of the Proposer to ensure timely delivery of Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

03.04 PROPOSALS AND COMPLIANCE PLANS RECEIVED AFTER THE DATE AND TIME STATED ABOVE WILL NOT BE ACCEPTED FOR EVALUATION.

Proposals will be publicly opened and read aloud directly after bids are due via zoom link. To join the webinar: https://us02web.zoom.us/j/89735298925
Telephone Only: (833) 926-2300 / Webinar ID: 897 3529 8925

An abstract of the amounts of the base Proposals and alternatives will be made available to Proposers after the awarding of Proposals.

03.05 AUTHORIZED CONTACT PERSONS

The persons listed below may be contacted for information regarding the Invitation for Proposals. If the Proposer contacts any other City employee, including Council Members and members of Boards and Commissions, the Proposer may be found in violation regarding Anti-Lobbying and Procurement.

<table>
<thead>
<tr>
<th>PROJECT MANAGER:</th>
<th>Adam Michie</th>
<th>830-221-4079</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT PROCUREMENT REPRESENTATIVE:</td>
<td>Barbara Coleman</td>
<td>830-221-4389</td>
</tr>
</tbody>
</table>

END OF SECTION
ARTICLE 1 – THE PROJECT

04.01.01 The Elizabeth Ave. Realignment Project is a project located within the City of New Braunfels.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Realignment and reconstruction of the roadway and parking areas as well as construction of cast-in-place concrete sidewalks, ramps, curbs, and gutters along Elizabeth Ave. (from Landa Park Dr. to near the connection with Hinman Island Dr.) All pedestrian improvements will be constructed to comply with Texas Accessibility Standards (TAS).

Engineer’s Opinion of Probable Construction Costs for the Work: **$1,392,000**

ARTICLE 2 – WORK

04.02.01 Contractor shall complete all Work as specified or indicated in the Plans, Specifications and Contract Documents. The Work is generally described as follows:

The City of New Braunfels seeks a bid for the infrastructure included in the Elizabeth Ave. Realignment Project plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience with roadway construction including the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

**Statement of Work:**

- Reconstruction of approximately 2,854 square yards of roadway.
- Reconstruction of approximately 9,025 square yards of parking area.
- Construct concrete curb and gutter with an approximate total length of 1,890 linear feet.
- Contractor shall coordinate all work, inspections, and approvals with the City of New Braunfels.
- Methods and Means of Construction shall be compliant with all applicable Federal, State, and Local regulations including obtaining all necessary permits and inspections.
- Contractor shall adhere to City of New Braunfels construction administration procedures.
- Maintain and submit all project records such as Record Drawings, Project Manuals, and Warranties for approval by the City of New Braunfels.

The above list is intended to enhance the Statement of Work and is not intended to limit the respondent’s description of the project’s process or services provided.

This project shall require expertise in the following construction areas:

- Street and roadway construction,
- Cast-in-Place concrete sidewalk and curb and gutter.

**ARTICLE 3 – DESIGN ENGINEER**

**04.03.01** Todd W. Blackmon, P.E. with Pape Dawson Engineers in New Braunfels, Texas is the Design Engineer for the Project.

**ARTICLE 4 – CONTRACT TIMES**

**04.04.01** Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**04.04.02** Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

**04.04.03** Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each calendar day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each calendar day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

**04.05.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 04.05.01.A below:

A. For all Work, at the unit prices stated in Contractor’s Proposal.
ARTICLE 6 – PAYMENT PROCEDURES

04.06.01 Submittal and Processing of Payments
Contractor shall submit Applications for Payment in accordance with the General Conditions and Exhibit 4, “Supplementary Conditions.”

04.06.02 Progress Payments; Retainage

- Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein.

  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.2 of the General Conditions:

     a. 95% (percent) of Work completed (5% retained).

     b. 95% (percent) of cost of materials and equipment not incorporated in the Work (5% retained).

04.06.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Section 6, Article 14.7 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.7.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

04.07.01 In order to induce Owner to enter into this contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the contract documents and the other related data identified in the bidding documents.

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.

D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents, and safety precautions and programs incident thereto.
E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given the Purchasing Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City of New Braunfels is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

04.08.01 Contents

A. Contract Documents consist of the following:

1. Competitive Proposal
   a. Solicitation and Offer Form
   b. Performance Bond
   c. Payment Bond
   d. General Information
   e. Terms and Conditions
   f. Specifications as listed in the table of contents of the Project Manual
   g. Addenda (if any)
   h. Exhibits and Attachments (Cost Proposal Form, Prevailing Wage Schedule, Qualifications of Proposer, Supplementary Conditions, Supplementary Provisions, Plans, and Technical Specifications)

2. Project Manual (Sections 6 - 29)

3. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Contract Award Form;
   b. Notice to Proceed;
   c. Work Change Directives;
   d. Contract Change Orders.

B. The documents listed in Paragraph 04.08.01.A are attached to this contract except as expressly noted otherwise above.
C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Section 6, Article 3, Paragraph 3.4 or the Project Manual.

ARTICLE 9 – COMPETITIVE PROPOSALS

04.09.01 Competitive Proposals

This proposal is presented in accordance with Section 2269.151 Texas Government Code and City requirements.

A. The City of New Braunfels will evaluate proposals according to the process and criteria listed below. The City of New Braunfels reserves the right to consider all other pertinent factors in addition to the proposal in making its final decision. Each of the criteria has been assigned an appropriate weight by the City of New Braunfels. Following an analysis and valuation of the Proposals, ranking of the Proponents will be made based upon the evaluation criteria. In the event of a tie in the rankings, the City of New Braunfels will break the tie based upon the City of New Braunfels's determination of which Proposal will provide the best value to the City of New Braunfels. Subjective judgment on the part of the City of New Braunfels is implicit in the criteria evaluation process. After opening and ranking, award may be made on the basis of the original proposal as is, without discussion, clarification or modification, or the City of New Braunfels may discuss with the selected Proponent, offers for cost adjustment and other elements of the Proposal.

B. Any Proposal may be considered unacceptable if the City of New Braunfels determines it fails to provide adequate technical and price information as specified in this Instruction to Proponents.

C. Evaluation Criteria: The proposals submitted in response to this competitive sealed proposal (CSP) will be reviewed by a committee assembled by the City of New Braunfels. This committee will evaluate the proposals based on, but not limited to, the following criteria:

1. Cost Proposal Form: (60 Points)
   a) The Owner will consider the total contract cost as part of its evaluation. The Owner will have the right to accept alternates, if applicable, in any order or combination unless otherwise specifically provided in the Proposal Documents. The Owner will have the right to accept alternative cost proposal relating to alternate project schedules per Item 3 below.

2. Plan and Schedule: (20 Points)
   Represent a potential plan and schedule for performing the work for the project.
   a) Baseline Schedule: Provide a proposed baseline schedule in Microsoft Project for this Work while defining a critical path.
   b) Schedule Strategies: Provide strategies which are included in the proposal to minimize delays, maintain access to traffic, and describe areas for possible time
3. Relevant Experience on Similar Projects: (10 Points)

Refer to Exhibit 3, “Qualifications of Proposer”

Experience as a **general contractor** with specific experience in general road and sidewalk construction, underground utilities as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed.

a). Minimum experience is indicated in Exhibit 3. Consideration will be given to the number of years the Proponent has been in business.

b) Consideration will be given to projects which are:
   - Occupied or substantially **complete**, as a Prime Contractor or Sub-Contractor within the last five years;
   - At a cost in excess of $2,000,000 that your company is **presently** constructing as a Prime Contractor.

4. Overall experience, Qualifications, Reputation, Past Relationship with the City: (10 Points)

a) This includes the qualifications, reputation, capability, safety record, and contractors past relationship and experience with the City and and/or other public entities.
   - Proposer must include a list of all proposed key personnel.
   - If you are using a sub-contractor for this work, provide the sub-contractor’s specific experience in general road and sidewalk construction, underground utilities, as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed.
   - The Prime Contractor or Sub-Contractor on projects with CONB as the Owner.

b) Other Considerations: The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process. The City further reserves the right to consider a submitter’s background, personnel, experience, financial and other references, management practices, exceptions to the CSP or subsequent contract, and any working relationships, past or present, a submitter may have with its other clients.

5. Financial Capacity to perform the work: (Pass/Fail)

a) Provide evidence of financial capability and stability which must be appropriate to the size and scope of this project.

b) List bank references, including contact name and title, address and phone of contact person at each bank listed.

**TOTAL POINTS POSSIBLE: 100**

E. Presentations/Interviews: After an initial review and compilation process, the City may ask for a presentation/interview of services from selected companies or individual to
clarify and to develop a comprehensive assessment of the submissions. Interviews will provide a maximum of 15 additional points.

TOTAL POINTS POSSIBLE WITH INTERVIEW: **115**

F. Proposed Project Schedule:

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<tr>
<th>DATE</th>
<th>MILESTONE</th>
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<tbody>
<tr>
<td>November 19, 2020</td>
<td>Mandatory Preproposal conference via zoom: To join the webinar: <a href="https://us02web.zoom.us/j/89735298925">https://us02web.zoom.us/j/89735298925</a> Telephone Only: (833) 926-2300 / Webinar ID: 897 3529 8925</td>
</tr>
<tr>
<td>November 20, 2020</td>
<td>Deadline for questions and requests for clarification</td>
</tr>
<tr>
<td>December 1, 2020</td>
<td>Competitive Sealed Proposal (CSP) submission deadline Proposals will be read aloud virtually via Zoom: To join the webinar: <a href="https://us02web.zoom.us/j/82395908274">https://us02web.zoom.us/j/82395908274</a> Telephone Only: (833) 926-2300 / Webinar ID: 823 9590 8274</td>
</tr>
<tr>
<td>January 2021</td>
<td>Anticipated approval, and award of Contract, by City Council</td>
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**ARTICLE 10 – GENERAL CONTRACTOR REGISTRATION**

**04.10.01** Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City’s website, [www.nbtexas.org](http://www.nbtexas.org). In addition to topics such as permitting and fees, et cetera, the “Forms and Applications” hyperlink has links to the required “Contractor’s Registration Packet” and “Sub-Contractor Registration” forms. Additional information may be provided by calling the Building Division at (830) 221-4060.

**ARTICLE 11 – PROPOSAL GUARANTY**

**04.11.01** All Proposals shall be accompanied by an acceptable Proposal Guaranty in an amount of not less than five percent (5%) of the total Proposal Amount, as specified in Terms and Conditions, Section 5, Article 5.

**ARTICLE 12 – CONTRACT SECURITY**

**04.12.01** The required Performance and Payment Bonds must be delivered to Owner not later than 10 days after Notice of Award is issued to Contractor.
ARTICLE 13 – PERFORMANCE AND PAYMENT BONDS

04.13.01 When Performance and/or Payment Bonds are required, each shall be issued in equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents, as specified in Terms and Conditions, Section 5, Article 6.

ARTICLE 14 – MINIMUM WAGES AND PREVAILING WAGE RATES

04.14.01 Minimum wage rates have been established and are specified in Section 5, Articles 23 and 24, “Wage Rates.”

Refer to Exhibit 2, “Prevailing Wage Schedule”

ARTICLE 15 – INSURANCE AND LIABILITY COVERAGE

04.15.01 During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of New Braunfels harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall:

A. Name City of New Braunfels as additional insured/or an insured, as its interests may appear.
B. Provide City of New Braunfels a waiver of subrogation.
C. Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
D. Provide the Purchasing Representative at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.
E. Submit a certificate of insurance reflecting coverage as follows:
   a. **Automobile Liability:**
      - Bodily Injury (Each person) - $1,000,000.00
      - Bodily Injury (Each accident) - $1,000,000.00
      - Property Damage - $1,000,000.00
   b. **General Liability (Including Contractual Liability):**
      - Bodily Injury - $1,000,000.00
      - Property Damage - $1,000,000.00
      - Aggregate - $2,000,000.00
   c. **Excess Liability:**
      - Umbrella Form - $5,000,000.00
   d. **Worker's Compensation:**
      - Or Employer's Liability Insurance: - $1,000,000.00
      - Each Accident - $1,000,000.00
      - Disease each employee - $1,000,000.00
      - Policy Limit - $1,000,000.00

ARTICLE 16 – MISCELLANEOUS

04.16.01 Terms
Terms used in this Agreement will have the meanings stated in the Section 6, Article 1 (General Conditions) and Project Manual Section 9 (Definitions and Terminology).

04.16.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

04.16.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

04.16.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

04.16.05 Contractor's Certifications

Contractor certifies in Exhibit 3, it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

B. “fraudulent practice” means an intentional misrepresentation of facts made
   1. to influence the bidding process or the execution of the Contract to the detriment of Owner,
   2. to establish Bid or Contract prices at artificial non-competitive levels, or
   3. to deprive Owner of the benefits of free and open competition;

C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
04.16.06 Certification of House Bill 89

Contractor certifies in Exhibit 3, it has not boycotted Israel currently and will not boycott Israel during the term of the contract, Pursuant to Section 2270.0001, Texas Government Code.

04.16.07 Indemnity Against Loss

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney’s fees, on account of damage to property and injuries, including death, to all persons, including employees of the Contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the Contractor, its employees, agents, and consultants, pursuant to this contract.

B. The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

04.16.08 Anti-Lobbying and Procurement

Lobbying activities or representations by the Bidder are prohibited between the date that the solicitation is issued and the date of contract execution.

During a no-contact period, a bidder shall make a representation only through the authorized contact person.

During the no-contact period, a bidder may not make a representation to a City official or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that makes a representation and then becomes a bidder.

The prohibition of a representation during the no-contact period applies to a representation initiated by a bidder, and to a representation made in response to a communication initiated by a City official or a City employee other than the authorized contact person.

04.16.09 Safeguarding of Information and Data

The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City’s Purchasing Representative, with appropriate remuneration to the City.

04.16.10 Certificate of Interested Parties (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Certificate of Interested Parties (Form 1295) to the City before the City may enter into a contract with that business entity unless the business entity submits a
disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Standard Filing Process: Form 1295** is accessible at, and must be completed online, at the following web address: [https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in ‘Certification Number’ and ‘Date Filed’ fields in the ‘Certification of Filing’ box on the form will not be generated until the form has been submitted, not saved. An authorized agent of the business entity must then complete the information required in the “Unsworn Declaration” field of the form and sign the printed copy of the form, containing the unique Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

**Solicitation Document:** If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City’s solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original signed form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website after the contract has been awarded.

**04.16.11 Requirement for Disclosure of Conflict of Interest**

In accordance with Chapter 176 of the Texas Local Government Code, “Disclosure of Certain Relationships with Local Government Officers,” persons, or their agents who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

**Form CIQ** is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

a. Beginning of discussions or negotiations to enter into a contract with the City; or

b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal **in addition to** submitting a completed Form
CSP 21-007  Section 4
General Information

CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after
the date the vendor becomes aware of facts that require the statement to be filed as per Section
176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006,
Local Government Code. An offense under this section is a misdemeanor.

END OF SECTION
ARTICLE 1 – DEFINED TERMS

05.01.01 Terms used in these Terms and Conditions, which are defined in the General Conditions of the Contract Documents, have the meanings assigned to them in the General Conditions. The term “Proposer” means one who submits a Proposal directly to Owner, as distinct from a sub-Proposer, who submits a proposal to a Proposer. The term “Successful Proposer” means the lowest, qualified, responsible and responsive Proposer to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Proposal Documents” includes the Advertisement or Invitation to Proposal, General Terms and Conditions, the Proposal Form, and the Contract Documents (Including all Addenda issued prior to receipt of Proposals).

ARTICLE 2 – COPIES OF PROPOSAL DOCUMENTS

05.02.01 Complete sets of the Proposal Documents in the number and for the sum stated in the Advertisement or Competitive Sealed Proposal may be obtained from Owner. The sum for the Project Documents is not refundable.

05.02.02 Complete sets of Proposal Documents must be used in preparing Proposals; neither Owner nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

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

05.02.04 Complete sets of Proposal Documents may be downloaded at http://www.bidnetdirect.com/texas and the City website, http://www.nbtexas.org, unless otherwise notified.

ARTICLE 3 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

05.03.01 It is the responsibility of each Proposer before submitting a Proposal, to: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Proposer’s observations with the Contract Documents; and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

05.03.02 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others and Owner does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

05.03.03 On request in advance, Owner will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a Proposal. Proposer shall fill all holes, clean up, and restore the site to its former condition upon
completion of such explorations. The Proposer shall be responsible for the expenses associated with such tests and explorations.

05.03.04 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. **All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.** Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

05.03.05 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 4 – INTERPRETATIONS AND ADDENDA

05.04.01 All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing Representative. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed, mailed or delivered to all parties recorded by Purchasing Representative as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

05.04.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

ARTICLE 5 – PROPOSAL GUARANTY

05.05.01 All Proposals shall be accompanied by a proposal guaranty in an amount of not less than five percent (5%) of the total Proposal. If the total Proposal amount is $100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner. If the total Proposal amount exceeds $100,000, the only acceptable proposal guaranty will be a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner.

05.05.02 Proposal guaranty accompanying the Proposal of the apparent low Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other proposal guaranties will be returned after Proposal certification.
ARTICLE 6 – PERFORMANCE AND PAYMENT BONDS

05.06.01 When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors’ obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law.

ARTICLE 7 – CONTRACT TIME

05.07.01 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Agreement.

ARTICLE 8 – LIQUIDATED DAMAGES

05.08.01 Provisions for liquidated damages, if any, are set forth in Section 04.04.03 - General Information.

ARTICLE 9 – SUBSTITUTE AND “OR-EQUAL” ITEMS

05.09.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or substitute or “or-equal” materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Owner as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Owner at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.5 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner’s decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 10 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

05.10.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Proposer, and any other Proposer so requested, shall within five days after Proposal opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Proposer to submit a substitute. If the Substitute will cause the cost of the work to increase the Owner will agree to increase the contract price by the corresponding increase.
05.10.02 If apparent Successful Proposer declines to make any such substitution, Owner may award the Contract to the next lowest Proposer that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Proposal security of any Proposer. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

ARTICLE 11 – PREPARATION OF PROPOSAL

05.11.01 The Proposal Form is included with the Proposal Documents.

A. All blanks on the Proposal Form shall be completed. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Proposal price shall be indicated for each proposal item or unit price listed therein. In the case of optional alternatives, the words “No Proposal,” “No Change,” or “Not Applicable” may be entered.

B. All names shall be printed in ink below the signatures.

C. The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.

D. Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.

E. The Proposal shall contain evidence of Proposer’s authority and qualification to do business in the state where the Project is located, or Proposer shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer’s state Contractor license number, if any, shall also be shown on the Proposal Form.

ARTICLE 12 – SUBMISSION OF PROPOSAL

05.12.01 Each Proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity shall be submitted in accordance with Section 3.03.

ARTICLE 13 – BASIS OF PROPOSAL; COMPARISON OF COSTS

05.13.01 Unit Price

1. Proposers shall submit a Proposal on a unit price basis for each item of Work listed in the Proposal Form.

2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any
column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.13.02 Lump Sum Price

1. Proposers shall provide proposal items on a lump sum price for each item of Work listed as such in the Proposal Form.

2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding lump sum price.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the lump sum prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – MODIFICATION AND WITHDRAWL OF PROPOSALS

05.14.01 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

05.14.02 Changes

The City Purchasing Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any of the following:

a) Description of services to be performed.

b) Time of performance (i.e. hours of day, days of week, etc.)

c) Place of performance of the services.

d) Correction of errors of a general administrative nature or other mistakes, the correction that does not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
05.14.03  If, within twenty-four hours after Proposals are opened, and Proposer files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal security will be returned. Thereafter, that Proposer will be disqualified from further proposal on the work to be provided under the Contract Documents.

ARTICLE 15 – OPENING OF PROPOSALS

05.15.01  Proposals will be opened, and base price will be read aloud. Other content will not be disclosed to competing Proposers and the contents will be kept confidential during negotiations. Until the negotiations are completed, only the number, identity and proposed price of the Proposers submitting Proposals will be made available to the public.

ARTICLE 16 – PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

05.16.01  All Proposals will remain subject to acceptance for one-hundred twenty (120) days after the day of the Proposal opening, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

ARTICLE 17 – AWARD OF CONTRACT

05.17.01  Owner reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, Owner reserves the right to reject the Proposal of any Proposer if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.17.02  In evaluating Proposals, Owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

05.17.03  If the Contract is to be awarded, it will be awarded to the lowest Proposer whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.

05.17.04  If the contract is to be awarded, Owner will give the Successful Proposer a Notice of Award within one-hundred twenty (120) days after the day of the Proposal opening.

05.17.05  Owner reserves the right to increase the value of the contract by adding alternatives described in the Proposal.

05.17.06  Causes for Rejection; Waiver of Irregularities; Disqualification - In any case, of ambiguity or lack of clarity in stating the prices in the bid, the Owner will use the construction most advantageous to it or reject the bid.
05.17.07 Other causes for the Owner to disqualify a bidder or reject its bid include:

a) The bid has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit bid prices.

b) The bid is incomplete or is not accompanied by an acceptable bid guaranty.

c) More than one bid is submitted by the bidder.

d) There is evidence of collusion among bidders.

e) There is evidence of unsatisfactory performance, default or litigation with an owner by the bidder under a previous contract, either with this Owner or with another owner, including work by the bidder as a subcontractor.

f) There is evidence that the bidder is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an owner under an existing contract.

g) The Owner determines that the Bidder is not responsible because there is evidence that the bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.

h) The Owner determines that the bidder has been convicted of a criminal offense committed in Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder’s qualifications or the advertised contract award date.

i) More than 50 percent of the work performed by subcontractors to the Contractor.

j) The Bidder does not meet the minimum experience qualifications established in the Statement of Bidder’s Qualifications.

05.17.09 Each bidder by submission of a bid waives any claims it has or may have against the Owner, the Engineer, its sub-consultants and their employees and any other consultants, and any trustees, officers, and employees of Owner, connected with or arising out of the bid administration, bid evaluation, recommendation for Contract award, the award of the Contract and the rejection of any bids.

ARTICLE 18 – CONTRACT SECURITY

05.18.01 The required performance and payment Bonds must be delivered to Owner not later than 10 days after Notice of Award.

ARTICLE 19 – SALES TAX

05.19.01 The Proposer shall investigate all statutory requirements for the payment of sales taxes and shall include the cost of any such payments in the Proposal prices of his proposal.
05.19.02 The Proposer’s attention is directed to Chapter 151 of the Tax Code of the State of Texas. This section provides that all items used or consumed in direct pursuance of this Contract can be purchased free of State of Owner sales tax since the project is being performed for an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas.

ARTICLE 20 – LAWS AND REGULATIONS
05.20.01 The Proposer’s attention is directed to the fact that all applicable Texas state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided will apply to the Contract throughout, and they will be deemed to be included in the Contract the same as if herein written out in full.

ARTICLE 21 – RESIDENT PROPOSERS
05.21.01 Texas provides no advantage to resident Proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee.

05.21.02 Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Proposer or the Proposer whose principal place of business is in the City of New Braunfels if that local Proposer is within five percent of the lowest proposal price received from a Proposer who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and total amount of the contract is less than $100,000. This provision does not prohibit the City of New Braunfels from rejecting all proposals.

ARTICLE 22 – GENERAL CONTRACTOR REGISTRATION
05.22.01 Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City’s website, www.nbtexas.org. In addition to topics such as permitting and fees, etc. cetera, the “Forms and Applications” hyperlink has links to the required “Contractor’s Registration Packet” and “Sub-Contractor Registration” forms. Additional information may be provided by calling the Building Division at (830) 221-4060.

ARTICLE 23 – PREVAILING WAGES
05.23.01 Proposer must comply with all requirements of the prevailing wage Statue 2258 and Davis-Bacon and Related Acts for non-Federal contracts.

05.23.02 Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades “AS APPLICABLE”.
A. Wages shall be paid in accordance with the Davis Bacon Wage Rates. [https://www.wdol.gov/dba.aspx](https://www.wdol.gov/dba.aspx)

Exhibit 2; “Prevailing Wage Schedule”

**05.23.03** Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to Owner rates and classification proposed for use, for approval, prior to performance of the Work.

**ARTICLE 24 – EMPLOYMENT REQUIREMENTS AND WAGE RATES**

**05.24.01** This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

**05.24.02** The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

**05.24.03** Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

**05.24.04** Contractor shall keep certified payrolls which will be collected and maintained by the Contractor for itself and all subcontractors and made available to the Owner as may be required upon request or for audit at completion of the job. Accurate records shall show the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owner.

**05.24.05** According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

**05.24.06** Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

**05.24.07** Pursuant to Texas Revised Civil Statutes, Article 4413(31), Contractor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five years.

**ARTICLE 25 – RELEASE OF INFORMATION**
05.25.01 Under Texas law, information relating to this Solicitation may be kept confidential until a contract has been awarded. Owner shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract award, except as otherwise required by law.

ARTICLE 26 – DISCLOSURE OF PROPRIETARY INFORMATION

05.26.01 All materials submitted to Owner become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked “proprietary” at time of submittal.

Owner will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

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<td>100 6002</td>
<td>Preparation of ROW</td>
<td>LS</td>
<td>1</td>
<td>$0</td>
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<tr>
<td>500 6001</td>
<td>Mobilization</td>
<td>LS</td>
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</tr>
<tr>
<td>104 6021</td>
<td>Removing Conc (Curb)</td>
<td>LF</td>
<td>4,515</td>
<td>$0</td>
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<tr>
<td>104 6024</td>
<td>Removing Conc (Retaining Walls)</td>
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<td>90</td>
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<td>$0</td>
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<tr>
<td>104 6036</td>
<td>Removing Conc (Sidewalk or Ramp)</td>
<td>SY</td>
<td>265</td>
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<tr>
<td>105 6011</td>
<td>Removing Stab Base and Asph Pave (2&quot;-6&quot;)</td>
<td>SY</td>
<td>13,120</td>
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<tr>
<td>110 6001</td>
<td>Excavation (Roadway - Elizabeth Ave.)</td>
<td>CY</td>
<td>1,961</td>
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<td>110 6001</td>
<td>Excavation (Roadway - Grading)</td>
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<td>132 6005</td>
<td>Embankment (Final - Elizabeth Ave.)</td>
<td>CY</td>
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<td>132 6005</td>
<td>Embankment (Final - Grading)</td>
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<td>163 6007</td>
<td>Broadcast Seed (Perm)(Urban)(Clay)</td>
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<td>168 6001</td>
<td>Vegetative Watering</td>
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**SUBTOTAL SW3P AND SITEWORK** $0
## PAVING & SIDEWALKS

<table>
<thead>
<tr>
<th>TxDOT ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>247 6041</td>
<td>FL BS (CMP IN PLC)(TYA GR1-2)(FINAL POS)(6&quot; Base - Parking Lot)</td>
<td>CY</td>
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<td>247 6041</td>
<td>FL BS (CMP IN PLC)(TYA GR1-2)(FINAL POS)(7&quot; Base - Drive)</td>
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<td>260 6001</td>
<td>FL BS (CMP IN PLC)(TYA GR1-2)(FINAL POS)(15&quot; Base - Elizabeth Ave.)</td>
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<tr>
<td>261 6001</td>
<td>Lime (Hydrated Lime (Dry))(8&quot; LTS - Parking Lot)</td>
<td>TON</td>
<td>3,116</td>
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<tr>
<td>262 6001</td>
<td>Lime (Hydrated Lime (Dry))(8&quot; LTS - Drive)</td>
<td>TON</td>
<td>933</td>
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<tr>
<td>263 6001</td>
<td>Lime (Hydrated Lime (Dry))(8&quot; LTS - Elizabeth Ave.)</td>
<td>TON</td>
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<td>$0</td>
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<tr>
<td>340 6050</td>
<td>D-GR HMA TY-D PG 70-22 (2&quot; Type &quot;D&quot; - Elizabeth Ave.)</td>
<td>TON</td>
<td>314</td>
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<tr>
<td>341 6050</td>
<td>D-GR HMA TY-D PG 70-22 (2&quot; Type &quot;D&quot; - Parking Lot)</td>
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<td>778</td>
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<td>$0</td>
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<tr>
<td>342 6050</td>
<td>D-GR HMA TY-D PG 70-22 (2.5&quot; Type &quot;D&quot; - Drive)</td>
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<td>291</td>
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<tr>
<td>343 6050</td>
<td>(3&quot; Type &quot;C&quot;/&quot;D&quot; Elizabeth Ave.)</td>
<td>TON</td>
<td>471</td>
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<tr>
<td>422 6013</td>
<td>Bridge Sidewalk</td>
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<td>423 6008</td>
<td>Retaining Wall (Cast-In-Place)</td>
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<td>529 6011</td>
<td>Conc Curb (Dowel)(6&quot; Curb - Drive and Parking Lot)</td>
<td>LF</td>
<td>2,198</td>
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<td>529 6029</td>
<td>Conc Curb &amp; Gutter (TY A)(7&quot; Curb - Elizabeth Ave.)</td>
<td>LF</td>
<td>1,917</td>
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<td>$0</td>
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<tr>
<td>530 6004</td>
<td>Driveways (6&quot; Conc)</td>
<td>SY</td>
<td>393</td>
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<tr>
<td>531 6003</td>
<td>Conc Sidewalks (6&quot;)</td>
<td>SY</td>
<td>1,747</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>531 6005</td>
<td>Curb Ramp (TY-2) Need to verify quantity without driveway slopes</td>
<td>EA</td>
<td>8</td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

**SUBTOTAL PAVING AND SIDEWALKS** $0
### TRAFFIC ITEMS

<table>
<thead>
<tr>
<th>TxDOT ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0502 6001</td>
<td>BARRICADES, SIGNS AND TRAFFIC HANDLING</td>
<td>MO</td>
<td>8</td>
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<td>666 6207</td>
<td>REF PAV MRK TY I (Y) 4&quot; (SLD THERMO)</td>
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<td>666 6182</td>
<td>REFL PAV MRK TY I (W) 24&quot;(SLD THERMO)</td>
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<td>666 6178</td>
<td>REFL PAV MRK TY I (W) 8&quot;(SLD THERMO)</td>
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<td>672 6009</td>
<td>REFL PAV MRKR TY II-(BLUE)</td>
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<td>666</td>
<td>Parking Lot Striping &amp; Pavement Markings (TY II</td>
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</tr>
<tr>
<td></td>
<td>NON REFLECTIVE</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Small Signs</td>
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<td></td>
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<tr>
<td></td>
<td>Header Curb</td>
<td>LF</td>
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<td></td>
<td>Wheel Stop</td>
<td>EA</td>
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<td></td>
<td>Galvanized Metal Plate</td>
<td>EA</td>
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<td></td>
<td>Bollards</td>
<td>EA</td>
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</table>

**SUBTOTAL TRAFFIC ITEMS $0**

### LANDSCAPING, IRRIGATION, AND LIGHTING IMPROVEMENTS

<table>
<thead>
<tr>
<th>TxDOT ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
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<th>AMOUNT</th>
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<tr>
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<td>Landscaping Improvements</td>
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<td></td>
<td>Irrigation Improvements</td>
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<td></td>
<td>$0</td>
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<tr>
<td></td>
<td>Streetlighting Improvements</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**SUBTOTAL LANDSCAPING, IRRIGATION AND LIGHTING ITEMS $0**

**PROJECT TOTAL $0**

**SIGNATURE AUTHORIZATIONS ARE ON THE FOLLOWING PAGE**
The undersigned proposer does hereby declare and stipulate that this proposal is made in good faith, and it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal documents and requirements, Addenda, the Standard Form Agreement and General Conditions, and the Contract Documents, including the Plans and Specifications pertaining to the work, all of which have been examined by the undersigned proposer. The undersigned hereby declares that he/she has visited the site or has ample opportunity to visit the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the Plans, Specifications, and Contract Documents relating to the work covered by his/her proposal, and that he/she agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for guidance of the contractor.

The undersigned further agrees that he/she will provide all necessary tools and apparatus, do all work, furnish all materials, and do everything required to carry out the work covered by this proposal, in strict accordance with the Contract Documents, and the requirements pertaining thereto, for the Total Proposal Price for each work item.

Additionally, the undersigned affirms that the Offeror is willing to sign the attached Standard Form of Agreement with the General Conditions of the Contract (Attachment A). Further, Offeror certifies that the only person or parties interested in this offer as principals are those named herein.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. 1 dated ________ Received ________

Addendum No. 2 dated ________ Received ________

Addendum No. 3 dated ________ Received ________

Offeror: _____________________________________________________________________________
(Print or type full name of your proprietorship, partnership, corporation or joint venture)

Contractor's Name: ___________________________________________________________________
WAGE RATE DETERMINATION

COUNTY NAME: COMAL

Wages are based on DOL General Decision:

TX TX20200007- HEAVY AND HIGHWAY CONSTRUCTION

- Wages shall be paid in accordance with the Davis Bacon Wage Rates.
- [https://beta.sam.gov/](https://beta.sam.gov/)

PREVAILING WAGES

Proposers must comply with all requirements of the prevailing wage Statue 2258 for non-Federal contracts and Davis-Bacon and Related Acts for federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades “AS APPLICABLE”.

A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.

[https://beta.sam.gov/](https://beta.sam.gov/)

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to owner rates and classification proposed for use, for approval, prior to performance of the Work.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor and each Subcontractor shall keep certified payrolls be collected and maintained by the Contractor for itself and all subcontractors, and made available to the Owner as may be required upon request or for audit at completion of the job.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.
"General Decision Number: TX20200007 01/03/2020

Superseded General Decision Number: TX20190007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CEMENT MASON/CONCRETE</strong>&lt;br&gt;Finisher (Paving and Structures)</td>
<td>$12.56</td>
</tr>
<tr>
<td><strong>ELECTRICIAN</strong></td>
<td>$26.35</td>
</tr>
<tr>
<td><strong>FORM BUILDER/FORM SETTER</strong>&lt;br&gt;Paving &amp; Curb</td>
<td>$12.94</td>
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<tr>
<td>Structures</td>
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<td><strong>LABORER</strong>&lt;br&gt;Asphalt Raker</td>
<td>$12.12</td>
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<tr>
<td>Flagger</td>
<td>$9.45</td>
</tr>
<tr>
<td>Laborer, Common</td>
<td>$10.50</td>
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<tr>
<td>Laborer, Utility</td>
<td>$12.27</td>
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<tr>
<td>Pipelayer</td>
<td>$12.79</td>
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<tr>
<td>Work Zone Barricade Servicer</td>
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<tr>
<td><strong>PAINTER (Structures)</strong></td>
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<tr>
<td><strong>POWER EQUIPMENT OPERATOR:</strong>&lt;br&gt;Agricultural Tractor</td>
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</tr>
<tr>
<td>Asphalt Distributor</td>
<td>$15.55</td>
</tr>
<tr>
<td>Asphalt Paving Machine</td>
<td>$14.36</td>
</tr>
<tr>
<td>Boom Truck</td>
<td>$18.36</td>
</tr>
<tr>
<td>Broom or Sweeper</td>
<td>$11.04</td>
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<tr>
<td>Concrete Pavement Finishing Machine</td>
<td>$15.48</td>
</tr>
<tr>
<td>Crane, Hydraulic 80 tons or less</td>
<td>$18.36</td>
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<tr>
<td>Crane, Lattice Boom 80 tons or less</td>
<td>$15.87</td>
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<tr>
<td>Crane, Lattice Boom over 80 tons</td>
<td>$19.38</td>
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<tr>
<td>Crawler Tractor</td>
<td>$15.67</td>
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<tr>
<td>Directional Drilling Locator</td>
<td>$11.67</td>
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<tr>
<td>Directional Drilling Operator</td>
<td>$17.24</td>
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<tr>
<td>Excavator 50,000 lbs or Less</td>
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<tr>
<td>Excavator over 50,000 lbs</td>
<td>$17.71</td>
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<tr>
<td>Foundation Drill, Truck Mounted</td>
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<tr>
<td>Front End Loader, 3 CY or Less</td>
<td>$13.04</td>
</tr>
<tr>
<td>Front End Loader, Over 3 CY</td>
<td>$13.21</td>
</tr>
<tr>
<td>Loader/Backhoe</td>
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Mechanic.....................$ 17.10
Milling Machine.............$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough........$ 14.63
Pavement Marking Machine..$ 19.17
Reclaimer/Pulverizer.........$ 12.88
Roller, Asphalt..............$ 12.78
Roller, Other................$ 10.50
Scrapper......................$ 12.27
Spreader Box................$ 14.04
Trenching Machine, Heavy...$ 18.48
Servicer....................$ 14.51
Steel Worker
   Reinforcing...............$ 14.00
   Structural..............$ 19.29

TRAFFIC SIGNAL INSTALLER
   Traffic Signal/Light Pole
   Worker....................$ 16.00

TRUCK DRIVER
   Lowboy-Float...............$ 15.66
   Off Road Hauler...........$ 11.88
   Single Axle...............$ 11.79
   Single or Tandem Axle Dump
   Truck.....................$ 11.68
   Tandem Axle Tractor w/Semi
   Trailer...................$ 12.81

WELDER........................$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of “identifiers” that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than “SU” or “UAVG” denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the “SU” identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"
QUALIFICATIONS OF PROPOSER

To demonstrate qualifications to perform the Work, each Proposer must submit written evidence of financial data, previous experience, present commitments and other such data as may be called for below. Each proposal must contain evidence of Proposer’s qualification to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

Each proposal must contain evidence of Proposer’s qualifications to perform the work described in the Contract Documents. Provide a list of similar projects as may be called for below.

The object of the request for the qualification of Proposer is neither to discourage proposals nor to make it difficult for qualified Proposer to file proposals. Nor is it intended to discourage beginning Contractors. It is intended to make it possible for Owner to obtain more exact information on financial ability, equipment, and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

The Proposer is required to submit the following information to Owner for consideration:

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company name: ____________________________________________________________

Permanent main office address:

Street __________________________ City, ST ______ ZIP ______

Tax ID No.: __________________________

DUNS No.: __________________________

1. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

2. Form of ownership: □Proprietorship □Partnership □Corporation □Other (specify)

3. When organized: __________________________

4. If a corporation, where incorporated: __________________________

5. How many years has your company been engaged in business under its present name? _________
6. Give former names of the company, with dates of operation under each name.

<table>
<thead>
<tr>
<th>Former Name</th>
<th>Date</th>
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7. General Character of work performed by your company: __________________________________________
   ____________________________________________________________________________________
   ____________________________________________________________________________________

8. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?  □ Yes  □ No

9. Is Respondent authorized and/or licensed to do business in Texas?  □ Yes  □ No
   If yes, list authorizations/licenses.
   ____________________________________________________________________________________
   ____________________________________________________________________________________

DEBARMENT/SUSPENSION INFORMATION

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?  □ Yes  □ No
   If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

SURETY INFORMATION

1. Has the Respondent ever had a bond or surety canceled or forfeited?  □ Yes  □ No
   If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Provide in this format.)
   ____________________________________________________________________________________
   ____________________________________________________________________________________

BANKRUPTCY INFORMATION

1. Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?  □ Yes  □ No
   If yes, state in an attachment, the date, court, jurisdiction, cause number amount of liabilities and amount of assets.

2. Provide a list of officers of the firm who, while in the employ of the firm or the employee of previous firms, were associated with contracts which result in lawsuits, contracts defaulted or filed for bankruptcy. (Please attach if applicable.)
LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project? □ Yes □ No
   If yes, attach the project name and location, owner and architect names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?
   A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the owner; or □ Yes □ No
   B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or □ Yes □ No
   C) Non-payment to Sub-Contractors and material suppliers? □ Yes □ No
   D) Have your or any member of your Firm or Team paid liquidated damages in the last three (3) years? □ Yes □ No

   If you answered yes to any of the above questions, provide in an attachment the project name and location, owner and architect names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors’ companies ever failed to take corrective action on items of work under warranty during the warranty period? □ Yes □ No

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? □ Yes □ No

EXPERIENCE & QUALIFICATIONS:

Prospective Respondents must show and document that they are responsible, qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed, and prospective respondents must have the capability and capacity in all respects to fully satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City of New Braunfels on any prior projects nor have any litigation with the City for any construction project.

1. How many years has your current organization been doing business as a construction general contractor? ________ years
   If less than five (5) years, please explain in an attachment your organization’s construction general contractor history.

2. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work: □ Yes □ No
3. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract. □ Yes □ No

4. Your company certifies that it is not in arrears in the payment of any obligations to the City of New Braunfels, including, without limitation, property or sales taxes, fees or utility charges. □ Yes □ No

   If no to any of the above, attach an explanation.

5. Bids shall be considered from responsible respondents with experience in general road and sidewalk construction, underground utilities as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed. The Respondent’s experience, in combination with its subcontractor’s experience, should include a minimum of three (3) projects within the last five (5) years.

   5.1 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.

   5.1.1 State total worth of work in progress and under contract: ________________

   5.2 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.

   5.2.1 State average annual amount of construction work performed during the past five years: ____________________________________________

5.3 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

5.4 Proposer shall provide the name of each subcontractor and/or supplier the Proposer will use in the performance of the contract. The proposer shall specify the work to be performed, the amount of the subcontract and the percentage of the contract the proposer will expend throughout the life of the project.

(Please note that any changes in the subcontractor and/or supplier listed below shall require additional approval prior to contract execution.)

6. Provide a list of primary sub-Contractors and Suppliers for the Work.

PROJECT SCHEDULE

Provide an estimated project schedule based on the construction specifications. Include this information as a Gantt Chart in Tab 6.

FINANCIAL

1. Please indicate the current limit of your Bonding Capacity: _____________________
2. How much work is your firm currently contracted to provide? (Provide current total amount of work in dollars from ALL sources.) __________________________________

3. List bank references, including name and title, address and phone of contact person.
________________________________________________________________________________
________________________________________________________________________________

4. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City. □ Yes □ No
If no, explain: ______________________________________________________________
__________________________________________________________________________

CONTRACTOR’S CERTIFICATIONS

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract, as defined in Paragraph 04.16.05: □ Yes □ No
A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
B. “fraudulent practice” means an intentional misrepresentation of facts made
   1. to influence the bidding process or the execution of the Contract to the detriment of Owner,
   2. to establish Bid or Contract prices at artificial non-competitive levels, or
   3. to deprive Owner of the benefits of free and open competition;
C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION
   A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company’s bid? □ Yes □ No
      1. That you are fully informed of the contents of the bid and the circumstances of its preparation;
      2. That your bid is genuine and is not a collusive or sham bid;
      3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other bidder; and
4. The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. **HOUSE BILL 89 VERIFICATION**

   A. Contractor shall verify that it’s named company, under the provisions of Subtitle F Title 10
   Government Code Chapter 2270:

   1. Does not boycott Israel currently; and
   2. Will not boycott Israel during the term of the contract the

   Pursuant to Section 2270.001, Texas Government Code:

   1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

   2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

4. **SAFETY RECORD QUESTIONNAIRE & STATEMENT OF BIDDER’S SAFETY EXPERIENCE**

   Pursuant to Section 252.0435 of the Local Government Code, the City of New Braunfels will consider the safety records of potential contractors prior to awarding bids on City contracts. The City of New Braunfels follows written definitions and criteria for accurately determining the safety record of a Bidder prior to awarding bids on City contracts. The term “Bidder” includes the firm, corporation, partnership, or other legal entity represented by the Bidder or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Bidder are:

   “Citations” include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ’S regulations for documentation of Compliance History, 30 Texas Administrative Code, Chapter 60.2 (c) (1) and (2).

   “Environmental Protection Agency” includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.
1. If the Bidder’s response to the following questions reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Bidder for serious violations of Occupational Safety & Health Administration (OSHA) regulations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.

2. If the Bidder’s response to the following questions reveals more than one (1) case in which Bidder has received a citation or for which final orders have been entered from an environmental protection agency for violations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.

3. If the Bidder’s response to the following questions reveals that the Bidder has been convicted of a criminal offense within the past ten (10) years or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily harm or death, at its discretion, the City will determine whether to disqualify the Bidder.

4. The City may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Bidder and it may consider the cumulative impact of the information generated by the Bidder’s responses in making the determination.

5. In order to consider the safety records of potential contractors prior to awarding bids on City contracts, the City requires that Bidders answer the following questions and submit them upon request:

**QUESTION ONE**
Has the Bidder or sub contractors’ companies received any Citations for violations of OSHA within the past five (5) years?

☐ Yes ☐ No

**QUESTION TWO**
Has the Bidder or sub contractors’ companies received any Citations for violations of environmental protection laws or regulations within the past five (5) years?

☐ Yes ☐ No

**QUESTION THREE**
Has the Bidder or sub contractors’ companies ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death?

☐ Yes ☐ No

If the Bidder or sub contractors’ companies has indicated “Yes” to any question above, the Bidder must provide to the City, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or offense, final disposition of violation or offense, if any, and penalty assessed.

In addition, the City will utilize the following information and, in its discretion, as additional support to make any discretionary determination of whether to disqualify a Bidder. Accordingly, Bidder must answer the following questions and provide evidence that it meets minimum OSHA construction safety standards and has a lost time injury rate that does not exceed the limits established below:
Bidding Requirements, Contract Forms and Conditions of the Contract
Qualifications of Proposer
CSP 21-007 Elizabeth Ave. Realignment Project
Exhibit 3

1. Does the Bidder have a written construction safety program? □ Yes □ No
2. Does the Bidder conduct regular construction site safety inspections? □ Yes □ No
3. Does the Bidder have an active construction safety training program? □ Yes □ No
4. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years? □ Yes □ No
   (Attach the Bidder’s OSHA 300 and 300A logs for the past five (5) years.)
5. Does the Bidder have an experience modifier rate of 1.0 or less? □ Yes □ No
   (Attach the Bidder’s NCCI workers compensation experience rating sheets for the past five (5) years.)
6. Has the Bidder had any OSHA inspections within the past six (6) Months? □ Yes □ No
   If yes, provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.

See next page for Acknowledgement.
ACKNOWLEDGEMENT

THE STATE
OF TEXAS
COUNTY OF
COMAL

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder’s full name and entity status:

Company’s Name

__________________________________________________________
Signature, Authorized Representative of Bidder

__________________________________________________________
Title
SUPPLEMENTARY CONDITIONS

These Supplemental Conditions are in addition to the requirements of the General Conditions of the Contract and are a part of the Contract Documents.

PROJECT MANUAL, SECTION 7 – SUPPLEMENTAL CONDITIONS

ARTICLE 07.01.01
Section 6 – ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

Reference Section 06.04.02.A. of the General Conditions:

In the preparation of Drawings and Specifications, Engineer or Engineer’s Consultants have relied upon:

06.04.02.A.1. The following reports of explorations and test of subsurface conditions at the site of the Work:


06.04.02.A.2. The following drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

a. Survey data as provided in the contract drawings and data files

Copies of this report that are not included with the Bid Documents may be examined or obtained from the City Engineer. These reports are not part of the Contract Documents, but the technical data contained therein upon which Contractor is entitled to rely as provided in Paragraph 4.02.A.2. of the General Conditions are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Design Engineer and Design Engineer's Consultants in the preparation of Drawings and Specifications.

ARTICLE 07.01.02
Section 6 – ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

Reference Section 06.04.05.A of the General Conditions:

Insert paragraph “B”
B. All construction staking shall be provided by the Contractor. Contractor shall locate and
Bidding Requirements, Contract Forms and Conditions of the Contract
SUPPLEMENTARY CONDITIONS
CSP 21-007 Elizabeth Ave. Realignment Project
Exhibit 4

ARTICLE 07.02.01
Section 6 – ARTICLE 5 – BONDS AND INSURANCE

Reference Section 06.05.01.A “Performance, Payment, and Other Bonds” of the General Conditions:

Replace the words “These bonds shall remain in effect until one year…” with “These bonds shall remain in effect until two years…”

ARTICLE 07.03.01
Section 6 - ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

Reference Section 06.10.05.A

Replace the first sentence of the section with the following:

“All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision and shall, at a minimum, direct the Engineer to the specific portion of the Project and its designated Owner or Owners (The City or NBU, or both) such that the Engineer may properly evaluate and recommend the appropriate assignment of responsibility, if any, for resolution of the Claim by its proper Owner.”

ARTICLE 07.04.01
Section 6 – ARTICLE 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Reference Section 06.13.07.A “Correction Period” of the General Conditions:

Replace the words “one year” with “two years”

ARTICLE 07.05.01
Section 6 – ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

Reference Section 06.14.07.A.2 of the General Conditions:

Insert paragraph “e”:

e. Contractor delivers to Owner a Full and Final Release and Affidavit of Bills Paid in the form attached hereto as Attachment No. 1, executed by Contractor.

ARTICLE 07.06.01
Section 15 – Item 1.04 – CONSTRUCTION SCHEDULE

Reference Item 1.04 C (8):
8. A Billing Schedule (tabulation of the estimated monthly billings) for the Work shall be prepared and submitted by the Contractor with the submission of the bid and with every monthly pay application. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Owner. Monthly payments for actual work completed will be made by the Owner in accordance with Article 11 of the General Conditions.

Reference Item 1.04 D:

D. The Contractor must receive approval of the Owner for the Construction Schedule and Billing Schedule prior to each monthly Application for Payment. No payment will be made until these are accepted.

ARTICLE 07.07.01
Section 27 – Project Record Documents

Reference Item 2.0 EXECUTION

Insert Paragraph B:

B. All project documents will be maintained on the City provided project management software, “Procore”. Contractor will be responsible for uploading, maintaining, and viewing all project related documentation within the software.

END OF SECTION
SUPPLEMENTARY PROVISIONS

These Supplementary Provisions are changes to, or additions to, the requirements of the Project Manual (Sections 6-29) of the Contract and are a part of the Contract Documents.

The following General Notes are added to the Project Manual:

SP – 1 TxDOT Specifications, Site Coordination, & Special Conditions

1.1 REFERENCE SPECIFICATIONS.

A. The project elements shall conform to the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted by the Texas Department of Transportation November 1, 2014 where applicable.

B. The Standard Details for this Project are included in the construction drawings. In the event a standard detail is not shown, the current version of the TxDOT Standard Details will apply for this project where applicable.

C. Where reference is made in these specifications to specifications compiled by other agencies, organizations, or departments, such reference is made for expediency and standardization from the material suppliers’ point of view, and such specifications referred to are hereby made a part of these specifications.

D. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

1.2 SPECIAL CONDITIONS

A. The Owner is expecting the Contractor to deliver a complete construction project (in accordance with the plans). Any bid containing exclusions that are in conflict with these specifications or are considered to be unreasonable by the Engineer will result in a disqualification of the bid.

B. This job may require rock excavation. Any bid excluding rock excavation will be disqualified.

C. The Contractor shall prepare a well-coordinated bid, which includes all related work between subcontractors and incorporates all coordination of work. The Contractor shall assure all subcontractors have had access to the total bid package (drawings, specs, special conditions, etc.) to assure the bid and construction is fully coordinated.

D. The Engineer's grading plan and street profiles included in the construction documents shall represent finished grades of the proposed project. The Engineer shall provide topographic digital surfaces of both existing and proposed grades. The Contractor is ultimately responsible for verifying the existing ground using whatever field surveying methods necessary. In addition, the Contractor is solely responsible for the accuracy of the earthwork quantities (embankment, excavation, material import, and material export) in the Contractor's submitted bid that are necessary to produce the finished grades.

E. It shall be the intent of the contractor to finish the project to the finished grades included in the construction documents based on the earthwork quantities set forth in the contractor’s submitted bid, and without importing additional material and without producing stockpiles of extra material. Contractor shall not stockpile any material and without producing stockpiles of extra material. Any material handling outside of the contracted amount needed to produce the finished grades for the project (including, without limitation, material importing and material exporting) shall be
deemed as non-pay items, and shall be performed by the contractor at the contractor’s sole cost and expense.

F. The project specifications and TPDES plan shall be considered part of the construction documents and Contractor shall include in their bid all compliance with these documents.

G. Contractor shall be expected to revegetate all disturbed areas in accordance with the TPDES Plan for this project. Hydromulch should be placed in a manner consistent with manufacturer’s specifications. Contractor shall irrigate all such areas until vegetation is established.

H. Hydromulch shall be Texas Native Blend or as approved by the landscape architect or Owner and will include 2” Topsoil.

1.3 SITE ARCHEOLOGY

A. Contractor shall coordinate earthwork activities with the city’s archeologist and comply with all requirements of the Texas Historical Commission (THC)

B. Contractor shall coordinate the removal of the existing improvements with the City’s Archeological Consultant who will monitor the work activities.

C. The removal of existing pavement sections shall be performed within the following timeline for monitoring. The contractor will be charged the daily monitoring rate of $800/day for removal activities beyond the following:
   1. Removal of existing improvements within the proposed roadway shall be performed within 3 days.
   2. Removal of existing pavement & improvements within the proposed parking area shall be performed within 5 days.

D. Contractor shall coordinate scheduling for additional archeological explorations within the proposed roadway and shaded portion of the proposed parking area. (See attached exhibit)
1.4 SITE COORDINATION

A. Contractor shall coordinate construction phasing, and associated traffic control, with the City of New Braunfels.
B. Contractor shall coordinate construction phasing and associated traffic control with adjacent projects including but not limited 1) completion of the Market Platz at Wurstfest, 2) The installation of an NBU wastewater line on Elizabeth near Hinmann Island Dr. 3) The installation of a cell tower & equipment at the location of one light standard in the parking lot 4) the construction of a water quality pond adjacent to the intersection of Elizabeth Ave. and Landa Park Dr.
C. Ingress/egress to the City of New Braunfels Parks Department and the business fronting Elizabeth Ave shall be provided uninterrupted at all times throughout construction.
D. No construction activities shall be allowed outside the limits of construction as indicated on the Stormwater Pollution Prevention Plan.
E. A portion of the existing Landa Park Golf Course net and associated poles will have to be relocated for the new Elizabeth Ave alignment. Contractor shall coordinate relocation of the golf net with the City of New Braunfels prior to removal.
F. Contractor shall use caution during construction adjacent to the existing Wursthalle walls and painted murals. Contractor shall protect the existing painted murals during all phases of construction.
G. Contractor shall coordinate with New Braunfels Utilities to allow for removal and relocation of overhead electric poles by New Braunfels Utilities.
H. Time is of the essence for construction of this project. Contractor to obtain field acceptances from all utility agencies and City of New Braunfels within the calendar days allowed for this project.
I. Contractor shall protect existing trees as shown on Sheet C0.40.
J. Contractor to coordinate with City of New Braunfels for relocation of existing dumpsters and sandbox.

1.4 COORDINATION WITH ADJACENT PROJECTS

A. Work activities and scheduling shall be coordinated with the adjacent projects and their defined project limits. See attached exhibit (1 Page) and executed Temporary Construction Easement (14 Pages) for the adjacent projects limits and locations.

End of Section
PUBLIC UTILITY EASEMENT

Effective Date: September 14, 2020

Grantor: THE CITY OF NEW BRAUNFELS
Robert Camarena, City Manager
550 Landa St.
New Braunfels, TX 78130

Grantee: NEW BRAUNFELS UTILITIES
An Agency of the City of New Braunfels
Attention: CEO
P.O. Box 310289
New Braunfels, TX 78131

Permanent Easement Property. Those properties described in Exhibit “A” and depicted on Exhibit “B” attached hereto, located in Comal County, Texas.

Temporary Easement Property. Those properties described in Exhibit “C” and Exhibit “D” and depicted on Exhibit “E” attached hereto, located in Comal County, Texas.

[The Permanent Easement Property and the Temporary Easement Property are collectively referred to herein as the “Easement Properties.”]

Permanent Easement Purpose. The purpose of the permanent Easement is for erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining Grantee’s wastewater lines and preventative maintenance telecommunication devices, together with all pipes, manholes and other equipment, improvements and appurtenances used in the supply, distribution, transmission, and provision of such utilities (the “Facilities”).

Temporary Easement Purpose. For Grantee’s use during the initial construction of the Facilities on, in and under the Permanent Easement Property.

[The Permanent Easement Purpose and the Temporary Easement Purpose are collectively referred to herein as the “Easement Purposes.”]

Consideration. Ten Dollars ($10.00) and other good and valuable consideration.

Grant. Grantor, for the Consideration grants, sells and conveys to Grantee (i) an easement over, under, upon and across the Permanent Easement Property for the Permanent Easement Purpose
and (ii) an easement over, upon and across the Temporary Easement Property for the Temporary Easement Purpose (together the “Easements”) and for the benefit of Grantee; to have and hold the Easements to Grantee, subject to the terms hereof. Grantor binds Grantor and Grantor’s heirs, successors and assigns to warrant and defend all and singular the Easements, rights and property interests herein conveyed to Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

Reservation from Conveyance. Subject to the limitations hereinafter provided, Grantor reserves the right to continue to use and enjoy the surface of the Easement Properties for all purposes that do not interfere with or interrupt the use or enjoyment of the Easements by Grantee for the Easement Purposes. If during the term of the Easements Grantor proposes to (i) use surfacing materials other than asphalt, caliche, or base material for parking and/or driveways or walkways over and across the Permanent Easement Property, (ii) change the level of the surface of the Easement Properties, (iii) plant trees on the Easement Properties, and/or (iv) make any other improvements to the Easement Properties, Grantor must obtain Grantee’s approval in the form of a written easement encroachment agreement prior to making such improvements.

Terms. The following terms apply to the Easements:

1. Character of Permanent Easement. The easement covering the Permanent Easement Property is exclusive for utility purposes. No other utility provider may use the Permanent Easement Property without the prior written consent of Grantee. Grantee has the right to remove from the Permanent Easement Property and land immediately adjoining thereto, all bushes, trees and parts thereof, any vegetation or other structures or improvements which are within, protrude, bisect, encroach or overhang into the Permanent Easement Property and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation and maintenance of the Facilities.

2. Character of Temporary Easement. The easement covering the Temporary Easement Property is non-exclusive. Grantor may use the Temporary Easement Property concurrently with Grantee for the duration of the temporary Easement, but subordinate to Grantee’s right of use.

3. Duration. The duration of the easement covering the Permanent Easement Property is perpetual and irrevocable. The easement covering the Temporary Easement Property will terminate on the earlier of completion of the Facilities or January 1, 2022.

4. Easement Facilities and Improvements. All matters concerning the design, construction, installation, maintenance, replacement and removal of the Facilities are at the sole discretion of Grantee and/or its assigns, subject to performance of its obligations under
this agreement, except as expressly provided herein. All Facilities or other Grantee improvements constructed within, on or under the Permanent Easement Property will be and remain the property of Grantee or its assigns. In the event Grantor places surfacing materials or other permitted improvements over and across the Permanent Easement Property or portions thereof after the Facilities are constructed and the surface restored to its pre-construction condition (the “Grantor Improvements”), Grantee and/or its assigns will use ordinary care to minimize damage to the Grantor Improvements in the event repair, replacement or maintenance of the Facilities is required. However, Grantee and/or its assigns will not be obligated to restore the Grantor Improvements to their condition prior to the time Grantee commenced work except to the extent the negligent acts or omissions of Grantee and/or its assigns caused the damage to the Grantor Improvements.

5. **Replacement Obligations.** Notwithstanding Grantee’s general right to remove trees, structures or other improvements as provided in Paragraph 1 of the terms of this Agreement, Grantee will remove only those trees, structures and improvements shown on the plans for the project prepared by Freese & Nichols (“Plans”) and will replace those structures and improvements identified for replacement on such Plans.

6. **Surface Restoration.** Grantee shall, within forty-five (45) days following any construction, repair, removal or other operations, backfill, pack and level any ditch or trench opened and fill, grade and restore the surface of the Easement Properties as near as practicable to its original condition. All contours shall be re-constructed to the way they were when entered upon and in such a manner that surface, or rainwater may pass and flow undisturbed and unimpeded as it did prior to construction. Grantee shall return at any time and from time to time, upon request by Grantor, to correct, level and restore to the original ground level, any further settlement of the soil that shall occur following the previous filling or leveling of the same.

7. **Removal of Materials.** Grantee shall remove all stakes, posts, welding rods and parts thereof, pipe coating, material, paper, rubbish, and other materials used in the construction, repair and removal of the Facilities, so as to leave the entire cleared area free of such material. Further, Grantee agrees to remove all trees and brush which are cut from the cleared Easement Properties at the time any necessary clearing is performed, so as to leave the cleared Easement Properties free of all trees, stumps, brush, and debris at all times. No debris shall be left on or adjacent to the cleared Easement Properties following construction of the Facilities. All earth excavated from the Permanent Easement Property and not replaced following construction of the Facilities must be removed from the Easement Properties.

8. **Subsurface Facilities.** Facilities will be buried below the existing surface of the Permanent Easement Property as shown on the Plans. Grantor acknowledges that a
segment of the Facilities will be aerial in nature where the spillway is crossed as shown on the Plans.

9. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to this Agreement of any breach by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent to or a waiver of any other breach and the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, regardless of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.

10. **General Provisions.**

   (a) This Agreement binds and inures to the benefit of the parties hereto and their respective successors and assigns.

   (b) This Agreement contains the complete agreement of the parties with respect to the Easement Properties and cannot be varied except by written agreement. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Agreement.

   (c) This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together with and will constitute one and the same instrument.

   (d) Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions and conditions of this Agreement and all transactions contemplated by this Agreement.

   (e) Whenever the context requires, the singular will include the plural and neuter includes the masculine or feminine gender, and vice versa. Paragraph headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

   (f) This Agreement may be amended, modified or terminated, in whole or in part, only by the written agreement of the parties hereto.
(g) In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee’s Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee’s Facilities.

GRANTOR:

THE CITY OF NEW BRAUNFELS

By: ____________________________
Robert Camarenco, City Manager

THE STATE OF Texas

COUNTY OF Comal

This instrument was acknowledged before me on September 16, 2020, by Robert Camarena, in the capacity of City Manager of The City of New Braunfels.

LINDA MENDOZA
Notary Public, State of Texas

[This space intentionally left blank. Exhibits “A”, “B”, “C”, “D” and “E” follow.]
EXHIBIT "A"

0.397 Acre
NBU Sanitary Sewer Easement
Parcel 9

State of Texas
County of Comal

Fieldnotes, for a 0.397 Acre, NBU Sanitary Sewer Easement, situated in the J. M. Veramendi Survey Number 1, Abstract Number 2, Comal County, Texas, being over and across, a 99.07 Acre tract, called Tract No. 2 in a Deed from Gage Investment Company to City of New Braunfels, Texas, as recorded in Volume 66, Page 419 of the Deed Records of Comal County, Texas and a 9.83 tract, described in a Deed from Harvey L. Richards to City of New Braunfels, as recorded in Volume 84, Page 293 of the said Deed Records, said 0.397 Acres being more fully described by metes and bounds as follows;

Commencing, at a ½ Inch Iron Rod found, for an Inner Ell corner of a 4.149 Acre tract, described in a Deed from Lower Colorado River Authority to Wurstfest Association of New Braunfels, as recorded in Document Number 201606015473 of the Official Public Records of Comal County, Texas, a Southeast corner of the said 99.07 Acre tract;

Thence, North 06°14'42" East, with the common line of the said 4.149 Acre tract and the said 99.07 Acre tract, 244.59 Feet, to the South line of the said 9.83 Acre tract, for a Northwest corner of the said 4.149 Acre tract, a Northeast corner of the said 99.07 Acre tract;

Thence, South 83°47'09" East, with the common line of the said 4.149 Acre tract and the said 9.83 Acre tract, 189.61 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for the Point of Beginning and Southwest corner of this tract;

Thence, North 08°58'49" East, departing the said Common line, 488.14 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, on the Apparent South Right-of-Way of Elizabeth Avenue, for the Northwest corner of this tract and the beginning of a Curve to the Left, having a Radius of 620.00 Feet, a Central Angle of 01°52'42" an Arc Length of 20.33 Feet and a Chord which bears, North 88°42'26" East, 20.33 Feet;

Thence, with the Arc of the said Curve to the Left, the said Apparent Right-of-Way, 20.33 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for the Northeast corner of this tract;
Thence, departing the said Apparent Right-of-Way, with the East line of this tract as follows:

- South 08°58'49" West, 150.05 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for a corner of this tract;
- South 33°43'26" East, 34.04 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for a corner of this tract;
- South 05°28'31" West, 237.69 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for a Southeast corner of this tract;
- North 81°01'11" West, 37.62 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for an Inner Ell corner of this tract;
- South 08°58'49" West, 78.49 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, on the North line of the said 4.149 Acre tract, a South line of the said 99.07 Acre tract, for the Southeast corner of this tract;

Thence, North 83°47'09" West, with the common line of the said 4.149 Acre tract, the said 99.07 Acre tract and the said 9.83 Acre tract, 20.02 Feet, to the Point of Beginning, containing 0.397 Acres (17,278 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Sketch of tract described herein.
Exhibit "B"

Symbol Legend:
- Water Valve
- Sanitary Sewer Manholes
- Sanitary Cleanout
- Point of Beginning
- Point of Commencement
- Proposed Sanitary Sewer Easement
- Temporary Construction Easement

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CURVE TABLE

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NOTES:
1. All bearings and coordinates shown herein are based upon the Texas Coordinate System, NGVD (WGS01), South-Central Zone. All distances shown herein are surface distances. Coordinates were adjusted from State Plane Grid to Surface using a Scale Adjustment Factor of 1.00014 (reciprocal of 1.0001400000166).
2. Field work on referenced project was performed by Urban Civil on December 13, 2019.
3. A legal description was written in conjunction with this exhibit survey performed in our office on June 14, 2010, project no. 1809.298. Revised February 11, 2003.
4. This sketch is prepared for New Braunfels Utility (NBU) only, for the acquisition of the subject easement, and is not intended for any other purpose or transaction.
5. This survey was prepared without the benefit of a current title report.

Fieldnotes, for a 0.395 Acre, NBU Sanitary Sewer Easement, situated in the J.M. Veramendi Survey Number 1, Abstract Number 2, Comal County, Texas, being over and across a 99.07 Acre tract, called Tract No. 2 in a Deed from Gary Investment Company to City of New Braunfels, Texas, as recorded in Volume 66, Page 419 of the Deed Records of Comal County, Texas, and a 9.83 Acre tract, described in a Deed from Harvey L. Richards to City of New Braunfels, as recorded in Volume 84, Page 293 of the said Deed Records.

Exhibit Sketch to Accompany
EXHIBIT "C"

0.534 Acre
Temporary Construction Easement
Parcel 9-Part One

State of Texas
County of Comal

Fieldnotes, for a 0.534 Acre, Temporary Construction Easement, situated in the J. M. Veramendi Survey Number 1, Abstract Number 2, Comal County, Texas, being over and across, a 9.83 tract, described in a Deed from Harvey L. Richards to City of New Braunfels, as recorded in Volume 84, Page 293 of the Deed Records of Comal County, Texas, said 0.534 Acres being more fully described by metes and bounds as follows;

Commencing, at a ½ Inch Iron Rod found, for an Inner Ell corner of a 4.149 Acre tract, described in a Deed from Lower Colorado River Authority to Wurstfest Association of New Braunfels, as recorded in Document Number 201606015473 of the Official Public Records of Comal County, Texas, a Southeast corner of a 99.07 Acre tract, called Tract No. 2 in a Deed from Gage Investment Company to City of New Braunfels, Texas, as recorded in Volume 66, Page 419 of the said Deed Records;

Thence, North 06°14'42" East, with the common line of the said 4.149 Acre tract and the said 99.07 Acre tract, 244.59 Feet, to the South line of the said 9.83 Acre tract, for a Northwest corner of the said 4.149 Acre tract, a Northeast corner of the said 99.07 Acre Tract;

Thence, South 83°47'09" East, with the common line of the said 4.149 Acre tract and the said 9.83 Acre tract, 189.61 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvi Easement” set, for the Southwest corner of a 0.397 Acre tract, surveyed the same date, the Point of Beginning and Southeast corner of this tract;

Thence, North 83°47'09" West, with the common line of the said 4.149 Acre tract, the said 99.07 Acre tract and the said 9.83 Acre tract, 367.92 Feet, to a 60D Nail set, on the Apparent Northeast Right-of-Way of Landa Park Drive, for the Southwest corner of this tract;

Thence, North 24°54'18" West, with the said Northwest Right-of-Way, 70.09 Feet, to a 60D Nail set, for the Northwest corner of this tract;

Thence, South 83°47'09" East, departing the said Northeast Right-of-Way, 407.04 Feet, to a 60D Nail set, on the West line of the said 0.397 Acre tract, for the Northeast corner of this tract;
EXHIBIT "C" CONTINUED

Thence, South 08°58'49" West, with the West line of the said 0.397 Acre tract, 60.07 Feet, to the Point of Beginning, containing 0.534 Acres (23,249 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Sketch of tract described herein.

[Signature]

Keith W. Wooley, R.P.L.S.
License No. 5463
EXHIBIT "D"

Job No. 1903.01 NB
October 14, 2019
Revised February 11, 2020

0.336 Acre
Temporary Construction Easement
Parcel 9-Part Two

State of Texas
County of Comal

Fieldnotes, for a 0.336 Acre, Temporary Construction Easement, situated in the J. M. Veramendi Survey Number 1, Abstract Number 2, Comal County, Texas, being over and across, a 9.83 tract, described in a Deed from Harvey L. Richards to City of New Braunfels, as recorded in Volume 84, Page 293 of the Deed Records of Comal County, Texas, said 0.336 Acres being more fully described by metes and bounds as follows;

Commencing, at a ½ Inch Iron Rod found, for an Inner Ell corner of a 4.149 Acre tract, described in a Deed from Lower Colorado River Authority to Wurstfest Association of New Braunfels, as recorded in Document Number 201606015473 of the Official Public Records of Comal County, Texas, a Southeast corner of a 99.07 Acre tract, called Tract No. 2 in a Deed from Gage Investment Company to City of New Braunfels, Texas, as recorded in Volume 66, Page 419 of the said Deed Records;

Thence, North 06°14'42" East, with the common line of the said 4.149 Acre tract and the said 99.07 Acre tract, 244.59 Feet, to the South line of the said 9.83 Acre tract, for a Northwest corner of the said 4.149 Acre tract, a Northeast corner of the said 99.07 Acre Tract;

Thence, South 83°47'09" East, with the common line of the said 4.149 Acre tract and the said 9.83 Acre tract, 189.61 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, for the Southwest corner of a 0.397 Acre tract, surveyed the same date;

Thence, North 08°59'49" East, departing the said Common line, with the West line of the said 0.397 Acre tract, 488.14 Feet, to a ½ Inch Iron Rod with Purple Plastic Cap stamped “Urban Cvl Easement” set, on the Apparent South Right-of-Way of Elizabeth Avenue, for the Northwest corner of the said 0.397 Acre tract;

Thence, North 06°27'56" West, 40.25 Feet, to a 60D Nail, set, on the Apparent North Right-of-Way of the said Elizabeth Avenue, for the Point of Beginning, the Southeast corner of this tract and the beginning of a Curve to the Right, having a Radius of 580.00 Feet, a Central Angle of 06°23'31" an Arc Length of 64.70 Feet and a Chord which bears, North 86°44'04" West, 64.67 Feet;
EXHIBIT "D" CONTINUED

Thence, with the Arc of the said Curve to the Right, the said North Right-of-Way, 64.70 Feet, to a 60D Nail set, for a corner of this tract;

Thence, North 83°32'19" West, continuing with the said North Right-of-Way, 171.92 Feet, to a 60D Nail set, for the Southwest corner of this tract;

Thence, departing the said Apparent Right-of-Way, with the boundary of this tract as follows:
- North 02°24'53" West, 40.36 Feet, to a 60D Nail set, for the Northwest corner of this tract;
- North 85°00'56" East, 229.90 Feet, to a 60D Nail set, for the Northeast corner of this tract;
- South 21°43'01" East, 13.92 Feet, to a 60D Nail set, for a corner of this tract;
- South 03°52'09" West, 62.67 Feet, to a 60D Nail set, for a corner of this tract;
- South 42°14'32" East, 10.63 Feet, to the Point of Beginning, containing 0.336 Acres (14,621 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Sketch of tract described herein.

URBAN CIVIL

Keith W. Wooley, R.P.L.S.
License No. 5463
**Exhibit "E"**

**Temporary Construction Easement 9**
**Part Two**
**0.336 Acres**
**(14,621 SQ.FT.)**

**Symbol Legend:**
- **G** Grate Inlet
- **W** Water Meter
- **R** Water Valve
- **V** Sanitary Sewer Valve
- **S** Sanitary Sewer Pipe
- **P.O.B.** Point of Beginning
- **P.O.C.** Point of Completion
- **P.S.** Proposed Sanitary Sewer Easement
- **C** Temporary Construction Easement
- **L** Lighting Post
- **N** Trash Receptacle/Can
- **A** Anchor Guy Wire
- **X** Electric Meter
- **J** Junction Box
- **O** Power Pole
- **F** Flood Plain
- **T** 1/2 Inch Iron Rod Set with Purple Plastic Cap URBAN DL. EASEMENT
- **G** 1/2 Inch Iron Rod Set with Purple Plastic Cap URBAN DL. EASEMENT
- **H** 1/2 Inch Iron Rod Found with Yellow Plastic Cap "L"O"K
- **B** Bedrock
- **R** 1/2 Inch Iron Rod Set with Purple Plastic Cap URBAN DL. EASEMENT

**Line Table**

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**City of New Braunfels**

"Old Mill Tract"

9.83 Acres

**Tract No. 2**

**Tract No. 2**

**D.R.C.C.T.**

**Temporary Construction Easement 9**
**Part One**
**0.534 Acres**
**(23,249 SQ.FT.)**

**City of New Braunfels**

"Landa Park"

99.07 Acres

**Tract No. 2**

**D.R.C.C.T.**

**P.O.B.**

**VOL. 66, PG. 419**

**D.R.C.C.T.**

**P.O.B.**

**VOL. 66, PG. 419**

**D.R.C.C.T.**

**NOTES:**

1. All bearings and coordinates shown herein are based upon the Texas Coordinate System, NA2008 (D.A. 2011). South-Central zone. All distances shown herein are surface distances. Coordinates were adjusted from state plane grid to surface using a scaled adjustment factor of 1.00014. (Reciprocal of 1.00004 = 0.999880010198)

2. Field work on referenced project was performed by Urban Civil on December 12-13, 2018.

3. A legal description was written in connection with this survey exhibit prepared in our office on June 14, 2019. Project No. 1903.01.NB. Revised February 11, 2020.

4. This sketch is prepared for New Braunfels Utility (NBU) only, for the acquisition of the subject easement and is not intended for any other purpose or transaction.

5. This survey was prepared without the benefit of a current Title Report.

**Exhibit Sketch to Accompany**

Part One - 0.534 Acre
Part Two - 0.330 Acre

Temporary Construction Easement, situated in the J. M. Veramendi Survey Number 1, Abstract Number 2, Comal County, Texas, being over and across, a 4.149 Acre Tract, described in a Deed from Lower Colorado River Authority to Wurstfest Association of New Braunfels, as recorded in Document Number 201106915478 of the Official Public Records of Comal County, Texas.

**Urban Civil**

190 South Seguin Avenue, New Braunfels, Texas 78130

Phone (830) 609-3812 Fax (830) 629-2204

SBF 17235 TBFLS Firm #10009600

Drawn By: M.H.
Date: April 2019

Checked By: K.W.W.
Job No: 1903.01.NB

Sheet 1 of 1
This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.