# REQUEST FOR QUOTES (#Q16-005)

# CITY OF LEANDER 1916 HONEYBEE LANE FENCE PROJECT

# DUE 01/29/2016

## PART I - GENERAL

1. **PURPOSE**: The City of Leander, herein after "City", seeks to establish a contract with a qualified person, firm or corporation, herein after "Respondent", to provide full, turnkey services inclusive of necessary equipment and labor to install two fences at 1916 Honeybee Lane, Leander Texas

2. **SCOPE OF WORK**: The project includes removal of existing fences, installation of approximately sixty-nine (69) linear feet of six-feet high cedar post fence, sixty-four linear (64) feet of six-feet high wooden privacy fence and associated minor modifications to an existing composite deck and garden bed.

3. **BUDGET FOR THE SCOPE OF WORK IS $18,500.**

4. **DEFINITIONS, TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting http://www.leandertx.gov/finance/page/purchasing.

   4.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the response document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

5. **ATTACHMENTS**: Attachments A through J are herein made a part of this solicitation:

   5.1. Attachment A: Reference Sheet

   5.2. Attachment B: Conflict of Interest Questionnaire (CIQ)

   5.3. Attachment C: Quote Form

   5.4. Attachment D: Fence Plan

   5.5. Attachment E: Fence Details and Specifications

   5.6. Attachment F: Insurance Requirements

   5.7. Attachment G: Sight Visibility Easement Exhibit

   5.8. Attachment H: Letter Agreement and Right-of-Entry

   5.9. Attachment I: Fence Stain Specification

   5.10. Attachment J: Contract

6. **CLARIFICATION**: For questions or clarifications of the plans or specifications, you may contact:

   **Patrick A. Womack, P.E.**

**Public Works Director**
**City of Leander**
**Telephone: 512-528-2783, pwomack@leandertx.gov**

The individual listed above may be contacted by telephone, email, or visited for clarification of the plans and specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City through the Purchasing Department.

7. **QUOTE SUBMITTAL**: Quotes can be sent via e-mail to the City's Purchasing Agent by e-mail or hard copy:

Joy Simonton, Purchasing Agent
jsimonton@leandertx.gov
200 W. Willis Street
Leander, TX 78641
Or
PO Box 319
Leander, TX 78646

8. **REQUIREMENTS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:

8.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.

8.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

8.3. Identify any subcontractors to be used for this project. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

9. **AGREEMENT TERM AND CANCELLATION**: The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.

9.1. At a minimum, the following documents will be incorporated into the agreement:

9.1.1. Solicitation document, attachments and exhibits;

9.1.2. Solicitation addendums, if applicable;

9.1.3. City's Definitions, Terms and Conditions;

9.1.4. Successful Respondent's response documents.

9.2. The initial term of the resulting agreement shall be substantial completion of the project thirty (30) days and final completion forty-five (45) days from the notice to proceed. The agreement may be extended, provided both parties agree in writing prior to the expiration of the current term.

9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have seven (7) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the seven (7) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

9.4. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

10. **PRICE INCREASE OR DECREASE**: A price increase shall not be permitted, without prior approval by the City.

11. **BUDGET AND QUANTITY:** The quantities shown on the Bid Form are estimates only.

12. **AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split award, non-award, use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon approval by the Public Works Director and an executed agreement. Award announcement will appear on the City's website at **http://www.leandertx.gov/finance/page/purchasing.**

    12.1. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.

        12.1.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

        Christopher Fielder, Mayor
        Andrea Navarrette, Council Member Place 1
        Michelle Stephenson, Council Member Place 2
        Shanan Shepherd, Council Member, Place 3
        Ron Abruzzese, Council Member Place 4
        Jeff Seiler, Council Member Place 5
        Troy Hill, Council Member Place 6
        Kent Cagle, City Manager
        Tom Yantis, Assistant City Manager
        Joy Simonton, Purchasing Agent
        Paige Saenz, City Attorney
        Patrick Womack, Director of Public Works
        Michael Riley, Streets Supervisor
        Albert Wininger, Public Works Superintendent

        12.1.2. A completed CIQ Form, herein Attachment B, is required with each response.

13. **ACCEPTANCE**: Acceptance inspection should not take more than ten (10) working days after performance of Services. The vendor will be notified within this time frame if the goods delivered or services performed are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

14. **DAMAGE:** The successful Respondent shall be responsible for damage to all City, State, Federal or private equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

15. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

## PART II- SCHEDULE

1. It is the City's intention to comply with the following solicitation timeline: Quotes are due by **4:00 PM January 29, 2016**

## PART III - SPECIFICATIONS

1. **SCOPE OF WORK**: The scope of work is as described above in Part I, paragraph 2 and in accordance with the attached Plan, Details and Specifications (Attachments D & E).

2. **SERVICE REQUIREMENTS**: The successful Respondent shall:

   2.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Project specified herein;

   2.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;

   2.3. Have an on-site supervisor at the site any time work is performed;

   2.4. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City;

   2.5. Perform on a schedule defined by the City to the specifications defined herein;

   2.6. Perform in a professional workmanlike manner;

   2.7. Submit invoice along with all supporting documentation specified herein.

3. **CITY RESPONSIBILITY**: The City shall:

   3.1. Appoint a designated City representative;

   3.2. Monitor and inspect the ground maintenance at designated sites;

   3.3. Coordinate all work and scheduling with the successful Respondent.

4. **EQUIPMENT**: Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period. The following equipment requirements shall apply:

   4.1. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals;

   4.2. Equipment may be stored on Project Areas overnight, outside of the rights-of-way.

5. **SCHEDULING**: The Project shall be substantially completed 30 calendar days from the Notice to Proceed not to exceed complete installation by April 1, 2016.

   5.1. Work shall be performed Monday through Saturday between the hours of 7:00 AM and 7:00 PM;

6. **PROJECT AREA PREPARATION:** Prior to installation, the contractor must

   6.1. Call 1-800-DIG-TESS to locate and mark underground utilities at least 48 hours prior to beginning work.

   6.2. Call the Leander Public Works Department 512-259-2640 to locate and mark underground water and wastewater utilities at least 48 hours prior to beginning work.

   6.3. Photographically document preconstruction conditions.

   6.4. Remove existing fences, deck corner and garden-bed border.

7. **DAMAGE:** Damage caused to City, State, Federal or private property as a result of performance of Services shall be remedied at the expense of the successful Respondent.

   7.1. The successful Respondent shall inspect all areas, structures and utilities for any existing damage prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented to the City prior to beginning any Services. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of fences, structures and utilities shall be at the expense of the successful Respondent.

   7.2. Successful Respondent shall, at his own expense, carefully protect all trees, structures and utilities within Project Areas so that there shall be no damage or utility service loss.

   7.3. The City shall be notified immediately of any damage.

   7.4. The successful Respondent shall be responsible for all claims of car or windshield damage as result of performing Services.

   7.5. The successful Respondent shall designate a contact person for damage claims.

8. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.

   8.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.

   8.2. Each work crew shall have a designated, English-speaking or bi-lingual Supervisor attending the work site with the authority to direct Service and respond to crew inquiries about Service details or priorities.

9. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:

   9.1. Successful respondent's crew shall wear and display proper warning devices (safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt) or shorts or the improper use of safety clothing and devices.

   9.2. Crew shall wear protective eye and ear wear.

10. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful Respondent clearly displayed on each side of the vehicle.

    10.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations.

11. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, and fax machine.

    11.1. The successful Respondent shall respond to communication requests from the City within three (3) hours during the normal working hours of 7:00 a.m. to 4:00 p.m.

    11.2. The successful Respondent shall make contact with the City, at a time mutually agreed upon by the City and the successful Respondent. This contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas to be inspected for approval, and Work Authorizations that need to be signed. **Failure to contact**

**the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.**

12. **WORK AUTHORIZATION, INSPECTION OF WORK AND WORK RECORD SUMMARY:**

    12.1. A Work Authorization or Notice to Proceed shall be issued from the City as notification to begin Services in the designated Project Areas.

13. **WARRANTY:** The successful respondent shall warrant all work for a period of one (1) year from material defects and workmanship.

    13.1. Any defects or defective materials shall be repaired or replaced at no cost to the City or the property owner within thirty (30) days of notice from the City.

    13.2. The one (1) year time period shall begin from the date of final completion of the project.

## PART IV – RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

**Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.**

**For your bid to be responsive, all required attachments identified below shall be submitted with your proposal.** The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Quote Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other that the City's Solicitation Document may result in disqualification of the response.

   1.1. In the event of errors in extension pricing, unit prices shall govern.

2. Attachment A: Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) Municipal and Government agencies or firms of comparable size that have utilized similar services within the last two (2) years.

3. Attachment B: Conflict of Interest Questionnaire (CIQ)

## PART V – ETHICS AND DISCLOSURE

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

   **1.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS**: The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link: http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

**Sec. 9.05.007 Persons doing business with the city**

(a) Persons seeking discretionary contracts.

(1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in Sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

(2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

(1) An employee or officer of the city that advises or makes presentations to the board or city body; or

(2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

**Sec. 9.05.009(f)** Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

**ATTACHMENT A**

**RESPONDENT'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** _____

**RESPONDENT'S NAME:** _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   **E-Mail Address** _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

2. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   **E-Mail Address** _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

3. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   **E-Mail Address** _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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ATTACHMENT C – QUOTE FORM

## ARTICLE 1 – RECIPIENT

1.01 This Quote is submitted to:

*Joy Simonton, Purchasing Agent*
*jsimonton@leandertx.gov*
*200 West Willis Street*
*Leander, Texas 78641*
*Or*
*PO Box 319*
*Leander, Texas 78646*

1.02 The undersigned Bidder, or person submitting the quote, proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quote Documents to perform all Work as specified or indicated in the Documents for the prices and within the times indicated herein and in accordance with the other terms and conditions of the Quote Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating

to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified as containing reliable "technical data." Note: Record Drawings of recent Municipal Drive Improvement will be given to the Contractor with the Notice of Award.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quote Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quote Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has given the City's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by City's representative is acceptable to Bidder.

1. The Quote Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid or quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "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

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quote process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Quote:**

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|
| 1 | Remove existing fence including posts and footings. Stack fence panels for reuse by homeowner. | LS | 1 | | |
| 2 | Install 6' High Cedar Post Fence, complete in place | LF | 69 | | |
| 3 | Install 6' High mortared Rock Column, complete in place. | EA | 3 | | |
| 4 | Install 6' High Wood Fence, including 4 feet wide gate, with 1.24"Thick x 8" Wide x 6' High Western Red Cedar Boards, incl. Olympic Max. Stain+Sealant Redwood Natural tone color, complete in place. (Match existing fence board dimensions, wood type, and stain.) | LF | 64 | | |
| 5 | Rebuild end of existing composite deck, reinstall speaker wire | LS | 1 | | |
| 6 | Rebuild existing garden bed and border. | LS | 1 | | |
| 7 | Remove existing wood structure in southwest corner. | LS | 1 | | |
| 8 | Install St. Augustine sod outside of existing fence. Revegetate areas with sod to match existing yard. | SF | 1,200 | | |
| 9 | Resod disturbed areas in backyard with Tiff Bermuda Grass to match existing grass | SF | 600 | | |
| | | | **Total:** | $ | |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Part III, Paragraph 5.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Addendums (if any),

B. Complete responses to required information.

C. Entire Bid with all blanks billed in completely.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

ATTACHMENT C – QUOTE FORM

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in *[State where Project is located]* is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____

ATTACHMENT C – QUOTE FORM

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

## ATTACHMENT F

## INSURANCE REQUIREMENTS

1. Required Insurance Coverage: The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or Subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to the coverage required to be provided by Contractor or to any claim made against the Contractor or any Subcontractor or any suppliers of the Contractor. Further, the Contractor shall include all Subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, which shall be incorporated herein by reference as part of this Agreement, and approved by the City before work commences.

2. Standard Insurance Policies Required:
    a) Commercial General Liability Policy
    b) Business Automobile Liability Policy
    c) Excess/Umbrella Liability Policy
    d) Workers' Compensation Policy

3. General Requirements Applicable to All Policies
    a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
    b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    c) "Claims Made" policies will not be accepted.
    d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
    e) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
    f) The City of Leander, Texas, it officials, employees, and volunteers, are to be added as "Additional Insured" to the General and Business Automobile Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

4. Commercial General Liability
    a) General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
    b) Minimum of $1,000,000.00 per occurrence for bodily injury and property damage; $2,000,000.00 aggregate.
    c) Coverage shall be at least as broad as Insurance Service's Office Number CG 0001.

d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
e) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

5. Business Automobile Liability
   a) Business Automobile Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
   b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.
   c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in item 2 of the declaration page.
   d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

6. Umbrella/Excess Liability
   a) In addition to all other liability insurance coverage required to be provided by the Contractor pursuant to this Section 27, the Contractor shall provide an umbrella/excess liability policy. The coverage limit minimum shall not be less than $1,000,000.00.
7. Workers' Compensation Insurance
   a) Pursuant to the requirements set forth in *Title 28, section 110.110, Texas Administrative Code,* all employees of the Contractor, all employees of any and all Subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance police; either by directly through their employer's policy (the Contractor or Subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a Subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and Subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the Subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
   b) The workers' compensation insurance shall include the following terms:
      (i) Employer's liability limit of $1,000,000.00 for each accident is required.
      (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04", shall be included in this police
      (iii) Texas must appear in Item 3A of the Worker' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

   c) The following shall be a requirement of this Agreement and, pursuant to the explicit terms of *Title 28, Section 110.110(c)(7),-Texas Administrative Code,* the bid specifications, and this Agreement, all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

**Definitions**

A. Certificates of Coverage ("Certificate") – A copy of a Certificate of Insurance, a Certificate of Authority to Self-Insure issued by the Texas Workers' Compensation Commission, or a Coverage Agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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

E The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.

1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period

shown on the current certificate of coverage ends during the duration of the project.

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

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

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

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

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

2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

3) provide the Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4) obtain from each other person with whom it contracts, and provide to the Contractor:
   a) a certificate of coverage, prior to the other person beginning work on the project , and
   b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g) with the certificates of coverage to be provided to the person for whom they are providing services

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

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

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

11.8.1 The company is licensed and admitted to do business in the State of Texas.

11.8.2 The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

11.8.3 All endorsements and insurance coverage are provided according to requirements and instructions contained herein.

11.8.4 The form of the notice of cancellation, termination, or change in coverage provisions to the City of Leander.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

ATTACHMENT G

**EXHIBIT "A"**

**Sight Visibility Easement**

METES AND BOUNDS DESCRIPTION OF A
0.022 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK A, OF
THE WOODS AT CRYSTAL FALLS, SECTION ONE,
LOCATED IN WILLIAMSON COUNTY, TEXAS

BEING A 0.022 ACRE (943 SQUARE FOOT) TRACT OF LAND SITUATED IN THE S. J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS; SAID 0.022 ACRE TRACT BEING A PART OF LOT 1, BLOCK A, THE WOODS AT CRYSTAL FALLS, SECTION ONE, FILED ON DECEMBER 27, 1993, AND RECORDED IN CABINET K, SLIDES 361-362, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.) AND CORRECTED IN VOLUME 2731, PAGE 851, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.); SAID LOT 1 BEING THE SAME TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO MICHAEL OLIVIER, FILED ON AUGUST 26, 1998, AND RECORDED IN DOCUMENT NO. 1998051829, O.R.W.C.T.; SAID 0.022 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found marking the southeast corner of said Lot 1, Block A, The Woods at Crystal Falls, Section One, same being the southwest corner of Lot 8, Block G, The Boulders at Crystal Falls, Phase III, filed on October 20, 2003, and recorded in Cabinet Y, Slides 53-55, P.R.W.C.T., said point also being on the existing northerly right-of-way (R.O.W.) line of Crystal Falls Parkway (having a 100 foot width) and being the southeast corner of the herein described tract;

**THENCE**, with the common southerly line of said Lot 1, Block A and the northerly R.O.W. line of said Crystal Falls Parkway, by course 1 as follows:

1) In a **Southwesterly** direction, with a curve to the right, having a delta angle of **04° 43' 51"**, a radius of **952.31 feet**, an arc length of **78.63 feet**, and a chord bearing and distance of **South 51° 03' 49" West – 78.61 feet** to a calculated point for a point of compound curvature and being the southwest corner of the herein described tract;

**THENCE**, continuing with the southerly line of said Lot 1, Block A, and with a curving corner clip marking the intersection of the northerly R.O.W. line of said Crystal Falls Parkway and the easterly R.O.W. line of Honeybee Lane (having a 50 foot width), by course 2 as follows:

2) In a **Northwesterly** direction, with a curve to the right, having a delta angle of **53° 45' 14"**, a radius of **25.00 feet**, an arc length of **23.45 feet**, and a chord

bearing and distance of **South 80° 17' 52" West – 22.60 feet** to a calculated point for the northwest corner of the herein described tract, and from which a 1/2-inch iron rod found marking the common northwest corner of said Lot 1, Block A, and the southwest corner of Lot 2 of said Block A bears North 28° 02' 01" West, at distance of 137.11 feet;

**THENCE**, in a **Northeasterly** direction, through the interior of said Lot 1, Block A, with a curve to the left, having a delta angle of **06° 11' 23"**, a radius of **942.31 feet**, an arc length of **101.80 feet**, and a chord bearing and distance of **North 51° 33' 37" East – 101.75 feet** to a calculated point on the common easterly line of said Lot 1, Block A and the westerly line of Lot 8 of said Block G, The Boulders at Crystal Falls, Phase III, and being the northeast corner of the herein described tract;

**THENCE, South 20° 22' 27" East**, with the common easterly line of said Lot 1, Block A and the westerly line of said Lot 8, Block G, a distance of **10.71 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.022 acre (943 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group in October of 2015.

**Basis of Bearings:** Bearings are based on the plat of The Woods at Crystal Falls, Section One, as recorded in Cabinet K, Slides 361-362, Plat Records, Williamson County, Texas.

An easement exhibit drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that the above description and exhibit drawing A-4861 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group,
A CP&Y, Inc. Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701

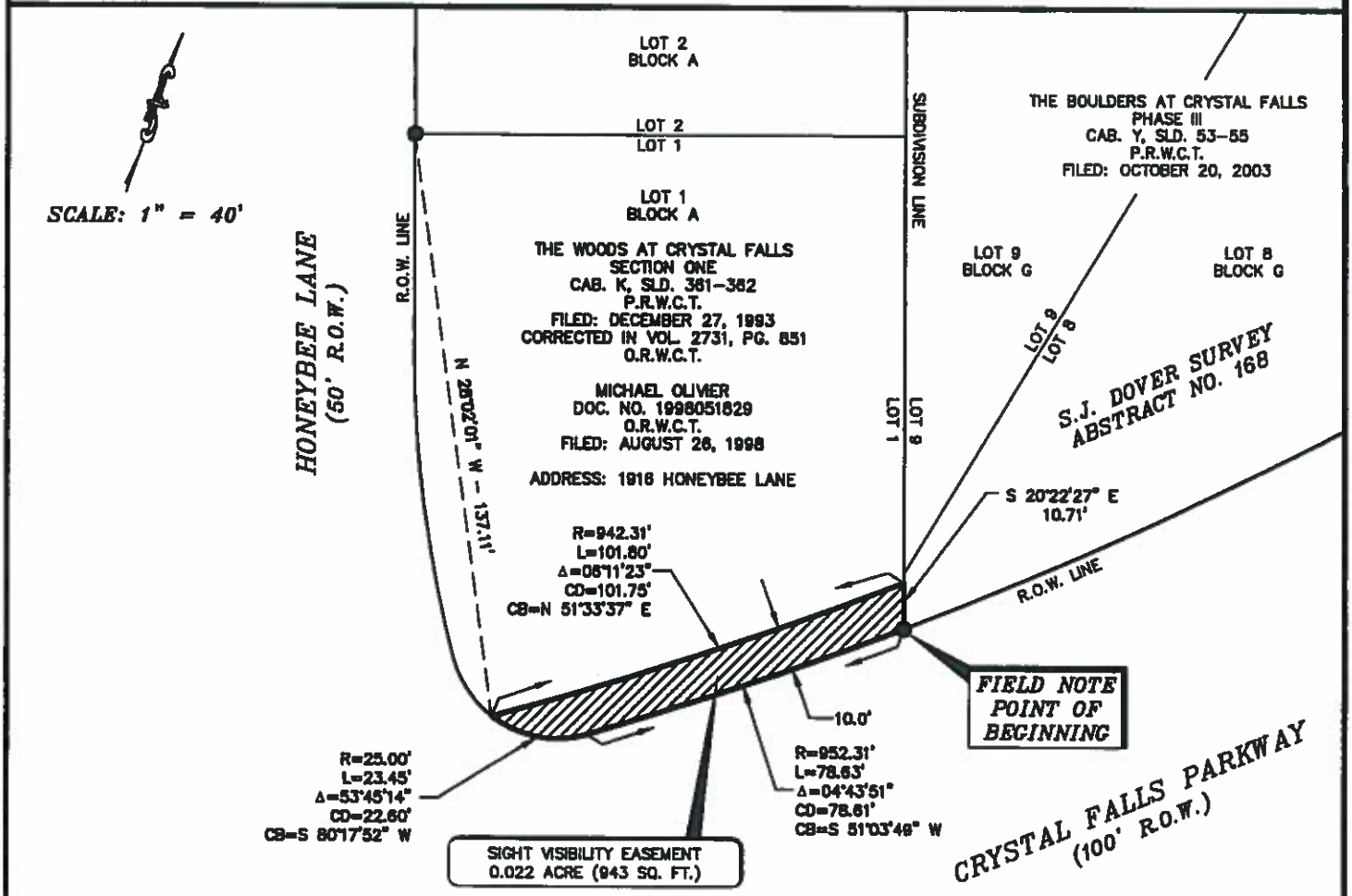
See attached Plat No. A-4861
23830-FN01.doc

10-08-2015
Date

# EXHIBIT "A"

## (SIGHT VISIBILITY EASEMENT )

## DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.022 ACRE (943 SQ. FT.) TRACT OF LAND LOCATED IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO MICHAEL OLIVIER AS RECORDED IN DOC. NO. 1998051829, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS




GENERAL NOTES:

1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
5.) BEARINGS ARE BASED ON THE PLAT OF THE WOODS AT CRYSTAL FALLS, SECTION ONE, AS RECORDED IN CABINET K, SLIDES 361-362, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

**LEGEND**

● = FOUND 1/2" IRON ROD
P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY


THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY
WACO KILLEEN DALLAS ROUND ROCK
TBPLS 10051701 | 1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065 | TBPE F-54


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 8TH DAY OF OCTOBER, 2015.

SURVEYED: 09-22-2015

DANIEL M. FLAHERTY, R.P.L.S. NO. 5004

STATE OF TEXAS
REGISTERED
DANIEL M. FLAHERTY
5004
PROFESSIONAL
LAND SURVEYOR

3 OF 3

SCALE 0 40 80

PLAT NO. A-4861 DRAFT DATE 10-08-2015 DRAWN BY RDB
WORK ORDER NO. 23830 FIELDBOOK/PG. 219/33 TAB # A-4861
DIGITAL FILE 23830R-ESMT F/N # 23830-FN01

© 2015 ALL RIGHTS RESERVED

G:\PROJECTS\23830R - Leander Visability Easement\DWG\SURVEY\23830R-SURVEY.dwg 10/08/2015 - 2:16pm

ATTACHMENT H

# City of Leander, Texas

**LETTER AGREEMENT AND RIGHT OF ENTRY**
**FOR SIGHT VISIBILITY EASEMENT**

Mr. Michael Olivier
1916 Honeybee Lane
Leander, Texas 78641

September 11, 2015

Michael,

As requested and discussed previously, this letter formalizes the scope of the work to improve visibility at the intersection of Crystal Falls Parkway and Honeybee Lane, specifically on the northeast corner, on your property, 1916 Honeybee Lane, Leander, Williamson County, Texas (the "Property"). The City of Leander, Texas (the "City") is seeking to increase the line of sight for traffic turning onto Crystal Falls Parkway from Honeybee Lane. By this correspondence, the City is requesting you convey to the City a visibility easement for the benefit of the public and grant permission for the City and its authorized agents and contractors to enter your Property for the limited purposes detailed herein.

By signature below, you, Michael Olivier, agree that in consideration of $10.00 paid by the City and other good and valuable consideration promised and stated herein, the receipt and sufficiency of which is hereby acknowledged, that the City, its agents, contractors and assigns, shall have a limited right of entry onto the Property for the purposes stated below and as further consideration, shall convey to the City a sight visibility easement (the "Easement"), in a form substantially similar to that enclosed herein.

In order to complete the improvements, the City will need to access your Property to conduct the following actions:

1. Removal of the existing 6 feet high privacy fence adjacent to Crystal Falls Parkway and any trees, shrubs or vegetation necessary to maintain a clear, unobstructed view. No trees, if any, shall be removed without prior consent.

2. Installation of a new "stockade" type fence at no expense to you. The City will hire a contractor to install a new fence that matches the attached pictures and detail. The fence will be approximately 70 feet long and nearly identical to the one recently built nearby at the elevated water tank site on Wigwam Drive, except it will be 6 feet instead of 8 feet high. This new fence will be located approximately 10-12 feet further from Crystal Falls Parkway to allow better visibility for vehicles turning onto Crystal Falls Parkway from Honeybee Lane. The contractor will also shorten your deck that is close to the existing fence to make room for the new fence. The new fence will be an extension of the existing stockade fence behind your lot and will generally follow the same alignment on your Property. As discussed, the City will also pay the contractor to replace approximately 60 feet of your right front privacy fence to match the fence on the left front side of your house.

3. The City will hire a licensed surveyor who will need access onto your Property to prepare a visibility easement document (the "Easement"). The Easement will

restrict the placement of any plants, trees or other objects within the Easement area that could adversely affect visibility at the intersection of Crystal Fall Parkway and Honeybee Lane. The Easement document will be filed in the Williamson County property records. A copy of the survey proposal to prepare the Easement is enclosed as well as a draft of the Easement. Once the survey is complete, a metes and bounds description and sketch will be incorporated into the Easement document and a final version will be presented to you for your review and execution. In order to maintain the intersection improvement project schedule, please deliver to the City an executed Easement within 7 days of receipt.

4. Other reasonable and necessary actions required to complete the intersection improvements.

The City anticipates completing the intersection visibility improvements within 60-90 days of receipt of the executed Easement. I believe this Letter Agreement accurately reflects our prior communications and project plans. If you would like to discuss any aspects further, please do not hesitate to contact me.

Sincerely,

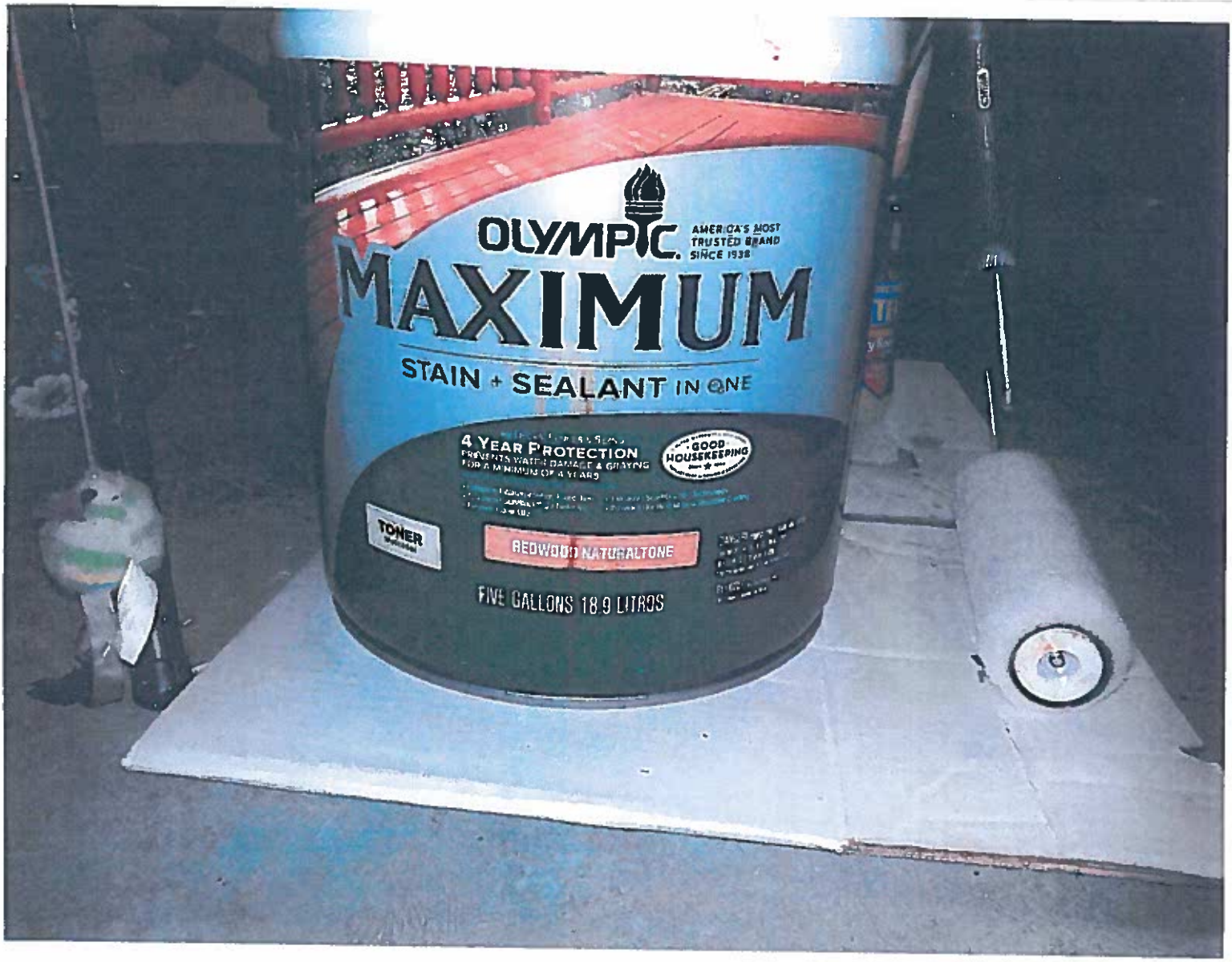
Pat
Patrick A. Womack, P.E.
Public Works Director
City of Leander

Attachments:
Fence Detail
Fence Pictures
Visibility Easement

By: _____
Name: Michael Olivier
Date: 9/18/2015

By: _____
Name: Kent Cagle, City Manager
Date: 9/11/15

ATTACHMENT I



ATTACHMENT J

**CONTRACT FOR**

**1916 Honeybee Lane Fence Project (#Q16-005)**

This Contract for Construction Services (the "Contract") is made and entered into this ___ day of _____, 2016 by and between the **City of Leander**, Williamson County, Texas (here after referred to as the "City") and _____(hereinafter referred to as "Contractor"). The City and the Contractor are referred to collectively as the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained the Parties hereto agree as follows:

**Section 1. CONTRACTOR DUTIES:**

A. The Contractor shall provide the necessary labor, materials, insurance, and supervision to perform and complete the following project in accordance with all applicable plans and specifications and the bid proposal attached hereto as Exhibit "A", at 1916 Honeybee Lane, Leander Texas 78646 (the "Project site"):

**City of Leander – 1916 Honeybee Lane Fence Project** (the "Project").

B. The Contractor shall further:

1) Maintain the Project site in a clean and safe condition; and
2) Comply with all applicable local, state, and federal regulations in the performance of this Contract.

**Section 2. FEE.** A fee of _____ shall constitute full payment for the Project

**Section 3. PAYMENT.** Payments to the Contractor for the Project shall be made as provided in this Section.

A. 25% of the total fee shall be due upon initiation of construction. 50% shall be due at substantial completion, and the remaining 25% shall be due upon completion of the project, final inspection, and acceptance by owner. The Contractor shall include the contractor's affidavit verifying that all subcontractors have been paid for services rendered as of the date of the application for final payment.

B. After the final payment request has been submitted, the City shall inspect the work for acceptance and compliance with this Contract. The Project must pass inspection by the City before the payment request will be approved. All work which has been rejected by the City shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense.

C. The City may, on account of subsequently discovered evidence withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following:

1) Defective work.
2) Claims filed or reasonable evidence indicating probable filing of claims.
3) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
4) Claims filed or reasonable evidence indicating damage to another by the Contractor.
5) Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
6) Claims filed or reasonable evidence indicating unremedied damage to property owned by the City.
7) City's determination of an amount of liquidated damages.
8) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
9) Other amounts authorized under this Contract.

**Section 4. COMMENCEMENT OF WORK, COMPLETION OF WORK AND TERMINATION OF CONTRACT.**

A. The Project shall commence on_____, 2016 with substantial completion 30 calendar days and final completion 45 calendar days from the Notice to Proceed, in accordance with Paragraph 9.2 of the Request for Quote Documents (Attachment A).

B. If the Contractor fails to perform or to complete the Project in a reasonable amount of time, the City may hire another company to complete the work and deduct the fee paid to the replacement company from the fee due to Contractor under this contract.

C. This Contract may be terminated for cause in the event that either Party materially breaches the terms of this Contract. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) working days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following: a. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; b. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; c. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or d. The Contractor shall fail to remedy any default within fifteen (15) working days after written notice thereof from the City, or if such default cannot be remedied within that time the Contractor fails to commence cure and to pursue and

obtain cure in a prompt and timely fashion, as the City Manager shall direct; or e. If the Contractor shall after notice fail to comply with the requirements of this Agreement on a continuing or repeated basis for any reason.

D. This Contract may be terminated by the City for convenience with 30 days written notice to the Contractor.

**Section 5. WARRANTY.** The Contractor warrants that for a period of one (1) year following final completion, all work and materials will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin and complete the corrective work at Contractor's expense. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

**Section 6. INSURANCE.** Contractor shall at all times during this Contract maintain in full force and effect Workmen's Compensation coverage and a minimum of $1,000,000 in comprehensive liability insurance for damages and personal injury. Before commencement of work hereunder, the Contractor agrees to furnish to the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

**Section 7. BOND PROVISIONS; PERFORMANCE AND PAYMENT BONDS. Not required.** ~~Pursuant to *Section 2253.021, Texas Government Code*, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. If the Contract Amount is below those amounts, the City may require payment and/or performance bonds for this Project. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed and provided in accordance with all requirements of *Article 7.19-1, Texas Insurance Code*, and *Chapt. 2253, Tex. Gov't. Code*, and all other applicable law, and the following:~~

~~(a) The Contractor shall execute performance and payment bonds for the full Contract Amount.~~

~~(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.~~

~~(c) The Contractor shall provide original, sealed, and complete copies of the executed bonds at the time of execution of this Agreement and prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement.~~

~~(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period. The statute of limitations provided in Sec. 2253.021, Tex. Gov't. Code, shall not begin to run until the earlier of abandonment by or termination of the Contractor, or the expiration of the one year warranty period.~~

~~(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.~~

~~(f) If a performance and a payment bond has been provided for this Agreement, such bonds shall be and remain in full force and effect as provided by law and the City may act to enforce or require performance by the Surety. If the Contractor abandons the work, is terminated for cause, or fails to comply with the warranty during the warranty period, and the Surety does not agree to promptly proceed to complete the work, no term, provision or condition of this Agreement, no action by the City to protect the work, or the City's investment in the work, or to complete the work, or to obtain any remedy against the Contractor, shall be or constitute a waiver of any right or cause of action under the bonds.~~

**Section 8.** **SUBCONTRACTORS.** Use of subcontractors by the Contractor is permitted provided that the Contractor shall be and remain responsible for all services and performance provided under this Contract.

**Section 9.** **INDEPENDENT CONTRACTOR**. Contractor expressly agrees that Contractor, during the term of this Contract, is not and shall not be an employee of the City, but is and independent contractor, and no withholding of Social Security or federal Income Tax or other deductions shall be made from the sums agreed to be paid to the Contractor in the pricing schedule.

**Section 10.** **NONDISCRIMINATION.** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**Section 11.** **INDEMNITY.** Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

**Section 12.** **NOTICES**. Any notice required or desired to be given under this Contract shall be in writing with copies directed as indicated and shall be personally delivered or given by mail to the respective addresses for the parties set forth herein. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return

receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

**Section 13. APPROPRIATIONS.** Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

**Section 14. NO JOINT VENTURES; NO THIRD PARTY BENEFICIARIES.** This Contract shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Contract be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party beneficiary by reason of this Contract.

**Section 15. GOVERNMENTAL IMMUNITY.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Section 16. AMENDMENTS AND CHANGES.** No alteration, addition or amendment to the terms of this Contract shall be made except by a formal written amendment hereto executed by both the Contractor and the City.

**Section 17. ORAL AND WRITTEN AGREEMENTS.** Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Contract have been reduced to writing and are contained herein. This Contract states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Contract, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

**Section 18. COMPLIANCE WITH LAWS.** Contractor shall conduct operations under and provide all services pursuant to this Contact in compliance with all applicable laws, rules, regulations, including municipal ordinances.

**Section 19. TEXAS LAW GOVERNS.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**IN WITNESS WHEREOF**, the parties have executed and attested this Contract by their officers' thereunto duly authorized as of the date herein first written.

City of Leander (Owner)

_____
Kent Cagle, City Manager

Date:_____

Attested: _____
Debbie Haile, City Secretary

_____ (Contractor)

_____

Date:_____

**EXHIBIT A**

**Request for Quotes**