



**BID DOCUMENT NO. 0515
FOR
CITY OF LAKEWAY**

**REPLACEMENT DOORS AT THE
LAKEWAY ACTIVITY CENTER**

**CITY OF LAKEWAY
1102 LOHMANS CROSSING
LAKEWAY, TX 78734**

DEFINED TERMS

Terms used in this Invitation to Bid have meanings indicated below which are applicable to both the singular and plural thereof.

Addenda – Additional changes to the Bid documents. Changes to the Bid documents are not final until/unless they are addressed in formal written addenda.

Bid Document – Those documents that comprise the specifications, Bidder information sheet, attachments, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Bidder – Person or entity who will submit Bid documents to the City to provide the services as specified in this solicitation.

City – The City of Lakeway, Texas.

Contract – Formal and legally binding agreement entered into between the City and the winning bidder.

Contract Document – Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), pictures, specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Contractor – The Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

Project – Replacement doors at the City of Lakeway Activity Center, City of Lakeway, Texas.

Invitation to Bid (Bid) – Document posted by the City to elicit bids from potential contractors to provide the goods and services as specified in this solicitation.

Work – The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on the Contractor by the Contract.

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INVITATION TO BID

Following is a summary of information for this Project.

The City of Lakeway is requesting bids to procure the services of a qualified Contractor to furnish, deliver, and install twenty (20) doors and door frames at the City of Lakeway Activity Center. The Contractor must furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, and any other related incidentals in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids will be received at the City of Lakeway City Hall, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. on October 6, 2022**. Any bids received after the closing time will not be accepted for consideration and will be returned unopened.

A non-mandatory pre-bid meeting and walk-through inspection will be held at 9:00 a.m., September 28, 2022 at the City of Lakeway Activity Center, 105 Cross Creek, Lakeway.

All bids must be clearly marked on the outside with the following: “ITB No. 0515 – Replacement Doors at the City of Lakeway Activity Center”.

Bid documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Ruena Victorino, Purchasing Coordinator at ruenavictorino@lakeway-tx.gov or on the City’s website at www.lakeway-tx.gov.

Questions regarding the Invitation to Bid shall be directed to:

Ruena Victorino
Purchasing Coordinator
512-314-7522
ruenavictorino@lakeway-tx.gov

Questions regarding this Bid must not be directed to other City of Lakeway council, commission, nor committee members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this Bid must be received no later than five (5) calendar days prior to the closing date of the Bid.

CITY OF LAKEWAY

INVITATION TO BID NO. 0515 REPLACEMENT DOORS FOR THE LAKEWAY ACTIVITY CENTER

PART 1 – GENERAL REQUIREMENTS

1.0 PURPOSE:

The City of Lakeway is requesting bids to procure services of a qualified Contractor to remove existing doors and furnish, deliver, and install twenty (20) doors at the City of Lakeway Activity Center. The Contractor must furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, permits, and any other related incidentals in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

2.0 SUBMISSION DATE:

- 2.1 Bids must be received at the address specified below prior to the deadline. The City will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received at a different department of the City.

October 6, 2022 - 2:00 p.m. Central Time

Ruena Victorino
Department of Finance
City of Lakeway City Hall
1102 Lohmans Crossing
Lakeway, TX 78734

- 2.2 The City will not acknowledge or consider qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

3.0 PRE-BID MEETING:

- 3.1 A non-mandatory pre-bid meeting and walk-through is scheduled for all prospective bidders as follows:

Date: September 28, 2022
Time: 9:00 a.m.
Place: City of Lakeway Activity Center
105 Cross Creek, Lakeway, Texas 78734

- 3.2 Bidders should participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. The purpose of this meeting and walk-through is to ensure bidders have a clear understanding of the City's needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the service, at a fair and reasonable price.

- 3.3 The Bidder must familiarize themselves and fully understand the extent of the Project. Bidder must take independent measurements and examine the conditions, the character, quality, and quantity of the doors; and the equipment needed to perform the Work. Bidders are responsible for their independent measure. Failure to make a complete examination of the Project will not relieve the successful bidder of their obligation to furnish all doors and labor necessary to carry out the provisions of the Contract. The Bidder will inform the Activity Center Manager immediately of any unforeseen conditions which may affect the Work.
- 3.4 It is assumed that the sum of the bid made by the bidder is based on a thorough knowledge of the conditions and the amount and kind of work to be performed. The Contractor will not make claim for anticipated profits, or loss of profits because of incorrect independent measurements of the Work actually to be done, or of the materials actually delivered. If an error, omission or misstatement is discovered, the Contractor shall not be released of his or her duties in performing the Contract, or affect the price agreed to under the Contract, or excuse the Contractor from any of the obligations or liabilities under the Contract, or entitle them to damages or compensation.

4.0 POINT-OF-CONTACT:

The City designates the person as its representative and point-of-contact for this solicitation:

Ruena Victorino, Purchasing Coordinator
City of Lakeway Finance Dept.
1102 Lohmans Crossing
Lakeway, TX 78734
Telephone: (512) 314-7522
Email: ruenavictorino@lakeway-tx.gov

PART II – SCOPE OF WORK

GENERAL:

This project provides for the renovations at the City of Lakeway Activity Center. The Contractor shall be responsible for the removal of the existing doors and installation of the new doors. No alterations or modifications of the existing frames will be allowed.

1.0 SCOPE OF WORK:

In accordance with the scope of work and provided drawings, all labor, materials, permits, supervision, insurance, taxes, overhead, and all other things or services necessary to furnish and install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 DEMOLITION AND REMOVAL:

- 1.1.1 Demolition and removal of existing twenty (20) doors, door frames, and hardware
- 1.1.2 Removal of existing handicap automatic door operators
- 1.1.3 Haul of all debris associated with renovation

1.2 DOOR MEASUREMENTS:

- 1.2.1 Meeting Rooms Area
 - a. Rooms A, B, & C 3ft W x 8ft H
 - b. Room F 3ft W x **7ft H**
- 1.2.2 Entry Doors
 - a. Lobby Front Entrance, Lobby Courtyard Entrance, and Back Entrance Doors are measured – 3ft W x 7ft H

1.3 INSTALLATION

- 1.3.1 **Meeting Rooms Area, Rooms A, B, C & F** - Provide and install four (4) sets of new aluminum doors double swing with frames and thresholds.
 - a. Frames and door finish to match existing finish on Activity Center window frames.
 - b. All glazing will be 3/16” dark grey tempered.
 - c. Provide and install panic push bars for all doors. Finish to match doors.
 - d. Provide and install door closer hardware with “hold open arms” on all doors.
 - e. Doors shall be accessibility compliant.
 - f. Provide and install exterior lever set cylinder locks for all doors. Finish to match.
 - g. Provide and install sealant to make door framing watertight to existing structure.
- 1.3.2 **Entry Doors – Lobby Front Entrance, Lobby Courtyard Entrance, & Back Entrance**

Note: There are two (2) design options to be considered for the follow doors. See sheets labeled Design Option Nos. 1 & 2 for examples. Provide bid proposals for both options.

OPTION NO. 1 - MAIN ENTRIES – SLIDING GLASS DOORS

Provide and install three (3) sets of new aluminum storefront automatically opening *sliding* glass doors.

- a. Frames and door finish to match existing finish on Activity Center window frames.
- b. All glazing will be 3/16” dark grey tempered
- c. Doors shall be accessibility compliant.
- d. Provide and install exterior lever set cylinder locks for all doors. Finish to match.
- e. Provide and install all sensors needed for automatic opening doors.
- f. Provide and install all electrical needed per manufacture.
- g. Provide and install all framing needed per manufacture.
- h. Provide and install sealant to make door framing water tight to existing structure.

OPTION NO. 2 MAIN ENTRIES – DOUBLE SWING GLASS DOORS

Work includes but is not limited to the following:

Provide and install (6) sets of new aluminum store front automatically opening *double swing* glass doors.

- a. Frames and door finish to match existing finish on Activity Center window frames.
- b. All glazing will be 3/16” dark grey tempered
- c. Doors shall be accessibility compliant.
- d. Provide and install exterior lever set cylinder locks for all doors. Finish to match.
- e. Provide and install all sensors needed for automatic opening doors.
- f. Provide and install all electrical needed per manufacture.
- g. Provide and install all framing needed per manufacture.
- h. Provide and install sealant to make door framing water tight to existing structure.

2.0 DRAWINGS, SKETCHES, AND SPECIFICATIONS

- 2.1 City of Lakeway, ITB No. 0515
Replacement Doors Lakeway Activity Center
1102 Lohmans Crossing, Lakeway, TX 78734
- 2.2 Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.
- 2.3 The purpose of these specifications shall be to define the services to replace the entry doors and meeting room doors of the Lakeway Activity Center. These specifications shall cover the general requirements as the type of construction and design to which the doors shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to

the discretion of the Contractor to provide and replace the doors to ensure complete operating doors.

3.0 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Contractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

- a. Type of Doors Description
- b. Shop Drawings
- c. Manufacturer's Catalog Cuts/Data H Operations & Maintenance (O&M) Manuals
- d. Performance Test Reports

4.0 MINIMUM QUALIFICATIONS:

- 4.1 Contractor must be licensed by the State of Texas. The license should be applicable to the requirements and regulations under Contractors State License Board and/or Business Professions Code as it applies to the scope of work and/or specifications.
- 4.2 Contractor and its approved sub-contractor(s) must possess the appropriate specialty contractor license from the Contractors State License Board, and must maintain all state, county, and local licenses and/or certificates to prove their qualifications to perform all services specified.
- 4.3 All doors and materials shall be commercial grade;
- 4.4 Any other standard equipment, hardware, components, and accessories necessary for a complete operating unit, whether specified or not, shall be included.
- 4.5 Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.
- 4.6 The City prohibits ANY products containing asbestos.
- 4.7 The Contractor shall be knowledgeable in the use of OSHA required safety equipment and other necessary tools or equipment of the trade.
- 4.8 The Contractor shall review and comply with all Federal, State, and City regulations regarding specific installations, and abide by any applicable building, safety and health codes related to construction practices or use of equipment.
- 4.9 Contractor will erect suitable barriers and post signs at points of entry to prevent public traffic from entering the work area.
- 4.10 During the installation, materials shall not be placed in areas that may obstruct the ingress or egress of essential doorways or walkways.
- 4.11 Onsite storage, staging area, and office space will not be available to the Contractor.

- 4.12 The Contractor shall ensure the doors of the front entrance of the building shall be secured at the end of each day during the Project or provide security service.
- 4.13 The Contractor will provide instructions for the operation of all doors to the Activity Center Manager, or her duly authorized personnel.
- 4.14 During the course of the Project, the City's Building and Development Services will make inspections at any time until the Project is completed.
- 4.15 The Contractor shall include and coordinate removal, re-installation, and final testing of access control and lock-down systems on all doors.
- 4.16 Upon completion of the Project, the Contractor shall submit the forms to the City Building & Development Services and submit a request for final inspection of the Project.
- 4.17 Upon completion of the Project, the Contractor, and the Activity Center Manager will do a walk-through and final inspection to ensure all doors all fully functional. Doors that do not pass the final inspection shall be re-installed, repaired, or adjusted at no additional cost to the City.

5.0 GOODS:

Bidder warrants and agrees that all materials and items supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and that performance of goods shall be in accordance with the above laws, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

6.0 INSTALLATION TECHNICIANS:

- 6.1 Work shall be performed by thoroughly trained and experienced technicians familiar with the installation of the materials and methods specified. There shall be at least one, English speaking person who shall be present at all times during the Project and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirement of this Work, and who shall direct all work performed to ensure quality control of the installation.

7.0 WORK SCHEDULE:

- 7.1 The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives.
- 7.2 The City of Lakeway Activity's standard office hours are from 8:00 a.m. to 5:00 p.m. The Contractor shall provide a work schedule detailing the task and time scheduled to perform the Work. The Activity Center Manager will approve the work schedule.
- 7.3 The Activity Center will remain in operation throughout the Project. All Project schedules shall be coordinated with the Activity Center Manager in order to minimize disruption to

center operations. The Activity Center Manager will be notified at least forty-eight (48) hours in advance of any modification to the schedule.

8.0 WARRANTY:

8.1 Upon completion of the Project and acceptance, the Contractor shall provide a one (1) year warranty agreeing to replace work for any part of the Project that fails due to defective materials or workmanship after the final acceptance of the Project.

8.2 Include a copy of the written warranty covering the materials and workmanship of Project.

8.3 Defective materials or workmanship is deemed to include, but not to be limited to:

- a. Failures in the operation of operating components;
- b. Water penetration or noticeable air infiltration;
- c. Deterioration of finish; and
- d. Defects which contribute to unsightly appearance, potential hazards, or untimely failure of door operations as a whole.

8.4 The Contractor will be on premises to address warranty claims within 48-hours of notification and schedule repairs to suit the City's schedule.

8.5 The Contractor warrants and represents that all parts and/or materials sold to the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation.

9.0 COMPLETION DATE:

It is the intent of this project to be completed within sixty (60) calendar days after the receipt of the executed agreement. Any extension of the project completion shall be approved by the Director of Parks and Recreation.

10.0 PERMITS:

The Contractor will obtain the permit with the City of Lakeway Building & Development Services, and provide as-needed any shop drawings, plans, materials, hardware, specifications, and scope of work list to the City for the purpose of obtaining the required permit. The City will waive all fees for the permit. A copy of the permit shall be given to the City.

11.0 CERTIFICATES AND LICENSES:

The Contractor shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to perform the Work.

12.0 INSURANCE AND BONDS:

12.1 The Contractor shall provide proof of insurance within seven (7) calendar days of the notice of award. The insurance certificate shall have the City of Lakeway listed as Additional Insured as required in the agreement.

12.2 For public work contracts, awards in excess of \$50,000.00 shall require the Contractor to execute a payment bond and awards in excess of \$100,000.00 shall require the Contractor to execute a performance bond, as required by the agreement. Both bonds shall be the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to the commencement of the Work, pursuant to the provisions of Texas Government Code Chapter 2253. Forms are herein as attachments D and E.

12.3 If a Performance Bond is required, it shall be extended for the one-year warranty period.

13.0 SUBCONTRACTORS:

The Contractor may sublet or replace work to subcontractors for any of the work to be performed WITH prior written permission from the City. Subcontractors not approved by the City will not be allowed on the job site. The Contractor will be responsible for all acts of the subcontractor, and will deal only with the Contractor in any matter affects a subcontract. The subcontracting shall not, under any circumstances, relieve the Contractor of the Contractor's obligation and liability under the contract with the City. All persons engaged in performing the work covered by the contract shall be considered as agents of the Contractor. All workers must have sufficient skill and experience to perform properly the work assigned to them. Should the City, in its opinion feels the subcontractor is not careful and competent, and does not perform the work in a proper and skillful manner, the City will provide a written request to immediately remove the subcontractor.

14.0 CLEAN-UP:

The Contractor shall maintain a clean and safe work area throughout the Project. The Contractor will remove all trash and debris from the job site daily and leave the site in a clean and operable condition. All removed doors, hardware, trash, and debris will be legally disposed at the Contractor's expense. The Contractor **may not** use the City's dumpster at any time.

15.0 TREATMENT OF EXISTING FACILITIES:

15.1 Contractor shall use necessary procedures, caution, and covering to protect from damaging existing facilities, equipment, and accessories not noted to be replaced or restored. Maintain active utilities traversing the project site in operating condition.

15.2 The Contractor shall be responsible for damage to all City equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel, and equipment.

15.3 The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing the Work.

15.4 In the event of any damage during the Work, the Contractor shall immediately notify the City, and make all repairs and replacements necessary to the approval of the Director of Parks and Recreation without additional charge to the City.

PART III – REQUIRED DOCUMENTS

1.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. The Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy, and completeness of the content contained therein, and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict/>

Consultant shall answer each question in the attached Form CIA in relation to the following individuals and submit a completed form with its proposal:

LOCAL GOVERNMENT OFFICER	TITLE
Thomas Kilgore	Mayor
Gretchen Vance	Mayor Pro Tem
Sanjeev Kumar	Councilmember
Louis Mastrangelo	Councilmember
Keith Trecker	Councilmember
Kelly Brynteson	Councilmember
Jennifer Szimanski	Councilmember
Kevin Madison	Presiding Judge
Joseph Molis	Interim City Manager/Assistant City Manager
Jarrold Wise	Communications Director
Glen Koen	Chief of Police
Erin Carr	Building & Development Services Director
Wendy Askey	Human Resources Director
Andra Bennett	Parks & Recreation Director
Dale Delong	Public Works Director

2.0 FORM 1295 CERTIFICATE OF INTERESTED PARTIES:

Texas Government Code 2252.908. As required, the Contractor shall complete and file Form 1295, Conflict of Interested Parties for awards that required an action by the City's governing body for goods or services in an amount of \$35,000.00 or more or a contract for more than \$1M before the contract may be signed. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract, if any.

The Texas Ethics Commission has adopted rules necessary to implement that law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website

Filing Process:

Respondents who are **awarded contracts** will be required to submit a signed Form 1295.

<https://www.ethics.state.tx.us/filinginfo/1295/>

The "identification number" to be used on Form 1295 for this procurement RFP No. 0515.

A copy of the submitted form must be submitted to the City of Lakeway before a contract is signed.

PART IV – GENERAL CONDITIONS

1.0 COPIES OF BID DOCUMENTS:

- 1.1 Bid Documents may be obtained, free of charge, at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Ruena Victorino, Purchasing Coordinator, ruenavictorino@lakeway-tx.gov or on the City's website at www.lakeway-tx.gov.
- 1.2 Complete sets of Bid Documents must be used in preparing Bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 1.3 The City in making copies of Bid Documents available on the above terms does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

2.0 BID PREPARATION:

- 2.1 The Bid Cost Form shall be used and shall not be taken apart or altered unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Bids submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Bids by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the bid. In case of error in the extension or total, the unit price shall govern.
- 2.2 Bidders are encouraged to carefully review all provisions and attachments of this solicitation prior to completion. Each bid constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the bid and any written clarification of same requested by the City and delivered to the Purchasing Coordinator will become part of the final bid for services.

3.0 EXAMINATION OF SPECIFICATIONS:

The Bidder is expected to examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a Bid. The submission of a Bid shall be considered conclusive evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

4.0 INTERPRETATIONS AND ADDENDA:

All questions about the meaning or intent of the Bid Documents are to be directed to the Purchasing Coordinator. Interpretations or clarifications considered necessary by the Purchasing Coordinator in response to such questions will be issued by Addenda, emailed, or delivered to all parties recorded by the Purchasing Coordinator as having received the Bid Documents. Addenda will also be posted on the City's website. Questions received less than five (5) calendar days prior to the date for opening 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.

5.0 AWARD OF CONTRACT:

5.1 Award will be made to the responsive, responsible bidder who provides goods or services at the best value for the City. Award are subject to the availability of funds and shall bid are required for all items.

5.2 In determining the best value for the City, the City may consider:

- (a) the purchase price;
- (b) the reputation of the bidder and of the bidder's goods or services;
- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the bidder's past relationship with the municipality;
- (f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the municipality to acquire the bidder's goods or services;
- (h) any relevant criteria specifically listed in the request for bids or proposals

5.3 Bidder shall provide prices for all items for the City to review and determine the best value. **The award will be for Group 1 and only one(1) of the option.**

6.0 EXAMINATION OF CONTRACT DOCUMENTS:

It is the responsibility of each Bidder, before submitting a Bid, to:

6.1 Examine thoroughly the Contract Documents and other related data identified in the Bid Documents.

6.2 Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work;

6.3 Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and other such regulated data; and

6.4 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

7.0 ACCEPTANCE:

Acceptance inspection of the Project with the Parks & Recreation Director and/or the City's authorized designee will be within fourteen (14) calendar days. Bidder shall demonstrate to the City that all doors are fully operational. Should the Project not accepted due to non-compliance with the specifications, the Bidder shall repair any work until the Project is accepted at no additional cost to the City.

The City's Building and Development Services shall conduct the final acceptance after the submittal of a Request for Inspection of the Project is submitted by the Contractor. No payment shall be made until the project has been fully accepted.

8.0 SUBMISSION OF BIDS:

Bidder shall complete attachments A, B, C, D, and E (D and E only, if applicable) and shall be submitted at the time and place indicated in the advertisement or Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Electronic Bids will not be accepted.

9.0 OPENING OF BIDS:

Bids will be opened and (unless obviously non-responsive) read publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. The City may hold bids for a period not to exceed sixty (60) calendar days from the bid submittal due date for the purpose of reviewing bids and investigating Bidder qualifications. Bids shall be deemed valid for sixty (60) calendar days from bid opening.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may change or withdraw their bid at any time prior to the bid submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted bid shall be accepted and must be submitted as a complete, new bid superseding and replacing the original bid which will be considered withdrawn. The revised bid shall be addressed in the same manner as the bid and must be received by the City prior to the scheduled bid submittal due date.

11.0 FAMILIARITY WITH LAWS:

The Bidders are assumed to have made themselves familiar with all federal and state laws, and all local by-laws, ordinances, and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Bidder, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, bylaws, ordinances and regulations notwithstanding its ignorance thereof. If the Bidder shall discover any provision in the specifications, which is in

conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

12.0 CONFIDENTIALITY:

The City will use all reasonable efforts to protect any proprietary and confidential information contained in the Contractor's Bid. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

13.0 LIMITATION OF LIABILITY:

The City shall not be liable for any expenses Bidders incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful Bids.

14.0 RESERVATION OF RIGHTS:

14.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all Bids or to make the award to that respondent, who, in the opinion of the City, will provide the best value to the City. The City reserves the right to reject any Bid, either in its entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.

14.2 The City will consider both price and non-price attributes in the evaluation of Bids. The City reserves the right to make an award to other than the lowest price or to the bid representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.

14.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Bidders.

14.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.

14.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Bidders or to request all Bidders to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Bidder even if the submitted information has not been specifically requested as part of this solicitation.

14.6 Those who submit Bids do so without recourse against the City or its members for either rejection of their Bid or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Bidder through contract negotiations and contract execution.

15.0 EXCUSABLE FAILURE OR DELAY:

Neither the Contractor or City be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

16.0 FINANCIAL QUALIFICATIONS OF CONTRACTOR:

If requested by the City, Contractor shall be prepared to submit, within five (5) working days of the request, a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

17.0 SALES AND USE TAXES:

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

18.0 BRIBERY CLAUSE:

Bidder certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

19.0 SIGNING OF AGREEMENT:

When the City gives a notice of award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance and bonds. Within ten (10) days thereafter, the City shall deliver one (1) fully signed copy to Contractor. A sample agreement is attached as attachment F.

**ATTACHMENT A
 BID COST FORM
 REPLACEMENT DOORS AT THE ACTIVITY CENTER**

Date: _____, 2022

Furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, permits, and any other related incidentals to remove, replace, and install in place, complete aluminum doors and hardware as described below:

GROUP I – MEETING ROOMS

Rooms A, B, C, & F, 4 Sets \$ _____ per set \$ _____
 As specified
 Manufacturer Make and Model No. _____

**GROUP II – STOREFRONT ENTRY DOORS – Only one (1) option will be awarded.
 Provide prices for each option.**

2. Option No. 1 – Main Entries
 Storefront Lobby Entrance, Courtyard Entrance, & Back Entrance
Sliding Glass Doors 3 Sets \$ _____ per set \$ _____
 As specified
 Manufacturer Make and Model No. _____

3. Option No. 2 – Main Entries
 Storefront Entry Doors - Lobby Entrance, Courtyard Entrance, & Back Entrance
Double Swing Glass Doors 6 Sets \$ _____ per set \$ _____
 As specified
 Manufacturer Make and Model No. _____

REQUIRED SUBMITTALS - QUESTIONNAIRE:

1. Type of door description submitted? _____ Yes _____ No

If No, Explain: _____

2. Shop drawings? _____ Yes _____ No

If No, Explain: _____

3. Manufacturer's Catalog Cuts/Data H Operations & Maintenance (O&M) Manuals
_____ Yes _____ No

If No, Explain: _____

4. Performance Test Reports _____ Yes _____ No

If No, Explain: _____

5. A copy of the written warranty covering the materials and workmanship of the Project, as specified in Section 7 – Warranty _____ Yes _____ No

If No, Explain: _____

6. Contractor License Number: _____

7. Company(s) may provide door service and repairs, as needed:
Name and Address of the Service and Repair Facility: _____

Bid submitted by:

Name: _____
Print Title

Signature: _____
Phone

ATTACHMENT B
BIDDER INFORMATION

1. This Bidder Information sheet is submitted to the City of Lakeway by:

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

2. Years in business under present name: _____

3. Total years of experience: _____

4. Contractor License No. _____

5. Has your organization completed all prior contracts awarded to you? Yes _____ No. _____

If no, please provide details: _____

6. Is your organization currently in any litigation regarding a project? Yes _____ No. _____

If yes, please provide details: _____

7. Is your organization currently for sale? Yes _____ No. _____

Owner: _____ Email: _____

Project Manager _____ Email: _____

Other; _____ Email: _____

ATTACHMENT C

REFERENCES

List three (3) persons or companies with whom you have performed similar services during the past five years.

REFERENCE NO. 1:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____

Email Address: _____ Telephone: _____

Description of Services provided: _____

REFERENCE NO. 2:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____

Email Address: _____ Telephone: _____

Description of Services provided: _____

REFERENCE NO. 3:

Firm: _____ Contract Amount: _____

Contact Person Name: _____ Title: _____

Email Address: _____ Telephone: _____

Description of Services provided: _____

ATTACHMENT D

PAYMENT BOND

STATE OF TEXAS

Bond No. _____

COUNTY OF _____

Project No. _____

Know All Men By These Presents: That _____

of the City of _____, County of _____, and

State of _____, as Principal, and _____,

a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lakeway (City), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of:

_____ U.S. Dollars

(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with the City, dated the _____ day of _____, 20_____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, condition of this obligation is such that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies, and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of Resident Agent of Surety: _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

ATTACHMENT E

PERFORMANCE BOND

STATE OF TEXAS

Bond No. _____

COUNTY OF _____

Project No. _____

Know All Men By These Presents: That _____

of the City of _____, County of _____, and

State of _____, as Principal, and _____,

a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lakeway (City), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of:

_____ U.S. Dollars

(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with the City, dated the _____ day of _____, 20_____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, condition of this obligation is such that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

Name and address of Resident Agent of Surety: _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

ATTACHMENT F

CITY OF LAKEWAY REPLACEMENT DOORS AT THE LAKEWAY ACTIVITY CENTER

SAMPLE CONTRACT

This contract made and signed this ____ day of _____ 2022, by and between the **City of Lakeway, Texas** (“City”) and _____ (“Contractor”). The City and the Contractor for the consideration stated herein agree as follows:

1.0 SCOPE OF SERVICES:

- 1.1 The Contractor hereby agrees to remove, furnish, deliver, and install new doors and door frames at the City of Lakeway Activity Center, in accordance with the terms and conditions, and requirements as specified in the Request for Proposal No. 0515, which are not attached hereto but is incorporated by reference into this Contract for all purposes.
- 1.2 The Contractor shall guarantee that workmanship performed under this Contract meets or exceeds established industry standards relating to quality, neatness, precision, completeness, and attention to detail.
- 1.3 The Contract shall provide a one (1) year warranty to replace work for any part of the Project that fails due to defective materials or workmanship after the final acceptance of the Project.

2.0 GENERAL REQUIREMENTS:

- 2.1 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this Contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs, or controlled substances not prescribed by a physician while on the job or on City property, nor may such workers be intoxicated or under the influence of alcohol, or drugs, on the job. If the City notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly, or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing work under this Contract, and may not employ such worker again, under this Contract, without the City’s prior written consent.
- 2.2 The Contractor shall provide supervision to assure that all Work will be done in accordance with this Contract. The Contractor will designate a single point of contact to communicate with City staff regarding the performance of services as set forth in this Contract.
- 2.3 The Contractor shall, at all times, be vigilant against damage to City equipment, facilities, and public property. The Contractor shall notify the City of such damage.

- 2.4 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or their workforce.
- 2.5 Contractor shall be responsible for all required payroll taxes and related costs, including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance for its employees.
- 2.6 All Work shall be done by the Contractor's employees who are covered by all applicable insurance coverage. No Work shall be done, pursuant to this Contract, by subcontractors without the written consent of the City.
- 2.7 Contractor shall possess all licenses and permits required to perform the Work. All Work is to be done in accordance with any applicable codes, ordinances, and regulations.
- 2.8 All Work shall be scheduled and completed in a manner that will ensure minimum disturbance to City staff at each worksite.
- 2.9 The Contractor's employees will observe all OSHA regulations, including the use of personal protective equipment. All equipment will be properly maintained and kept in a safe operating condition.

3.0 TERMS:

- 3.1 The Contract will become effective on the date of acceptance by the City Council ("Effective Date"), and will continue in full force until the completion of the project to City's satisfaction.
- 3.2 Any Work outside the scope of this contract must be in writing and authorized, in advance, by the City.
- 3.3 Any variations from this contract must be in writing and agreed upon by both the City and the Contractor.
- 3.4 In the event that additional or removed services, the Contractor may give the City a revised price in writing. The City shall have sixty (60) days to accept or reject the price revision.
- 3.5 Neither the City or Contractor shall be held responsible for the failure or delay in delivery or acceptance of Work where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this contract, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

4.0 PAYMENT TERMS:

- 4.1 City agrees to pay Contractor for this Contract upon final acceptance, and Contractor agrees to accept, as his full and only compensation thereof, a sum of (to be completed upon award).
- 4.2 The City shall not be obligated to pay any fees in excess of the amount stated herein and the Contractor shall not be obligated to perform services in addition to those covered by the not-to-exceed amount, unless such additional fees are approved by the City in writing prior to the performance of the additional services per Section 3.3.
- 4.3 City of Lakeway will pay invoices in a reasonable and timely manner, generally within thirty (30) calendar days, unless unusual or extenuating circumstances prohibit such timely payment. Texas law will govern interest on late payments. Should any part of the invoice be in dispute, City of Lakeway shall be entitled to withhold payment of that invoice.
- 4.4 If the Contractor fails to perform any of its obligations under this Contract or any other Contract between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or another person which arises out of or in connection with the performance of this Contract or any other Contract with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims.

5.0 FINAL ACCEPTANCE:

- 5.1 Upon due notice from the Contractor of presumptive completion of the entire project, the Director of Parks & Recreation and/or the City's authorized designee will make an inspection. If all services provided for and contemplated by the Contract are found complete to his satisfaction, this inspection shall constitute the final inspection, and the Director of Parks & Recreation and/or the City's authorized designee will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Director of Parks & Recreation and/or the City's authorized designee will give the Contractor the necessary instructions for the correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

6.0 INSURANCE:

- 6.1 Insurance required by the Contract shall be obtained and maintained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Contract.

- 6.2 Contractor must provide a certificate of insurance to the City prior to being awarded the Contract.
- 6.3 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
- a. Comprehensive General Liability
 - b. Automobile Liability
 - c. Worker's Compensation
- 6.4 The City of Lakeway and the Project name shall be listed as Additional Insured on the insurance certificate. If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of insurance with the City showing that coverage has been extended. The Contractor shall retain all required certificates of insurance for the duration of the Contract and shall provide them to City as requested.
- 6.5 By signing this Contract to provide a certificate of insurance, the Contractor is representing to the City that all employees of the Contractor, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage contracts will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 6.6 The Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. The Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City fourteen (14) days' notice on any cancellation or material changes in the policies.
- 6.7 Contractor's failure to comply with any of these provisions is a breach of the Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 6.8 Bonds, when required, shall be executed on forms furnished by or acceptable to the City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the Payment Bonds must be authorized to issue Payment Bonds in Texas in an amount equal to or greater than the contract price. These bonds shall remain in effect at least until one year after the date when final payment becomes due.
- 6.9 If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance

bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the City.

- 6.10 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the City.

7.0 SAFETY:

- 7.1 The Contractor shall be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within the worksite.

- 7.2 The Contractor shall immediately notify the City's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

- 7.3 The Contractor shall ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.

- 7.4 **CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, AND LIABILITY OF EVERY KIND ARISING FROM THE NEGLIGENT ACTS OF CONTRACTOR OR ITS EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS ARISING OUT OF PERFORMANCE OF THIS CONTRACT.**

8.0 AUTHORITY OF PARKS AND RECREATION DIRECTOR:

- 8.1 All Work shall be done under the supervision of the Parks and Recreation Director and/or the City's authorized designee and to their satisfaction. The Parks and Recreation Director and/or authorized designee will decide all questions that may arise as to the quality and acceptability of the Work performed; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

- 8.2 The Parks and Recreation Director and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as they may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

9.0 THE CITY'S RESPONSIBILITIES:

- 9.1 Aside from the City Manager, the City shall issue all communications to the Contractor through the Parks and Recreation Director or the authorized designee.
- 9.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the contract documents. Failure or omission of the City to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 9.3 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

10.0 INDEMNITY:

- 10.1 **To the extent permitted by applicable law, the Contractor and its agents, partners, employees, and Contractors (collectively "Indemnitors") shall and do agree to indemnify, enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this Contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.**
- 10.2 **Contractor shall protect and indemnify the City from and against all claims, damages, judgments, and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a**

settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

10.3 The indemnities contained herein shall survive the termination of any Contract or purchase order for any reason whatsoever.

11.0 MISCELLANEOUS:

11.1 GOVERNING LAW. In the event of any suit at law or inequity involving the Contract, the venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.

11.2 This Contract represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, representations, or Contracts, either written or oral.

11.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.

11.4 If any word, phrase, clause, sentence, or provision of the Contract or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid, or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; all provisions of the Contract are declared to be severable for this purpose.

12.0 INDEPENDENT CONTRACTOR STATUS:

City and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with City. Contractor is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Contractor shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.

This Contract, together with the documents, exhibit, and attachments above-mentioned, and all documents are fully a part of this Contract as if attached to it or herein repeated.

THE CITY OF LAKEWAY:

Julie Oakley, City Manager

ATTEST:

Jo Ann Touchstone, City Secretary

CONTRACTOR:

Signature: _____

Print Name: _____

Vendor Address: _____

Email Address: _____

Office Phone Number: _____

Cell Number: _____

Contractor License Number(s): _____

Contractor will be required to complete a W-9 and provide a Certificate of Insurance to the City of Lakeway in accordance with this Contract prior to starting work.