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I-A

INVITATION TO BID



**SECTION I-A
INVITATION TO BID**

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

Bidders interested in Bidding on this project may contact Kara Grant by email at Kgrant@TreasorHL.com to receive an electronic copy of Plans and Specifications.

Sealed bids shall be MAILED or HAND DELIVERED to City Clerk, City of Socorro, 124 S. Horizon Blvd, Socorro, Texas 79927, **by 10:00 a.m., on June 28, 2024**. Bids received after 10:00 a.m. on June 28, 2024, will be disqualified. Bids will be publicly opened and read in the City of Socorro's Conference room at City Hall, 124 S. Horizon Blvd, Socorro, Texas 79927, on June 28, 2024 at 10:01 a.m., unless posted otherwise, for furnishing the City with the construction of the **Rio Vista Capital Project**, Solicitation No. **24-04**.

Bidders may ask the Design Engineer questions about the project from June 17, 2024 through June 19, 2024 at 12:00 p.m. All questions will be received by email and shall be sent to Kara Grant at Kgrant@TreasorHL.com. Responses will be provided to all prospective bidders at email address provided by June 21, 2024.

The City reserves the right to accept or reject any or all bids and to waive formalities. In case of ambiguity in stating the price in the bid, the City reserves the right to consider the most advantageous construction thereof or to reject any bids. Also, the City reserves the right to accept the low bid based on the tabulation of anyone, combination or all the base bid(s), alternate bid(s) and/or, optional bid(s) based on the most advantageous project bid that is desired by the City Department involved and that the City Council in their sole judgment determines is the City's best interest and benefit.

Cone of Silence: Please note requirements of the City's "Cone of Silence" Policy found in section I-B, Information for Bidders, item number 24. The Cone of Silence Policy prohibits any communication except as provided in the Policy. The Cone of Silence begins on the day the bid is advertised and terminates on the day that a recommendation of contract award is placed on the City Council agenda.

Please note the City's experience requirements, for award of this project, in Section I-B, Information for Bidders, **Item No. 6, Method of Award-Lowest Responsible and Responsive Bidder**:

Wage Rates: Where there are similar wage rate classifications in wage determinations, the higher wage shall be paid. The contractor shall pay not less than the wage rate as determined by the Department of Labor, Wage and Hour Division and the City of Socorro.

Instructions to bidders: Bid packets (Specifications, Plans and all required forms) are available ONLY in electronic form. Contractor shall request information to download the documents from the Engineer's FTP site. Download of plan documents will only be available up to 3 days prior to Bid Closing. You may contact City Clerk at cityclerk@costx.us for more information. Office hours are 8:00 a.m. – 5:00 p.m., Monday – Friday.

Pre-Bid Conference: A pre-bid conference will be held at 901 N. Rio Vista Rd., Socorro, Texas 79927 on June 14, 2024 at 9:00 AM. Representatives of the Design engineer and Owner will be present to answer questions. Attendance is mandatory for all bidders.

All forms in VOLUME I must be printed, completed and submitted in a sealed envelope.

NOTE: It is the responsibility of the bidder to submit any forms that may have been issued by amendment.

Bid Security: Each bid must be accompanied by a bid bond naming the City of Socorro as obligee and duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the total bid price (including base bid(s), option(s) and alternate(s)). **ALL BID BOND FORMS MUST CONTAIN ORIGINAL SIGNATURE(S).**

The successful bidder must furnish a performance and payment bond as required by law, and the terms of this contract.

Advertised in the EL PASO TIMES June 9, 2024 and June 16, 2024.

The following projected dates are set forth for your knowledge and understanding:

| | |
|--|--|
| Project Solicitation Issue Date: | June 9, 2024 |
| Advertised in the El Paso Times: | June 9, 2024 June 16, 2024 |
| Pre-bid conference date: | June 14, 2024 at 9:00 am |
| Period when questions from prospective bidders will be accepted: | June 17, 2024 to June 19, 2024 at 12:00 pm |
| Responses provided to prospective bidders: | June 21, 2024 |
| Deadline for sealed bids: | June 28, 2024 at 10:00 am |
| Contract awarded by City Council: | July 18, 2024 City Council meeting |
| | |

I-A a

SCOPE OF WORK

**RIO VISTA CAPITAL PROJECT
SCOPE OF WORK**

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

**PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04**

The scope of Base Bid includes the following:

BASE BID 1 (Funded by City of Socorro):

This work consists of repair and rehabilitation of historic adobe building designated as Building 17 & Building 18, located at 901 N Rio Vista Road, Socorro, TX 79927. Included are items required for repair and rehabilitation as shown in construction documents.

END SCOPE OF WORK

I-B

INFORMATION FOR BIDDERS

**SECTION I-B
INFORMATION FOR BIDDERS**

1. RECEIPT AND OPENING OF BIDS

The CITY OF SOCORRO, hereinafter called the "Owner", invites bids on the attached form hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the CITY CLERK, as specified in the "Invitation to Bid", and then publicly opened and read aloud at 124 S. Horizon Blvd, Socorro, Texas 79927, in City Conference Room, unless otherwise posted. The envelopes containing the bids must be sealed and addressed to: CITY OF SOCORRO, ATTN: CITY CLERK, 124 S. Horizon Blvd, Socorro, Texas 79927 and designated as bid for:

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

NOTICE

The Owner reserves the right to accept or reject any or all bids and, to the extent permitted by law, to waive informalities or irregularities that are not material, such as failure to submit sufficient offer copies, literature or similar attachments or business affiliation information. All bids are to be prepared and submitted in accordance with the provisions of the Information for Bidders, and the City reserves the right to consider any bid, therefore, subject to rejection as being nonresponsive to the bid request. The Owner may, in its sole discretion, determine that any non-material defect in the bid is harmless if such defect relates to an element that is not material, mandatory or essential to the responsiveness of the bid, and the Owner may accept the bid in spite of the existence of a harmless non-material defect. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) consecutive calendar days after the actual date of the opening thereof.

2. PREPARATION OF BID

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND All blank spaces for bid prices must be entered in ink or typewritten. **FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID PROPOSAL TO BE DEEMED NOT RESPONSIVE AND BID PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.** Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

The Bidder shall carefully study and compare the Proposal Documents with each other and with other Work being Proposed currently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Consultant, any discrepancies, inconsistencies, or ambiguities discovered. The Bidder shall examine local conditions carefully and undertake any independent research, tests, and investigations of the difficulties that may be encountered, and judge for himself all attending circumstances affecting the cost of doing the Work at the time required for its completion. The bidder shall familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work. Unless addendum is issued, no information, whether written or oral, given by the Owner or any representative thereof, other than as set forth in the Proposal Documents shall be binding on the Owner. There shall be no allowances made for any error or negligence on the part of the Bidder examining the site existing conditions.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the bid is submitted.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1, "Receipt and Opening of Bids".

* NOTICE *

STATE SALES TAX

The successful Bidder may be required to pay state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the Bidder to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in his/her bid submitted to the Owner. For further information, the Bidder may wish to contact the office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

3. SIGNATURE FORMALITIES

THE FULL COMPANY NAME OF THE BIDDER SHOULD BE NOTED ON THE BID PROPOSAL AND SHALL BE SIGNED WITH THE BIDDER'S OFFICIAL SIGNATURE. The name of the signing party or parties should be typewritten or printed under all signatures on the signature page of the proposal.

The Bidder should observe the following additional formalities specific to his/her form or ownership:

- a. If a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- b. If the Bidder should be operating as a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and in behalf of the partnership.
- c. If the Bidder is an individual, the trade name (if the Bidder be operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the Bidder, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and in behalf of the Bidder.

4. SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must meet the following requirement(s) BEFORE the contract is awarded:

- a) Be acceptable to the Owner after verification of the current eligibility status.

5. USE OF CITY OF SOCORRO EQUIPMENT

Bidders are forbidden to use any telephones or equipment, i.e., desks, calculators, etc., prior to bid openings.

6. METHOD OF AWARD-LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

The Owner shall award this contract on the basis of the lowest responsible and responsive bid to a single bidder, provided, however, that the Owner may accept or reject all bids or in the case of ambiguity in stating the price in the bid, the Owner may consider the most advantageous construction thereof or reject any bids.

The Owner will accept the lowest responsible bid calculated on one or more base bid(s), alternate bid(s) and/or, optional bid(s) depending on the City's available project budget and project priorities, as further detailed in the project bid specifications (Section I-C of bid documents).

In order for bidders bid to be considered Responsive, bidder must include the following completed forms when submitting Bid Packet:

- 1) Completed and signed Bid Proposal
- 2) Signed Certification of Non-Collusion
- 3) Bid Bond
- 4) Supplemental Bidder Information, Part I, II & III
- 5) Contractor Experience Reference Form
- 6) Qualification and Financial; Disclosure Statement
- 7) Vendor Information Form
- 8) Conflict of Interest Questionnaire
- 9) Affidavit
- 10) Indebtedness Affidavit
- 11) Insurance Requirements

It is the intention of the Owner to award the contract for this work to the lowest responsible and responsive Bidder whose construction skill, experience, and financial resources demonstrate its ability to perform the work contemplated herein, in an efficient and effective manner, and successfully completing the contract within a set time limit.

In determining the lowest and best bidder, in addition to price, the City may consider factors, which may include, but are not limited to, the following:

- (1) the quality, availability, and adaptability of the supplies, materials, equipment or contractual services, to the particular use required;
- (2) the ability, capability, and skill of the Bidder to perform the contract or provide the service required;
- (3) whether the Bidder has already proven they will and can perform the contract or provide the service promptly, or with the time required, without delay or interference;
- (4) the character, responsibility, integrity, reputation, and experience of the Bidder;
- (5) the quality of performance on previous Owner contracts;
- (6) the previous and existing compliance by the Bidder with laws relating to the contract or service;
- (7) any previous or existing noncompliance by the Bidder with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
- (8) the sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
- (10) whether the Bidder maintains a permanent place of business;
- (11) whether the Bidder has failed to submit bid security by one of the approved methods set forth in Paragraph 8; and
- (12) overall poor performance on previous projects.

The Owner may make such investigations of such additional elements of the Bidder's capacity as it deems necessary to determine the responsibility of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

To assist the Owner in evaluating the Bidder's responsibility, the Owner will require that the lowest responsive Bidder complete and submit either the "Qualification and Financial Disclosure Statement", in Section I-H-2 or a letter of commitment as provided in Section I-H-1, within five (5) consecutive calendar days of notification by the City.

6A. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to Lorraine Quimiro, City Planner Development Director, identified in the BID NOTICE within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

6B. PROTEST/DISPUTE PROCEDURE

Only a bidder who has actually submitted a bid response/proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of Socorro, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The bidder must write a letter to the City Planner Development Director using the phrase "Bid Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each City Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Bidder alleges has been violated and the provisions entitling the Protesting Bidder to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Bidder alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered in making a recommendation to Council.

CONDITIONAL BIDS WILL NOT BE ACCEPTED

7. TIME OF AWARD

Each Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Bidder to whom the Owner has awarded the contract by some officer or agent of the Owner duly authorized to give such notice. Upon receipt of such written notice, the Contractor will proceed to verify the availability of the required materials or equipment needed to perform the project and submit his shop drawings to the Construction Engineering Section Chief or Owner-designated representative within (14) fourteen calendar days from issuance of Notice to Proceed with Submittal Phase. If problems are encountered in the availability of materials or equipment, the Owner will be notified in writing immediately prior to scheduling of the Preconstruction Conference.

8. BID SECURITY

Each bid must be accompanied by an original Bid Bond prepared in the form of a Bid Bond attached hereto, naming the City of Socorro, Texas as Obligee and duly executed by the Bidder as principal and, having as surety thereon a surety company

approved by the Owner, in the amount of five percent (5%) of the TOTAL bid price, including the base bid(s), option(s) and alternate(s), (cash, personal checks, company checks, cashier's checks or any security other than a bid bond will not be accepted). The surety shall meet the requirements found in the General Conditions 2L Sec. 8.2.5 and 8.2.6. Each Bid Bond submitted must be an original Bid Bond with original signatures of the principal and surety. The surety company providing the Bid Bond shall designate an agent resident who resides within the County of El Paso to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of the surety ship. Such bid bonds will be returned to all except the three lowest Bidders within five (5) consecutive calendar days after the opening of the bids, and the remaining bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made, within sixty (60) consecutive calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

9. BONDING REQUIREMENTS

In accordance with Chapter 2253, Texas Government Code, the City of Socorro requires the following for all public works contracts:

- a. A Performance Bond for all public works contracts in excess of \$50,000. The performance bond shall be for one hundred percent (100%) of the contract price and conditioned on the faithful performance of work in accordance with the plans, specifications, and contract documents.
- b. A Payment Bond for all public works contracts in excess of \$25,000. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have a direct contractual relationship with the prime contractor or subcontractor to supply public work labor or material.

In accordance with Section 3503.003 of the TEXAS INSURANCE CODE, the surety company providing the Payment Bond shall designate an agent who resides within the County of El Paso to whom any required notices may be delivered and on whom process may be served in matters arising out of surety ship.

In accordance with Section 3503.004 of the TEXAS INSURANCE CODE, if a Performance or Payment Bond is an amount in excess of ten percent (10%) of the surety's capital and surplus, the City of Socorro will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

The required bonds shall be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also: (a) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (b) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that: (1) is an authorized reinsurer in this state; and (2) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **WORKING DAYS AS PROVIDED IN SECTION II-A** additional **WORKING DAYS** thereafter. Bidder agrees to pay, as liquidated damages as provided in **SECTION II-A**, for each **WORKING DAY** after the date of Substantial Completion, as hereinafter provided in the General Conditions. The unit price quantities of this contract are estimated.

11. CONDITIONS OF WORK

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

12. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omissions of any Bidder to examine any form, instrument, General Conditions, or other document shall in no way relieve any Bidder from any obligation in respect of his/her bid.

The undersigned Bidder represents to the City and to the other Bidders that his/her bid, and the estimates on which it is based, has been carefully checked and contains no errors, and nothing has been omitted or overlooked in determining the amount bid.

13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any Bidder orally. Request for such interpretations should be sent by email to TreanorHL at kgrant@TreanorHL.com. To be given consideration, the request for interpretation must be received at least Seven (7) consecutive calendar days prior to the date fixed for the opening closing. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be delivered by email to all prospective Bidders at the respective email addresses furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.

14. ARPA ADDENDUM

The bidder must familiarize him or herself with all federal requirements per the American Rescue Plan Act as included in Appendix B.

14. POWER OF ATTORNEY

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.

16. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISE PARTICIPATION (Not required for this project)

17. LAWS AND REGULATIONS APPLICABLE

The Bidder's attention is directed to the fact that all applicable federal laws, including but not limited to, the Immigration Reform and Control Act of 1986, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

The successful Bidder is required to provide to the Planning and Zoning Department all documents necessary to fulfill local, state and federal regulations governing this project, prior to the preconstruction conference. A Notice to Proceed with the contract **will not** be issued until the appropriate City departments have received all submittals, and any such delays by the lowest responsive Bidder's failure to submit such requirements will not be counted against the time that the bid must remain valid. Appropriate forms and technical assistance will be provided to the successful Bidder by the Planning and Zoning Department to fulfill these requirements. For information or assistance, call (915) 872-8531.

18. PREVAILING WAGE RATES AND WAGE RATE PENALTY

The Contractor and any subcontractor under him shall pay not less than the general prevailing wage rates contained herein, to all laborers, workmen and mechanics employed by them in the execution of this contract. When multiple wage rates are used (e.g. Federal wage rates and City wage rates) featuring similar job classifications, the higher wage within the relevant construction type shall be paid.

The general prevailing wage rates contained herein shall be posted at the construction work site in a prominent and accessible place where it can be easily seen by all laborers, workmen and mechanics employed on the project.

Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of Socorro sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him.

19. APPRENTICES (Not Required for this project)

20. INSURANCE AND WORKER'S COMPENSATION INSURANCE

The successful Bidder will be required to furnish certificates of insurance to the Owner that complies with Item 3L, Section 4.3 of the General Conditions of this Contract. The Bidder's attention is directed to these insurance and workers' compensation requirements. It will be presumed that each Bidder has read these requirements and that any cost associated with these requirements has been incorporated into the bid submitted to the Owner and the successful Bidder will have no claim for compensation against the Owner.

21. BIDDER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT

All Bidders, by submitting a bid hereunder acknowledge understand and agree to the following: All terms, covenants, conditions and any other provisions of the Construction Contract, shall become a part hereof for all purposes. The Bidder formally awarded this contract, shall execute the above-referenced construction contract, and shall be bound to all provisions of this contract in the performance of the project. Contract will be based on Plans, Special Provisions, General Conditions, any Addenda issued and Specifications.

22. PROJECT PROGRESS & PAYMENT SCHEDULES

Prior to award, Contractor shall provide Owner, in an electronic format, with project progress and payment schedules created in MS Projects or approved software, to be used for optimal project coordination. Any payment schedules will be considered estimates, and will not be contractually binding insofar as all payment applications will be processed and paid for as work is completed to the Owner's satisfaction. The Contractor shall submit updated schedules monthly throughout the course of the project; however, the Owner reserves the right to request updates at any given time.

The City will process the payments within seven (7) days of receipt of the approved pay application from the Project's Engineer.

23. ORGANIZATION CERTIFICATE, ASSUMED NAME CERTIFICATE/DBA CERTIFICATE, AND BUSINESS AFFIDAVIT

Bidder must submit with his offer a copy of the company's organization certificate issued by the Secretary of State of the State in which the bidder was organized. If the bidder uses a trade name other than the name under which the company was organized, bidder must also submit a copy of the Assumed Name Certificate. Also, a DBA certificate must be provided if the bidder uses a trade name other than the name under which the company was organized. Further, bidder must complete and submit the affidavit at the end of section I-E, Supplemental Bidder Information, stating what names the company uses and has used in the past and attest that all such names describe the company currently submitting a bid or proposal.

24. CONE OF SILENCE/ANTI-LOBBYING POLICY

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a city contract.

The Cone of Silence period begins on the day that the request for proposal (RFP), request for qualifications (RFQ), a competitive bid, a highest qualified bid (including best value and competitive sealed proposals), design-build, public-private partnership or any other type of solicitation required by law, is advertised, or the day a source selection or the giving of a notice of a proposed project is made, and ends on the day that a recommendation of a contract award is posted by the city clerk for placement on the agenda.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with city officials and employees shall begin on the date that the City receives an unsolicited proposal and end on the date the notice of award has been posted by the city clerk for placement on the agenda.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of Socorro, any person retained by the City of Socorro as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the City Clerk, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of nine days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the City Clerk identified in the solicitation.

A person who knowingly or intentionally lobbies in violation of the provisions of this policy, or who shall knowingly obstruct or prevent compliance with this policy shall be guilty of a misdemeanor.

Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the city council from entering into any contract with the city for a period not to exceed three years.

I-C

BID PROPOSAL

SECTION I-C BID PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF SOCORRO
SOCORRO, TEXAS

The undersigned having familiarized themselves with the local conditions affecting the cost of work and with the Contract documents consisting of Invitation to Bid, Instructions to Bidders, General Conditions, the Contractor's Proposal, Special Bid Conditions, Applicable Wage Rates, the Contract Form, plans, specifications, drawings, and addenda on file in the Planning and Zoning Department of the City of Socorro, hereby propose to perform everything required to be performed and to provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the

RIO VISTA COMMUNITY CENTER REHABILITATION REHABILITATION PACKAGE 4A – BRACERO MUSEUM BUILDINGS (17 & 18)

PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04

Within the specified limits and in accordance with the plans, including Addenda numbers _____, AT THE FOLLOWING UNIT PRICES:

ONLY ONE BIDDER MAY BE AWARDED THIS CONTRACT PURSUANT TO THIS BID.

Note: For this solicitation, the lowest responsible bid will be determined in the following manner: AWARD OF THIS CONTRACT MAY BE MADE BY LINE ITEM, BY BASE BID, ONE AWARD FOR ALL ITEMS, OR TO THE OVERALL LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR EACH BASE BID, AND WHICHEVER IS MOST CONVENIENT TO THE CITY.

NOTE: The quantities shown in the unit price schedule are ESTIMATES ONLY. They are shown here only for the purpose of comparing bids as an expected total expenditure. The City, at its sole discretion, will direct exactly how many actual units will be placed, and will pay for only those units that are ordered and accepted. No payments will be made regarding the estimated quantities, they are estimates only.

Estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and the increased funds are appropriated in the budget.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EACH PROPOSAL MUST BE SUBMITTED ON THE PRESCRIBED FORM AND all blank spaces on the proposal form for proposal prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID PROPOSAL TO BE DEEMED NOT RESPONSIVE AND BID PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.

BIDDER WILL COMPLETE THE WORK FOR THE FOLLOWING PRICE(S)

TOTAL OF BASE BID:

\$ _____

CONTRACT TIME AND LIQUIDATED DAMAGES

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time for completion of all work in shall be **X WORKING DAYS**, based on a Five (5) Day Work Week as provided in the General Conditions.

Bidder agrees to pay, as liquidated damages, the sum of Six hundred dollars and zero cents (\$600.00) for each work day, after the termination of the 60 Working Days as provided in the General Conditions.

PROPOSAL

Enclosed with this proposal is a bid bond for five percent (5%) of the TOTAL bid price including base bid(s), alternate(s) and option(s) which is agreed shall be collected and retained by the owner(s) as liquidated damages in the event this proposal is accepted by the Owner within thirty (30) consecutive calendar days after the date advised for the reception of bids and the undersigned fails to execute the contract and the required performance and payment bonds with the Owner within fourteen (14) consecutive calendar days after the date said proposal is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED BIDDER REPRESENTS TO THE CITY AND TO THE OTHER BIDDERS THAT HIS/HER BID, AND THE ESTIMATES ON WHICH IT IS BASED, HAS BEEN CAREFULLY CHECKED AND CONTAINS NO ERRORS, AND NOTHING HAS BEEN OMITTED OR OVERLOOKED IN DETERMINING THE AMOUNTS BID.

BIDDER'S NAME: _____
(AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

BY: _____
Signature

Date

Print Signer's Name & Title

Telephone

Fax

Address

City, State, Zip Code

Email Address

Physical Address of Business
(if different from above)

City, State, Zip Code

IF THE BIDDER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, _____, certify that I am the _____ Secretary of the corporation named as Bidder hereinabove; that _____, who signed the foregoing contract on behalf of the Bidder, was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

1-C-a

CERTIFICATION OF NONCOLLUSION

CERTIFICATION OF NON-COLLUSION

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

The bidder, being sworn, deposes and says, _____, the contractor, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Signature

Title

Date

I-D

BID BOND

**SECTION I-D
BID BOND**

THE STATE OF TEXAS }
COUNTY OF EL PASO }

SURETY'S NO.

KNOW ALL MEN BY THESE PRESENTS, that _____,
(hereinafter called the Principal), as Principal, and _____ as Surety, are hereby held and
firmly bound unto THE CITY OF SOCORRO, as Owner/Obligee (hereafter "Owner"), in the penal sum of
_____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

SIGNED, this _____ day of _____, 20_____.

The conditions of the above obligation are such that whereas the Principal has submitted to the City of Socorro a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the RIO VISTA COMMUNITY CENTER REHABILITATION PACKAGE 4A – BRACERO MUSEUM (B17), PROJECT NO. HP0968.2101.00, SOLICITATION NO. 24-04.

NOW, THEREFORE,

- a) If said bid shall be rejected, or in the alternate,
- b) If said bid shall be accepted and within fourteen (14) consecutive calendar days after the Principal has received notice of his acceptance, the Principal shall properly complete, execute, and deliver insurance certificates and a contract in the form approved by the Owner and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agree that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER MAY ACCEPT such bid, such extension to be upon notice to the Surety by the Principal.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal • Company Name

Signed by (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No. _____
Fax No.

Surety • Company Name

Signed by (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

USE BID BOND FORM ON

PAGE I-D-1

DO NOT SUBSTITUTE BID BOND FORM

NOTE:

THE BID BOND MUST BE SIGNED & SEALED

BY BOTH THE SURETY & THE PRINCIPAL

**ARTICLE I-D-1
AGENT RESIDENT DESIGNATION**

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

**PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04**

SURETY INFORMATION

_____, as Surety on the Bid Bond for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Section 3503.003 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

Surety Agent _____ (Seal)

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

I-E

SUPPLEMENTAL BIDDER INFORMATION

**SECTION I-E
SUPPLEMENTAL BIDDER INFORMATION
PART I**

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

1. The legal name and the business address of the bidder are:

2. The bidder is doing business as a: _____ (Sole Proprietorship, Corporation, Joint Venture, Partnership, Limited Partnership, Limited Liability Company, etc.) organized in the County of _____, State of _____, and is publicly / privately owned.
(Name of State)

3. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate line:

- | | | | |
|---------------------------------|-----------------------------------|-----------------------------------|---|
| <input type="checkbox"/> Black | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Oriental | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo | <input type="checkbox"/> Aleut | <input type="checkbox"/> White | <input type="checkbox"/> Pacific Islander |

4. The name, title and address of the owner, partner, or officers of the bidder are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|------|-------|---------|

5. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the bidder, and the nature of the interest are:

| NAME | TITLE | NATURE OF INTEREST |
|------|-------|--------------------|
|------|-------|--------------------|

6. The names, addresses and trade classifications of all other building construction contractors in which the bidder has a substantial interest are:

| NAME | TITLE | TRADE CLASSIFICATION |
|------|-------|----------------------|
|------|-------|----------------------|

**SECTION I-E
SUPPLEMENTAL BIDDERS INFORMATION
PART II**

STATEMENT OF INCORPORATED MATERIALS

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

SOLICITATION No. 24-04

BIDDER: _____

The successful Bidder shall be required to pay state sales tax on materials not incorporated into the completed project. Materials not incorporated into the completed project include, but are not limited to, the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract.

The Successful Bidder may be required to pay state sales tax on consumables used in construction contracts. Consumables are items used or consumed by a contractor on a project such as, but not limited to, non-reusable concrete forms, masking tape, corrugated cardboard, natural gas, and electricity.

It is the obligation of the Bidder to ascertain the amount of state sales tax to be paid and to include this amount in his/her bid submitted to the Owner.

The Successful Bidder is not required to pay state sales tax on materials incorporated into the completed project such as mortar, bricks, nails and caulk which are annexed to and become part of the completed project.

The State of Texas requires a "separated contract" for tax exemption purposes. The Bidder must separate or identify the amount of incorporated materials to be used in the completed project that are not subject to state sales tax. This form complies with the requirement.

The amounts entered for base bids, alternates and unit prices are the agreed contract prices for *incorporated materials which are not subject to state sales tax*.

The bidder shall maintain segregated record keeping for each Bid to meet applicable grant requirements for each bid. Accounting records and expenditure tracking should be maintained for Base Bid 1 (B17).

Base Bid 1: \$ _____

Base Bid Total: \$ _____

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS CONCERN:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

The City of Socorro utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas General Services Commission Small Business Programs, PO Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of Socorro Financial Services Department, Purchasing Division to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of Socorro Financial Services Department, Purchasing Division in writing of any changes to this application; i.e., change of address, change of class etc. The City of Socorro does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Financial Services Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

**CITY OF SOCORRO – City Clerk
VENDOR INFORMATION FORM**

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

___ Add ___ Update ___ Inactivate ___ Vendor ___ Contractual Employee ___ City of Socorro Employee

Send To: Sandra Hernandez, City Clerk: Telephone #: 915-858-2916 Fax #: 915-858-9288

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (_____) _____ Fax # (_____) _____

E-Mail Address: _____ Web Page: _____

VENDOR STATUS:

(Yes ___) (No ___) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)

(Yes ___) (No ___) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)

(___) Black Americans (___) Hispanic Americans
(___) Native Americans (___) Asian-Pacific Americans

(Yes ___) (No ___) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)

(Yes ___) (No ___) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)

(Yes ___) (No ___) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)

(Yes ___) (No ___) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF SOCORRO EMPLOYEES (IRS-Withholding not required for the following items)

___ Pension ___ Refund ___ Mileage ___ Reimbursement ___ Settlement ___ Travel Request ___ Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

___ Wages (Withholding / Default Class 7) ___ Juror (No Withholding / No Default Class)
___ Goods (No Withholding / No Default Class) ___ Services (Withholding / Default Class 7)
___ Settlement / Attorney Proceeds (Withholding / Default Class 14) ___ Rental Property (Withholding / Default Class 1)
___ Medical & Healthcare (Withholding / Default Class 6) ___ Stipend (No Withholding / No Default Class)
___ Garnishment Vendor (No Withholding / No Default Class) ___ Corporation (No Withholding / No Default Class)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM **CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

|

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date



PLANNING AND ZONING DEPARTMENT

AFFIDAVIT

THIS IS AN OFFICIAL PLANNING AND ZONING DOCUMENT – RETAIN WITH BID FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is _____. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am an authorized representative of the following company or Firm: _____

3. Listed below are all the names the company/firm uses and has used in the past and I attest that all such names describe the company currently submitting a response to Solicitation No. _____.

4. In addition to completing this Affidavit, I have included a copy of the Organization Certificate issued by the Secretary of State of the state in which the company was organized and if using a trade name in the solicitation documents other than the name under which the company was organized, a copy of the Assumed Name Certificate/DBA Certificate from the County.

5. **Note: This bidder understands that by providing false information on this Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of Socorro.**

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, _____.

NOTARY PUBLIC

PRINT NAME

MY COMMISSION EXPIRES



**City of Socorro
Planning and Zoning Department**

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PLANNING AND ZONING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "**Affiant**"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____ [Contracting Entity's Corporate or Legal Name] (hereafter, "**Contracting Entity**").
3. Affiant is submitting this affidavit in response to the following bid: _____ [Solicitation No. and Solicitation Name] which is expected to be in an amount that exceeds \$25,000.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):

For Non-Profit Entity (select below):

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.

Contracting Entity:

| | |
|----------------------------------|--|
| Name | |
| Business Address [No./Street] | |
| City/State/Zip Code | |
| Telephone Number | |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |
| Federal Tax ID Number | |
| Texas Sales Tax Number | |

5% Owner(s) (If none, state "None"):**

| | |
|----------------------------------|--|
| Name | |
| Business Address [No./Street] | |
| City/State/Zip Code | |
| Telephone Number | |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of Socorro (the "**City**"), the City may refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of Socorro.

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20_____.

Notary Public

Printed Name

Commission Expires

I-F

CONTRACTOR EXPERIENCE REFERENCE FORM

SECTION I-F
CONTRACTOR EXPERIENCE REFERENCE

Please provide a list of at least three construction projects that were performed by your organization within the **past three years**.

PROJECT INFORMATION REQUIRED – Please provide all the information requested and utilize additional sheets as necessary.

| | |
|-----------------------------------|-----------------|
| Name and Location of Project | |
| Owner's Name | Address |
| Phone Number | Email |
| Construction Value | Completion Date |
| Project Description/Scope of Work | |
| | |

| | |
|-----------------------------------|-----------------|
| Name and Location of Project | |
| Owner's Name | Address |
| Phone Number | Email |
| Construction Value | Completion Date |
| Project Description/Scope of Work | |
| | |

| | |
|-----------------------------------|-----------------|
| Name and Location of Project | |
| Owner's Name | Address |
| Phone Number | Email |
| Construction Value | Completion Date |
| Project Description/Scope of Work | |
| | |

I-G
PREVAILING WAGE RATES



**NOTICE OF CLARIFICATION
PREVAILING WAGE RATES**

“BUILDING” CONSTRUCTION

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

Prevailing Wage Rates for “Building” construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

- **The City of Socorro Prevailing Wage Rates applicable to this project**



CITY OF SOCORRO, TEXAS

**"BUILDING" CONSTRUCTION PREVAILING
WAGE RATES**

"General Decision Number: TX20220245 08/05/2022

Superseded General Decision Number: TX20210245

State: Texas

Construction Type: Building

County: El Paso County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

2 03/11/2022
3 08/05/2022

BOIL0074-003 01/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 29.47 | 24.10 |

ELEC0583-001 01/01/2022

| | Rates | Fringes |
|---|----------|------------|
| ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms/HVAC Temperature Controls)..... | \$ 24.00 | 5.25%+7.92 |

ENGI0178-005 06/01/2020

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 32.85 | 13.10 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 32.35 | 13.10 |

* IRON0084-011 06/01/2022

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 26.76 | 7.88 |

PLUM0412-001 04/01/2013

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER (Including HVAC Pipe Installation)..... | \$ 31.14 | 12.43 |

SFTX0669-002 04/01/2021

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 31.68 | 22.50 |

* SUTX2014-021 07/21/2014

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 16.17 | 0.00 |
| CARPENTER (Drywall Finishing/Taping Only)..... | \$ 12.81 ** | 0.00 |
| CARPENTER, Excludes Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation..... | \$ 13.51 ** | 3.29 |

| | |
|---|------|
| CEMENT MASON/CONCRETE FINISHER...\$ 13.02 ** | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 12.81 ** | 0.00 |
| ELECTRICIAN (Alarm Installation Only).....\$ 15.38 | 2.92 |
| ELECTRICIAN (HVAC/Temperature Controls Installation Only).....\$ 19.09 | 6.45 |
| ELECTRICIAN (Low Voltage Wiring Only).....\$ 15.38 | 2.92 |
| FENCE ERECTOR.....\$ 9.93 ** | 1.83 |
| FLOOR LAYER: Carpet.....\$ 12.81 ** | 0.00 |
| FLOOR LAYER: Vinyl Flooring.....\$ 12.87 ** | 0.00 |
| FORM WORKER.....\$ 12.57 ** | 1.03 |
| GLAZIER.....\$ 15.86 | 1.00 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....\$ 16.91 | 0.00 |
| IRONWORKER, REINFORCING.....\$ 15.60 | 0.00 |
| IRONWORKER, STRUCTURAL.....\$ 15.37 | 4.34 |
| LABORER: Common or General.....\$ 9.30 ** | 0.00 |
| LABORER: Driller.....\$ 14.12 ** | 1.01 |
| LABORER: Mason Tender - Brick...\$ 12.50 ** | 2.30 |
| LABORER: Mason Tender - Cement/Concrete.....\$ 10.82 ** | 0.96 |
| LABORER: Pipelayer.....\$ 11.00 ** | 3.47 |
| LABORER: Roof Tearoff.....\$ 10.06 ** | 0.00 |
| LABORER: Landscape and Irrigation.....\$ 10.00 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 14.43 ** | 0.74 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 13.93 ** | 0.00 |
| OPERATOR: Bulldozer.....\$ 18.29 | 1.31 |
| OPERATOR: Drill.....\$ 16.22 | 0.34 |
| OPERATOR: Forklift.....\$ 14.83 ** | 0.00 |
| OPERATOR: Grader/Blade.....\$ 19.50 | 1.05 |
| OPERATOR: Loader.....\$ 12.87 ** | 0.70 |
| OPERATOR: Mechanic.....\$ 17.00 | 0.00 |

| | | |
|--|-------------|------|
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 | 0.00 |
| OPERATOR: Roller..... | \$ 12.70 ** | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 12.50 ** | 0.00 |
| PIPEFITTER, Excludes HVAC Pipe Installation..... | \$ 18.15 | 0.98 |
| ROOFER..... | \$ 11.42 ** | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 23.56 | 3.60 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 21.13 | 6.53 |
| TILE FINISHER..... | \$ 11.22 ** | 0.00 |
| TILE SETTER..... | \$ 12.02 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 ** | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 ** | 4.11 |

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

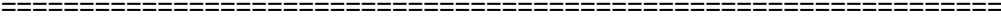
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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



END OF GENERAL DECISIO"

I-H

QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT

SECTION I-H
QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT

LETTER OF COMMITMENT

A bidder/offeror may provide a letter of commitment or other similar document signed by a duly authorized agent of a surety that meets the requirements for sureties contained in these bid documents and the general conditions of the construction contract, wherein the surety commits to issue the performance and all other bonds required by these bid documents and the general conditions of the construction contract. Said commitment document shall specify the bidder/offeror and the project that is the subject of these bid documents by name and shall commit to issuing such bonds in the full amount of the contract amount in the event the bidder/offeror is awarded the contract under the terms of these bid documents.

The letter of commitment is not a substitute for the bid bond.

A bidder/offeror who provides the above described commitment letter shall not be required to provide the financial statements that are required on the following pages.

A letter of commitment is not required at the time the bid is submitted but is required upon request by the City. The City may request the letter of commitment any time after opening the bids/offers and before submitting the proposed award of the construction contract to the Socorro City Council. Letter of commitment must be provided within five (5) consecutive calendar days of notification by the City. If the bidder/offeror does not provide the letter of commitment, then it must provide the financial information as specified in the pages that follow.

SECTION I-H

QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT

(To be provided by Bidder/Offeror within five days of request by Planning Director)

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO MUSEUM BUILDINGS (17 & 18)**

PROJECT NO. HP0968.2101.00

SOLICITATION NO. 24-04

BIDDER: _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

1. Organization

1.1 How many years has your organization been in business as a contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice-president's name(s) : _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership: _____
(if applicable)

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. Licensing

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration, proceedings or suits pending or outstanding against its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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

3.4.1 State total worth of work in progress and undercontract:

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

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

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

4. References

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

Name of Bonding Company: _____

Name of address of agent: _____

5. Financing

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Cash Flow Statement
- b. Notes to Financial Statement
- c. Auditor Statement
- d. Comparison Statements, if available
- e. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- f. Net Fixed Assets;
- g. Other Assets;
- h. Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- i. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).

5. Financing

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. Signature

6.1 Dated at _____ this _____ day of _____, 20____.

Name of Organization: _____

By: _____
Signature

Name printed or typed

Title: _____

6.2 _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

II-A

CONTRACT

**SECTION II-A
CONTRACT**

THE STATE OF TEXAS }
COUNTY OF EL PASO }

THIS AGREEMENT, made this__ day of __, __ by and between THE CITY OF SOCORRO, County of El Paso, Texas, hereinafter called "Owner", acting herein through its City Mayor, Ivy Avalos and _____(circle one of the following: a corporation, a partnership, an individual), located in: CITY OF _____, COUNTY OF _____ and STATE OF _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**RIO VISTA COMMUNITY CENTER REHABILITATION
PACKAGE 4A – BRACERO MUSEUM (B17)**

**PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04**

hereinafter called the "Project", for the sum of _____ Dollars and _____ Cents (\$ _____), and all extra work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the PLANNING DIRECTOR or designated representative, and as enumerated in Paragraph 1.5 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the "Notice to Proceed" and shall run thereafter for **X WORKING DAYS** based on a Five (5) Day Work Week as provided in the General Conditions. Contractor agrees to pay, as liquidated damages, sum of **600 HUNDRED DOLLARS AND ZERO CENTS (\$600.00)** for each consecutive working day after termination of 60 working days, as hereinafter provided in the General Conditions. The unit price quantities of this contract are estimated.

CONTRACT

IN WITNESS, WHEREOF, the parties to these presents have executed this Contract on the _____ day of _____, 20____ in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER – CITY OF SOCORRO

by _____
City Mayor

APPROVED AS TO FORM:

Contractor:

City Attorney

by _____

Typed Name & Title

APPROVED AS TO CONTENT:

Address, City, State, Zip Code

City Planner Development Director

Telephone Number Fax Number

If the Contractor be a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ Secretary of the corporation named as Bidder, hereinabove; and that _____, who signed the foregoing Contract on behalf of the Bidder was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

II-B

PERFORMANCE BOND

SECTION II-B

PERFORMANCE BOND

(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF SOCORRO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 2020 to construct RIO VISTA COMMUNITY CENTER REHABILITATION, PACKAGE 4A – BRACERO MUSEUM (B17), PROJECT NO. HP0968.2101.00, SOLICITATION NO. 24-04, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2020.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Signed By (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Surety - Company Name

Signed By (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

**INSERT
POWER OF ATTORNEY
AFTER
PERFORMANCE BOND**

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

II-C

PAYMENT BOND

SECTION II-C
PAYMENT BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF SOCORRO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct RIO VISTA COMMUNITY CENTER REHABILITATION, PACKAGE 4A – BRACERO MUSEUM (B17), PROJECT NO. HP0968.2101.00, SOLICITATION NO. 24-04, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall pay all claimants supplying labor and materials to him, or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

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

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name Signed By (*Principal Agent*) (Seal)

Address Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No. Fax No.

Surety - Company Name Signed By (*Surety Agent*) (Seal)

Address Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No. Fax No.

**INSERT
POWER OF ATTORNEY
AFTER
PAYMENT BOND**

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **A SEPARATE POWER OF ATTORNEY FORM MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

II-D

AGENT RESIDENT DESIGNATION

AGENT RESIDENT DESIGNATION

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

**PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04**

SURETY INFORMATION

_____, as Surety on the Performance and Payment Bonds for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Article 7.19-1 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

_____(Seal)
Surety Agent

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

II-E

INSURANCE REQUIREMENTS

SECTION II-E

NOTIFICATION TO CONSTRUCTION CONTRACTORS

INSURANCE REQUIREMENTS

Note: Refer to the Contract General Conditions Item 3L, Paragraph 4.3 for complete insurance requirements for this project.

1. Commercial General Liability, Property Damage Liability, and Vehicle Liability Insurance Requirements:

| | |
|--|--------------------------------|
| Commercial General Liability Bodily Injury | \$1,000,000.00 each person |
| Property Damage | \$1,000,000.00 each occurrence |
| General Aggregate | \$2,000,000.00 |
| Vehicle Liability (<u>Any Auto</u>) Combined Single Limit | \$1,000,000.00 |

2. Builder's Risk Insurance (fire and extended coverage) for certain projects is required for 100% of the completed value only when designated on p. II.E.1.A

3. The City of Socorro shall be named as an *Additional Insured* on all insurance policies except Workers' Compensation Insurance Coverage shall be provided by endorsement to the policy of insurance. The project name, type, amount, class of operations covered, effective dates and dates of expiration of policies shall be shown on certificate.

4. Statutory Texas Workers' Compensation Insurance Coverage:

Workers' Compensation policy shall be endorsed to provide that the insurer waives any right of subrogation it may require against the Owner, the Architect/Engineer of Record and Construction Manager where applicable, see General Conditions Item 3L, Paragraph 4.3.

5. A 30-day notice of policy cancellation or material alteration.

6. Important:

The language of the cancellation notice must substantially contain the **unconditional** statement: "Should any of the described policies be canceled or materially altered before the expiration date, the issuing company shall provide thirty (30) days written notice to the Owner-City of Socorro by certified mail." The words "**endeavor to notify**" and "**failure to notify shall impose no obligation or liability upon the company ...**" are not acceptable.

SPECIAL NOTE:

Worker's Compensation, Waiver of Subrogation, City of Socorro named as an Additional Insured and the 30-day cancellation notice must all be done through endorsement by the insurer. The document may be an endorsement, a rider or an amendment to the policy and it must include the policy number.

Builder's Risk Insurance (fire and extended coverage) **IS REQUIRED** for:

**RIO VISTA COMMUNITY CENTER REHABILITATION
REHABILITATION PACKAGE 4A – BRACERO
MUSEUM BUILDINGS (17 & 18)**

**PROJECT NO. HP0968.2101.00
SOLICITATION NO. 24-04**

INSERT

INSURANCE CERTIFICATE

HERE

- BUILDER'S RISK COVERAGE REQUIRED FOR ALL BUILDING PROJECTS
- CITY OF SOCORRO MUST BE SHOWN AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY
- WORKERS' COMPENSATION CERTIFICATE MUST SHOW A WAIVER OF SUBROGATION AGAINST THE OWNER/CITY, ARCHITECT/ENGINEER AND CONSTRUCTION MANAGER, WHERE APPLICABLE
- ALL ENDORSEMENTS MUST CONTAIN THE FOLLOWING UNCONDITIONAL STATEMENT REGARDING CANCELLATION:
"Should any of the described policies be canceled or materially altered before the expiration date, the issuing company shall provide thirty (30) days written notice to the Owner-City of Socorro by certified mail." The words "*endeavor to notify*" and "*failure to notify shall impose no obligation or liability upon the company...*" are not acceptable

II-F

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

SECTION II-F

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

LG Project Number: _____

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

| Name | Social Security Number |
|-------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. Please check the box below if no individual owns 25% or more of the business.

No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

APPENDIX B
ARPA ADDENDUM

APPENDIX B

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Socorro by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Socorro, according to the City's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

- 1. Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the City of Socorro. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- a. The Contractor agrees to provide the City of Socorro, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- b. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for

all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Socorro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For

purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

I _____ (name/title) of _____ (company name), have read and understand the contractor requirements for ARPA-funded contracts.

Signature of Contractor's Authorized Official

Date: _____

(Print name of person signing above)

(Title of person signing above)

- This form is required only for Contracts, Grants, Loans, Transfers, or Direct Payments equal to or greater than \$50,000 -

| | |
|--|--|
| Subrecipient identifying and demographic information (e.g., UEI/TIN number and location) | |
| Award number (e.g., Award number, Contract number, Loan number) | |
| Award date, type, amount, and description | |
| Award payment method (reimbursable or lump sum payment(s)) | |
| For loans, expiration date (date when loan expected to be paid in full) | |
| Primary place of performance | |
| Related project name(s) | |
| Related project identification number(s) (created by the recipient) | |
| Period of performance start date | |
| Period of performance end date | |
| Quarterly obligation amount | |
| Quarterly expenditure amount | |
| Project(s) | |
| Additional programmatic performance indicators for select Expenditure Categories | |

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's Authorized Official

(Print name of person signing above)

(Print title of person signing above)