

REQUEST FOR BIDS

CITY OF CONROE

**CITY OF CONROE PUBLIC WORKS
UTILITY RIGHTS OF WAY AND UTILITY EASEMENTS
MOWING SERVICES BID #12419**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

BIDS DUE THURSDAY JANUARY 24, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids, one (1) original and three (3) copies, for the Public Works Utility Rights of Way and Utility Easements Clearing and Mowing Services Bid. The proposals shall be appropriately marked “**Public Works Utility Rights of Way and Utility Easements Clearing and Mowing Services Bid.**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Proposals will be publicly opened and read on **Thursday January 24, 2019 at 2:00 p.m.** in the 3rd Floor conference room at City Hall (300 West Davis).

Instructions for downloading specifications and bidding documents from Vendor Registry are on the City of Conroe Website, www.cityofconroe.org , Departments, Purchasing.

Bids must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond. A maintenance bond and a payment bond, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids and to waive informalities in submission of proposals. The City of Conroe also reserves the right to award this proposal to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City taking certain evaluation factors into consideration as set forth in the this proposal.

1/7/19 & 1/14/19

CITY OF CONROE, TEXAS



UTILITY EASEMENT MOWING PROJECT

This project consists of clearing and mowing the City of Conroe's utility easements. The project will be bid in 3 phases. The list of easements referred to as Attachment A has been prioritized and split into 2 groups of approximate acreage. Group 1 will be bid and completed within calendar year 2019. Group 2 will be bid and completed within calendar year 2020. Once each group has been cleared both groups will be bid together in calendar year 2021 to be maintained or mowed each year thereafter.

City of Conroe
401 Sgt. Ed Holcomb Blvd.
Conroe , Texas 77304

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids, one (1) original and three (3) copies, on the prescribed forms or copies thereof, in a sealed envelope marked "**Public Works Utility Rights of Way and Utility Easements Clearing and Mowing Services Bid #12419**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Questions and Inquires:

Bidders desiring further information or interpretation must request such information or interpretation from:

Bid Questions:

Specification Questions:

Kristina Colville, Purchasing Manager
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3830

Daniel Roberts, Water and Sewer Superintendent
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3808

3. Submission of Bids:

Four (4) sets of each proposal shall be submitted (one (1) original and three (3) copies) to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: January 24 @ 2:00 PM

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX. 77301

4. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

5. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

6. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

7. Bid Evaluation and Award:

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the **Best Value** to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|---|---------|
| a) Proposed cost of services. | 20 Pts. |
| b) Meets all qualifications described herein. | 30 Pts. |
| c) Past experience and relationship with the City | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 15 Pts. |
| d) References of current customers. | 15 Pts. |

8. Reimbursements:

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

9. Termination of Services:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

10. Term of the Contract and Renewals:

Group 1, on attachment A will be completed in calendar year 2019.

11. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Reimbursements:

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

14. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. Conditions of Conduct:

At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

16. Ethical Standard

No City official or employee shall have interest in any contract resulting from this bid. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to "Project Number and Title" on the 1295 form. Example forms are included with this Bid.

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**

The four forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the Bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

17. Conditions of Work:

Bidders are expected to be fully informed of specifications and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

18. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

19. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed. The City shall be an additional named insured under the Contractors policy, which may not be reduced or terminated without ten (10) days written notice to the City.

	COVERAGE	LIMITS
A.	Worker's Compensation	- Minimum required by Texas Law
B.	Employer's Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section prior to commencing any work under this agreement.

20. Independent Contractor Relationship:

The Bidder is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Bidder nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Bidder selected by this Bid will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

21. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

22. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent

qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

23. Unit Prices: The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

24. Change Orders: The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

25. Violation of Contract, Law or Ordinances:

In the event the consultant, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the Public or City personnel, the said contractor shall be required to remove any such person from participating in this contract.

26. Payment: Payment will be scheduled within thirty (30) days upon receipt of an original invoice for the services provided in accordance with the terms and conditions of the award.

27. Minimum Standards for Prospective Bidders:

A prospective offeror must affirmably demonstrate their ability to meet the following requirements. The City may request representation and other information sufficient to determine the offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

**CITY OF CONROE PUBLIC WORKS DEPARTMENT
UTILITY EASEMENT MOWING SPECIFICATIONS**

SCOPE: It is the intent of the City of Conroe to secure competitive bids to mow along various utility easements located within the City limits. The below list of specifications should be used to prepare bids. Attached you will find a complete listing of all areas to be considered in this proposal.

SPECIFICATIONS:

1. Vendor will provide all equipment, materials, labor and incidentals necessary for identifying, surveying and mowing the right-of-ways listed in Attachment A.
2. Project will be bid in 3 phases. Group 1 on Attachment A will bid and be completed within calendar year 2019. Group 2 on Attachment A will be bid and completed within calendar year 2020. Both group 1 and 2 will then be combined, bid and completed within calendar year 2021.
3. Proposed mowing areas contain various terrains. Areas should be maintained in sequence as shown in Attachment A.
4. Pricing for contract shall include 4 tiers found on Exhibit "B": Major, Minor, Maintenance (mowing) and surveying. Areas considered to be major will include complete deforestation consisting of large trees and/or brush. Areas considered to be minor will include small diameter trees and/or brush. Areas considered to be maintenance/or mowing will include small brush, weeds or grass. Over 80% of the existing easements are considered major at this time. The percentage of tier work performed is expected to shift as the easements become increasingly more manageable.
5. The clearing and/or mowing will be completed twice yearly. Once during the month of March and once during the month of September.
6. The contractor is responsible for any damage caused while working at City facilities or on City right of ways. This shall include repairing of ruts, damages to structures, vehicles and equipment within and around mowing location. The contractor must notify City staff immediately if any type of damage occurs.
7. Payment will be made upon completion of the specified mowing for areas shown in Attachment A and have been verified acceptable by City personnel.
8. This maintenance program will range from mowing to completely re-clearing the property and grinding the trees and vegetation. No digging for stump removal or any other reason will be performed. Large trees and or brush shall be removed as close to the ground as possible and ground on site.
9. The City of Conroe will provide a base map of the easements using COGO point files but it is the responsibility of the contractor to identify, stake, survey and stay within the easements. Specific spot verification of the easement locations can be confirmed with City of Conroe staff as needed.
10. Routine Duties:
 - 10.1 Remove trash and debris before maintenance.
 - 10.2 Maintain areas and trim vegetation to ensure right of way width.
 - 10.3 Trim (weed eat) around obstacles within easement right of ways (i.e.: signs, culverts, utility poles fire hydrants, manholes, fence lines, guard railing, etc.).
 - 10.4 Herbicides may be used to control weeds, with prior City approval and minimal damage to surroundings.
11. Work will only take place during normal business hours Monday-Friday 8:00 a.m. to dark. Permission to work during any other timeframe will require written City of Conroe approval prior to Thursday of the week being requested.
12. It is the responsibility of the contractor to notify all other utilities that may be in shared easements or right of ways before work takes place during each mowing cycle. The City of Conroe is not responsible for damages to private property.
13. The City of Conroe can at any time remove and/or add sections as needed due to changing circumstances.

14. Sub-contractors name, qualifications and references shall be attached to proposal and submitted at time of bid.

Utility Easement Mowing Locations

Name	Location	Length	Avg. Width	Acre
GROUP 1			(Verify)	
Stewart Creek Trunk Southeast 48"	Stewarts Forest subdivision to Hwy 105	19741	20	9.06
Stewart Creek Trunk Northeast 36"	Hwy 105 East to North Loop 336	9901	20	4.55
Stewart Creek 15"	Southmore to 48" trunk @ Stewart Creek	3200	20	1.5
Upper Stewark Creek	N Loop 336 to Silver Springs	22430	20	10.3
Little Caney Branch	N Loop 336 to FM 3083 (Robinwood)	2732	20	1.25
Little Caney Creek Main Trunk	S Loop 336 to Dallas St	15390	20	7.06
Little Caney Creek Avenue M	Avenue M to FM 3083	3500	20	1.61
West Trunk 54"	WWTP to Owen Dr	7980	20	3.66
Alligator Creek	Water plant 7 to FM 2854	8765	20	4.02
Boggie Creek 51"	Owen Rd to Hwy 105	18382	20	8.45
GROUP 2				
Lower Stewart Creek	Ave M through Dugan to Ave F	2600	20	1.19
West Trunk	S Loop 336 to Lakeshore Dr (Artesian)	1300	20	0.6
Live Oak Creek	S Loop 336 to FM 2854 (West of Pinewood Forest)	4265	20	1.96
Little Caney Creek	Hwy 105 to Beasley Rd	2300	20	1.06
Lower Stewart Creek	End of E Semands St to Jail	2300	20	1.06
Lower Stewart Creek	End of Hilbig to 36" trunk behind Briar Grove	2322	20	1.07
Little Caney Branch	End of Derby Dr (Robinwood) to Lone Star Transmission	2000	20	1.06
Upper Stewark Creek	FM 3083 North in between Conroe Park and Pollok	4500	20	2.07
Upper Stewart Creek	Tom Stinson north to end of line	3400	20	1.56
Upper Stewart Creek	RR Tracks west to Frazier & up to Sunset	6840	20	3.14
Upper Stewart Creek	Frazier west behind Parsley Rd and north to League Line	7000	20	3.21
West Fork White Oak Creek	FM 830 S to Pine Springs	14495	20	6.65
White Oak Creek	Pine Springs S to Hwy 105 W	9645	20	4.43
White Oak Creek	Hwy 105 W S to Memorial Dr	4100	20	1.88
White Oak Creek	N Farm to Market 3083 W S to Longmire Rd	6644	20	3.05
White Oak Creek	Post Ridge Dr S to Pine Springs	6564	20	3.01
Boggie Creek	LaSalle Ave to Longmire Way	5940	20	2.73
Boggie Creek	Hart Rd to West Fork Golf Course	4054	20	1.86

37.6 Miles

93 Total Acres

EXHIBIT “B”

BID PROPOSALS FOR

UTILITY EASEMENT MOWING

CITY OF CONROE, TEXAS

PROPOSAL WILL BE RECEIVED UNTIL 2:00 PM ON JANUARY 24, 2019

TO: The Honorable Mayor and City Council Members, City of Conroe, Texas 77301

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the contract documents, specifications and plans, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all materials and all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work called for in the plans and specifications in the manner prescribed therein, and for the prices set forth in the attached bid sheets.

It is understood that the work to be done will be paid for at the bid unit price or bid lump sum price as hereinafter established for each item of work, subject to the provisions of the General Condition's governing increases or decreases of bid quantities.

It is further understood and agreed that the work is to be substantially completed within ___ calendar days* and completed in full within ___ calendar days* after notification to proceed, and that the undersigned proposes to begin work within ten (10) days after notification to proceed.

The City reserves the right to reject any and all bids, any and all informalities, and to accept any Bid deemed advantageous to the City. The City shall disregard all conditional bids or counter proposals. All bids received after the specified time shall be returned to the bidder unopened.

It is understood that in the event any changes are ordered to be made in any part of the work, the unit prices shall apply as additions to, or deductions from the prices for the parts of the work so changed. Proposal quantities are estimated only. Payment shall be made in accordance with unit prices for actual constructed quantities.

The undersigned also agrees to enter into a contract with the City of Conroe prepared in accordance with the bid forms for the construction of the work bid upon, and to furnish necessary performance, statutory payment, and maintenance bonds in an amount equal to the amount of the bids.

It is understood that in the event the undersigned fails to enter into such contract and to furnish such bonds, within 15 days of the issuance of a "Notice of Award", he will forfeit the certified check, cashier's check, or bid bond.

Official Bidder's Bond, signed by both Surety and Bidder, cashier's check or certified check in the amount of ten percent (10%) of total bid must accompany each proposal.

* Must be filled in by Contractor and shall not exceed **180** days.

**BID PROPOSAL
UTILITY EASEMENT MOWING**

Item No.	Item With Unit Bid Price Written in Words	Unit Of Measure	Approx. Quant.	Unit Price	Extension
1.	Major Clearing				
2.	Minor Clearing				
3.	Maintenance/Mowing				
4.	Surveying				

**BID PROPOSAL
UTILITY EASEMENT MOWING
CONROE, TEXAS**

NOTES:

1. Contractor shall coordinate their work with all other utility companies and shall be responsible for any damages that they cause to any utilities and/or private property.
2. The Contractor certifies that he/she included in the bid additional costs of all items that are not separately shown on the proposal and that are necessary to complete this project i.e. mobilization, signs, project maintenance, clean up, and all other related works that are not specifically stated.
3. Any work that is not specifically detailed shall be constructed in accordance with City of Conroe Specification manual with the exception of measurement and payment if not shown on a proposal item it shall be considered as a subsidiary item to others that are shown on the proposal.
4. Payment of lump sum items shall be made proportional to work completed (dollar value) and/or by approved schedule of values (provided with bid package).
5. Quantities shown on the proposal are approximate and only those items measured in the field shall be paid for as called in the proposal. Lump sum items shall not be measured for payment.
6. Contractor will be responsible for clearing and maintaining access within easement/R.O.W.

TOTAL BASE BID ITEMS 1 – 4: \$ _____

_____ Dollars _____ Cents

Company: _____

Signature: _____

Title: _____

**DOCUMENT 00520
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

PAYMENT BOND

Bond Identification No. _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date



5

1

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2

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4





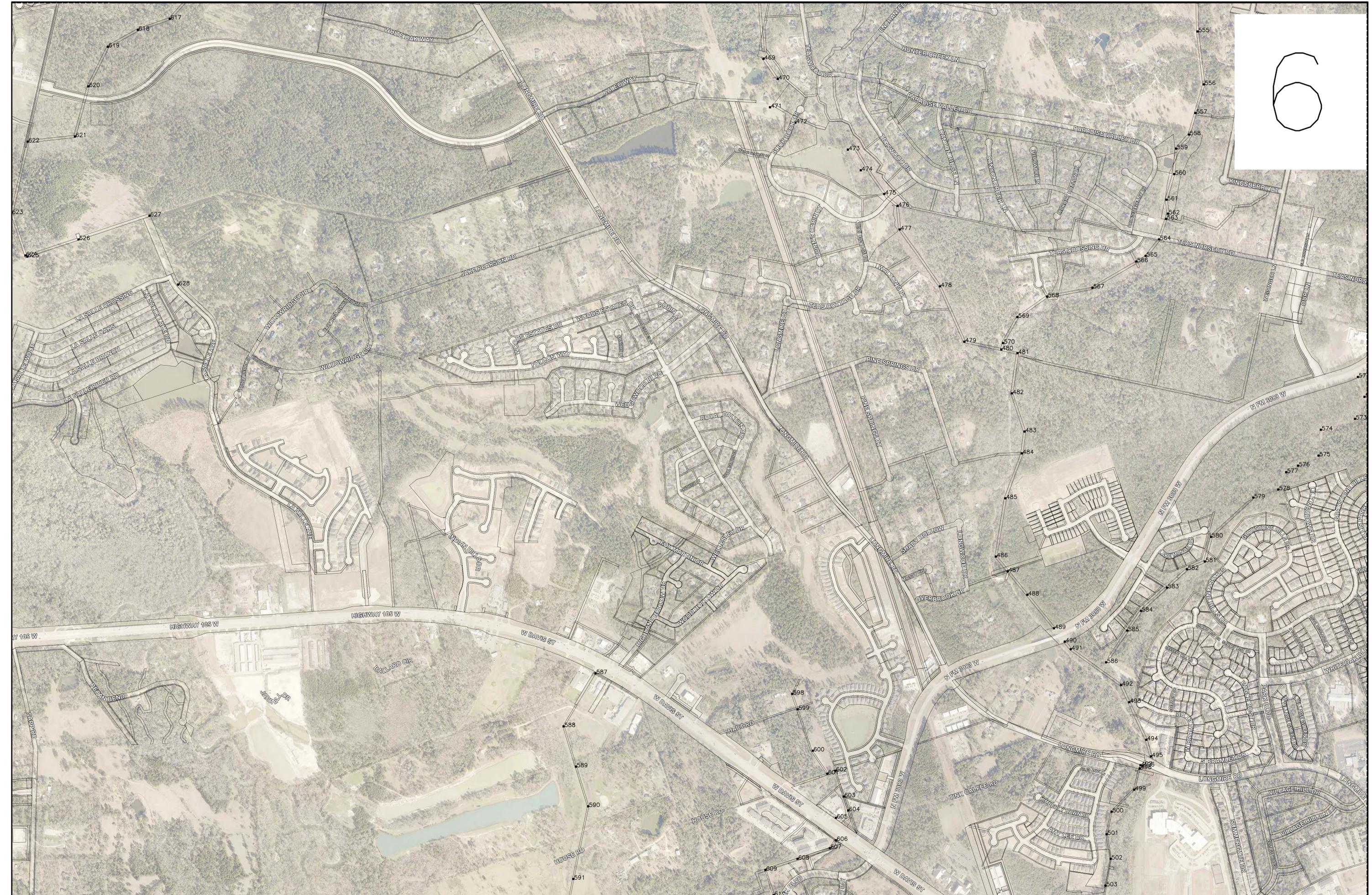
3



5



6



7



DRAFT FIGURE 2.1
CITY OF CONROE
WASTEWATER MASTER PLAN
EXISTING WASTEWATER SYSTEM

LEGEND

- Rain Gauge
- Flow Meter Location
- Wastewater Treatment Plant
- Private Lift Station
- Public Lift Station
- Manhole
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- 8" and Smaller Force Main
- 10" and Larger Force Main
- 8" and Smaller Private Wastewater Line
- 10" and Larger Private Wastewater Line
- Road
- Railroad
- Stream
- Lake
- Parcel
- Utility Map Grid
- Conroe City Limit
- Conroe ETJ Boundary
- Other City Limit

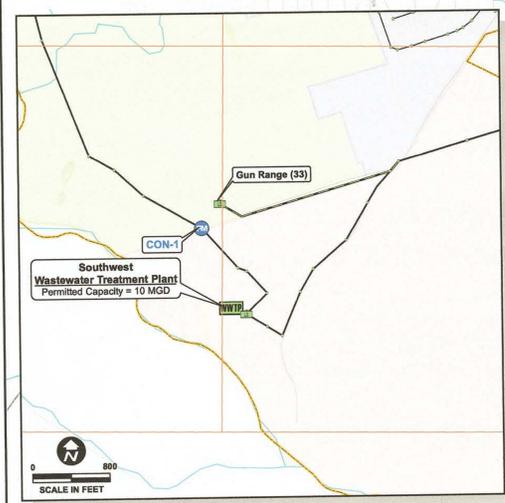
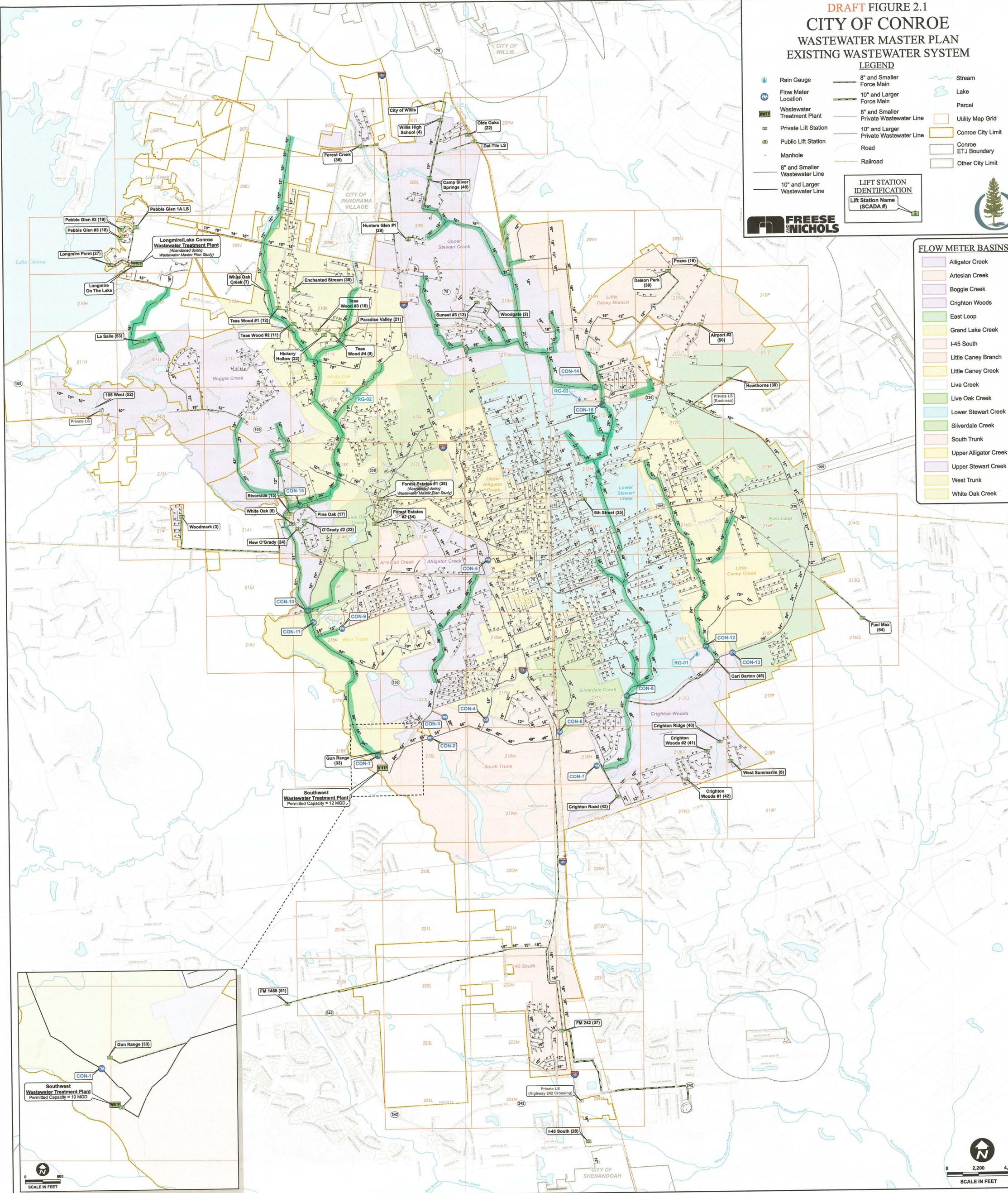
LIFT STATION IDENTIFICATION

Lift Station Name (SCADA #)



FLOW METER BASINS

- Alligator Creek
- Artesian Creek
- Boggie Creek
- Crighton Woods
- East Loop
- Grand Lake Creek
- I-45 South
- Little Caney Branch
- Little Caney Creek
- Live Creek
- Live Oak Creek
- Lower Stewart Creek
- Silverdale Creek
- South Trunk
- Upper Alligator Creek
- Upper Stewart Creek
- West Trunk
- White Oak Creek



Southwest Wastewater Treatment Plant
 Permitted Capacity = 12 MGD

SCALE IN FEET

SCALE IN FEET

Created by Freese and Nichols, Inc. on 10/20/2010. Project: CONROE, TEXAS - WASTEWATER MASTER PLAN. Drawing: EXISTING WASTEWATER SYSTEM. Scale: 1" = 1000'. Date: 10/20/2010.

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