



## **REQUEST FOR BID**

**CITY OF ANGLETON HAULING OF CLAY, SAND,  
EARTHEN COVER MATERIALS & STOCKPILING**

**BID NO. 2023-05**



## REQUEST FOR BID

The City of Angleton is seeking a qualified and properly equipped contractor to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others. The City of Angleton will accept sealed bids until 2:00 p.m. on Monday, July 17, 2023, at the following address:

**Attention: Michelle Perez  
City Secretary's Office  
121 South Velasco Street  
Angleton, TX 77515**

## SUBMISSION

All sealed REQUEST FOR BID should include all documents as required. The bid shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit one copy and one electronic version (thumb drive preferred).

**FACSIMILIE OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED.**

Submission of bid:

Bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>

Mail/hand deliver to: Office of the City Secretary  
121 S Velasco  
Angleton, Texas 77515  
Bid No. 2023-05  
Closing: 2:00 P.M., Monday, July 17, 2023 (CST)

Label Envelope: **"Bid No. 2023-05: City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling"**

## CLOSING

ALL RESPONSES MUST BE RECEIVED IN THE CITY OF ANGLETON CITY SECRETARY'S OFFICE BEFORE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

## LATE SUBMISSIONS

Bids received in the City Secretary's Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary's Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

## QUESTIONS

Any questions, Technical and/or Non-Technical pertaining to this bid must be submitted to Megan Mainer, [mmainer@angleton.tx.us](mailto:mmainer@angleton.tx.us). The deadline to ask questions is Monday, July 10, 2023, at 12:00 noon (CST). Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the

submission deadline. Any material information given to one proposer concerning a bid will be furnished by an addendum to all proposers who have been issued the Request for Bid.

## **BACKGROUND**

This is a contract with the City of Angleton to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others.

Currently, Concourse Development LLC is excavating the pond on the northern tract of Freedom Park, accessed from North Valderas, for offsite retention/detention for the Windrose Green residential subdivision. Developers may have excess clay, sand, earthen cover materials that could be utilized to raise the elevation of sports fields at BG Peck Soccer Complex owned by the City of Angleton located at 709 Kelly Boulevard, Angleton, TX, 77515. Dirt needed to raise the elevation of sports fields is estimated to be 14,500 cubic yards and the hauling and dumping is anticipated to include at least 14,500 cubic yards of dirt.

The contractor bid must include the cost for hauling, dumping, and stockpiling dirt at BG Peck Soccer Complex located at 709 Kelly Boulevard, Angleton, TX, 77515. The contractor will be hauling from a residential area to city property. The contractor must have reliable equipment to complete the work specified. The contractor will travel a varied route as approved and communicated by the City. The successful contractor should be able to move as much as 2,500 cubic yards daily during the contract term. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses will be waived.

This contract shall commence upon approval by the City Council. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

## **SCOPE OF WORK**

A qualified and properly equipped contractor, with proven history of hauling materials efficiently and safely, will be selected to haul clay, sand, earthen cover materials from Freedom Park to BG Peck Soccer Complex and stockpile it in a designated area to be determined by city officials. Clay, sand, and earthen cover materials are to be loaded by others.

### **1) HAUL EXCAVATED MATERIAL:**

- a. Concourse Development LLC will be responsible for loading the trucks of the selected company to haul clay, sand, or earthen material to city property.
- b. The selected contractor is responsible for ensuring material hauled daily is clean earthen material. It may not have any vegetative, root, or other contamination. It may not contain rocks and may not be recycled from another use. It must have some clay type properties which will not allow the material to blow away in the wind.
- c. The contractor shall move as much as 2,500 cubic yards daily.
- d. The contractor shall report daily the number of cubic yards delivered daily to the designated city appointed Project Manager.
- e. The contractor shall complete the project within two weeks; unless both parties agree to an extension.
- f. The contractor shall provide all required equipment to haul clay, sand, or earthen material from the northern tract of Freedom Park to BG Peck Soccer Complex.
- g. Compacted in place volume must measure 14,500 cubic yards.
- h. Attachments F - BG Peck Soccer Complex Route & Distance and G - Stockpiling Location are provided to assist with hauling bid calculation.

### **2) STOCKPILING**

- a. The contractor shall stockpile clay, sand, or earthen material at BG Peck Soccer Complex in a designated area provided by the city appointed Project Manager.
- b. Stockpiled clay, sand, or earthen material shall be located out of the public use areas at the close of business each day.
- c. The contractor is responsible for providing all required equipment (e.g. bulldozer) to stockpile clay, sand, or earthen material at BG Peck Soccer Complex. The contractor is permitted to secure a subcontractor if needed.
- d. The contractor is responsible for ensuring subcontractors hired meet the same requirements as the contractor outlined in the General Specifications and Acknowledgement section of this document.

### **3) PROTECTION**

- a. The contractor will be responsible for securing the area where work is taking place on city property at both pickup and drop off locations as well as coordination of all work so as not to create any undue interruptions of the normal operation of the area.
- b. The contractor is responsible for coordinating with the city appointed Project Manager.

### **4) EQUIPMENT**

- a. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- b. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
- c. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

### **5) SITE RESTORATION**

- a. The contractor will be responsible for the repairs or other damages that might be caused during the execution of this contract.
- b. Site cleanup shall take place at the end of each day and at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. No track-out or dirt or mud will be left on city or private streets.

### **BID REQUIREMENTS**

City of Angleton reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if the owner believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Angleton.

Owner also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, Angleton reserves the right to consider the most advantageous bid thereof or to reject the bid.

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.

Addenda to the specifications shall be considered part of the contract documents. The bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

The bidder is required to submit three (3) references of previous projects of similar or like nature.

Bid prices shall be firm 90 days from bid opening.

Evaluation of bids considers the following: price, quality, timeline, product quality and vendor’s experience, historically underutilized business (HUB) status, and location in proximity to City of Angleton.

Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.

All Bid pricing must be made on the Bid Tabulation Form. All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder’s initials column with either the bidder’s initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.

A conditional Bid may be cause for rejection.

Late submittals will be rejected without consideration.

**THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.**

**ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.**

A Bid Bond is required for this project. All bids shall be accompanied by a cashier’s check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

The contractor is required to provide the City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the City of Angleton and are to be included in the total project cost(s).

Any questions about the meaning, the intent or the specifications must be inquired by the bidder in writing by 12:00 p.m. Monday, July 10, 2023. E-mail all questions to Megan Mainer, [mmainer@angleton.tx.us](mailto:mmainer@angleton.tx.us). Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Bid Tab Page.

**Completed Bids, references and acknowledgement of the general specifications must be received by Office of the City Secretary, Attention: Michelle Perez, City Secretary’s Office, 121 South Velasco Street, Angleton, TX 77515, no later than 2:00 p.m. Monday, July 17, 2023.** Please mark outside of sealed bid packaging: “City of Angleton 2023-05 Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling”.

All companies bidding on this project must include the information outlined in the **BID SUBMISSION CHECKLIST, Addenda G**, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.

All email correspondence should be referenced “City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling” in the subject line for proper tracking and to ensure inclusion in addenda.

**BID ASSESSMENT PRIORITIES**

The City and Parks & Recreation Department seek to find the lowest qualified contractor at the lowest price for the Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling. Bids will be gauged based on the following in order of priority: Overall cost, best guarantee of workmanship and product, bidder qualifications and history of similar work performed, timeline, historically underutilized business status, and locality.

OVERALL COST	35%
GUARANTEE WORKMANSHIP & PRODUCT	25%
BIDDER QUALIFICATIONS & SIMILAR WORK HISTORY	13%
TIMELINE	12%
HUB STATUS	10%
LOCALITY	5%
<b>TOTAL</b>	<b>100%</b>

All bids will be evaluated by a panel consisting of City Staff.

Bids that rate high enough may be invited to participate in a finalist interview to clarify their applications and answer additional questions raised by the panel.

The selected bidder will be recommended to the Angleton Better Living Corporation and City Council for approval and award of a contract.

All vendors are required to register with the City of Angleton.

The City of Angleton will submit payment to the contractor within 30 days of receiving the contractor’s invoice. The invoice shall include the period of service, itemize services provided and determined monthly amount.

**PROJECT SCHEDULE**

The Contractor will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

Request for Bid is released	Sunda, July 2, 2023
Deadline for Questions	Monday, July 10, 2023
Submissions due by 2:00 PM	Monday, July 17, 2023
Present Contract to Angleton Better Living Corporation	Monday, July 24, 2023
Present Contract to City Council	Tuesday, July 25, 2023
Estimated Start Date	August 2023

## REQUIRED COMPLETION OF APPLICABLE ATTACHMENTS

- General Specifications and Acknowledgement
- Bid Tabulation Form
- Attachment A - Site Visitation Form
- Attachment B - Conflict of Interest Questionnaire
- Attachment C - References
- Attachment D - Insurance Requirements
- Attachment E - Bond

**ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION**

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://angleton.tx.us/343/Public-Notices>

General Specifications and Acknowledgement \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

Bid Tabulation \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

Addenda \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2023  
MM DD

## GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

**Bidder shall complete every space** in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	
<b>Working in Angleton</b>		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
<b>Standard of Conduct</b>		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	
8	Equipment must be well maintained and in good condition.	
<b>Contractor's Responsibility</b>		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. The City of Angleton permit fees will be waived.	
10	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	
11	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
12	Contractor should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, the bidder should at once notify Angleton and obtain clarification prior to submitting a bid.	

13	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on job site.	
14	All construction management and administration shall be included.	
15	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
<b>Insurance and Taxes</b>		
16	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
17	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It is required that the required insurance be maintained at all times during the performance of the contract.	
18	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
19	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
20	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
<b>Communication</b>		
21	Contractor shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with the appointed Project Manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	

	<b>Bonds</b>	
22	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
23	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).	
	<b>Sub-contractors</b>	
24	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
	<b>Certificate of Interested Parties &amp; Conflict of Interest Questionnaire</b>	
25	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
26	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	
	<b>Compliance with Laws</b>	
27	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.	
28	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
29	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
30	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
	<b>Payment</b>	
31	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.	
	<b>Qualifications</b>	
32	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description	

	Project start and end dates Client project manager name, telephone number and e-mail address	
33	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
34	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
35	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
	<b>Approvals</b>	
36	An award of contract is subject to City of Angleton City Council approval.	
	<b>Project Scope</b>	
37	All project management and administration shall be included.	
38	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
39	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	
40	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
41	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	

**CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL & STOCKPILING**

**Bid Tabulation Form**

*\*Proposal is required to disclose itemized costs*

PROJECT	UNIT	# UNITS	COST
HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL	CY	14,500	\$
# OF VEHICLES DEDICATED TO PROJECT	DUMP TRUCK(S)		NA
ESTIMATED TIME FOR COMPLETION	DAYS		NA
STOCKPILING OF CLAY, SANDCOVER MATERIAL	LUMP SUM	1	\$
BID BOND	LUMP SUM	1	
PAYMENT BOND	LUMP SUM	1	
TOTAL			\$

**City of Angleton Bidder Acknowledgement**

I, \_\_\_\_\_, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

	<b>Date</b>
<b>Signature</b>	<b>Name (please print)</b>
<b>Title</b>	<b>Company Name</b>
<b>Address</b>	<b>Phone Number</b>
<b>E-mail address</b>	<b>Cell Phone Number</b>

**ATTACHMENT A - CITY OF ANGLETON HAULING OF CLAY, SAND, EARTHEN COVER MATERIAL & STOCKPILING**

Visit to Freedom Park northern tract and BG Peck Soccer Complex where hauling of clay, sand, earthen material and stockpiling will take place as required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deemed unresponsive.

I, \_\_\_\_\_, certify that I inspected the site regarding the **City of Angleton Hauling of Clay, Sand, Earthen Cover Materials & Stockpiling**.

\_\_\_\_\_  
Date of Visit

\_\_\_\_\_ am/pm \_\_\_\_\_ Time of Visit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> 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.</p>		
<p><b>6</b> <input type="checkbox"/> 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).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

**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.

## ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

2. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

3. Agency/Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

## ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - a. XCU Coverage,
  - b. Contractual Liability Coverage,
  - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
  - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
  - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
  - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.
- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

**ATTACHMENT E - BID BOND SAMPLE**

**BID BOND – Sample - (Bid Bond Required with Bid Submittal)**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in 10% of Principal's Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS the above-named Principal submitted a bid for \_\_\_\_\_.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

By: \_\_\_\_\_ (Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_

(Address)



Search



FM 521

CR 44

FM 523

298

CR 339

CR 48

FM 523

CR 341

W Henderson Rd

N Velasco St

Carr Road

CR 340

Anchor Road

Nolan Ryan Expy

BG PECK PARK  
14,500 CUBIC  
YARDS



4.22 mi

click for km



Search

Soccer Complex, Kelly Boulevard, Angleton, TX Search

Next: Museums in New York, NY

Get Directions History

**A** B.G. Peck Soccer Complex  
709 Kelly Blvd, Angleton, TX 77515  
(979) 549-0410 · angleton.tx.us

Places

- My Places
- Sightseeing Tour
  - Make sure 3D Buildings layer is checked
  - Start tour here
  - The Eiffel Tower
    - Located in Paris, France
  - Christ the Redeemer
    - Located in Rio, Brazil
  - The Grand Canyon

Layers

- Primary Database
  - Announcements
  - Borders and Labels
  - Places
  - Photos
  - Roads
  - 3D Buildings
  - Weather
  - Gallery
  - More
  - Terrain



Google Earth

1944

29°11'07.22" N 95°27'35.12" W elev 32 ft eye alt 3392 ft