



City of  
**Taylor Lake Village**

★ TEXAS ★

*A Residential Community on The Lakes*

Concrete Maintenance Services

RFQ 2024-02

**DUE DATE:** Thursday, April 11, 2024

Due no later than 4:00 PM CST. Bids received later than the date and time above will not be considered.

**BIDDERS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW "RFQ 2024-02 City Concrete Maintenance".

Copies of the bid documents may be reviewed and obtained from [www.taylorlakevillage.us](http://www.taylorlakevillage.us). The RFQ will be listed under the "Business" tab on the website.

Pre-Bid Meeting – There will be NO Pre-Bid meeting

**RETURN BID TO:** City of Taylor Lake Village  
City Secretary's Office  
500 Kirby Rd  
Taylor Lake Village, Texas 77586  
Phone: 281-326-2843 Fax: 281-326-5456

Project Officer: Armand Barbe, Building Official

## NOTICE TO BIDDERS

**City/Project Location:** City of Taylor Lake Village, Texas

**City's Office:** 500 Kirby Rd  
Taylor Lake Village, Texas 77586 Phone:  
281-326-2843 Fax: 281-326-5456

**Project:** City of Taylor Lake Village Concrete Maintenance Services (the "Project"), RFQ 2024-02

The City of Taylor Lake Village will accept sealed proposals for the Project until **4:00 PM on April 11, 2024.**

Copies of the bid documents may be reviewed and obtained from [www.taylorlakevillage.us](http://www.taylorlakevillage.us). The RFQ will be listed under the "Business" tab on the website.

**Pre-Bid Meeting** – There will be NO Pre-Bid meeting

Proposals must be submitted enclosed in a sealed envelope and plainly marked on the outside clearly identifying the proposal as "**RFQ 2024-02 City Concrete Maintenance**". Proposals will be judged based on the BEST VALUE for the City pursuant to the evaluation criteria listed in the bid specifications.

Proposals must be addressed and delivered to:

**City of Taylor Lake Village  
City Secretary's Office  
500 Kirby Rd  
Taylor Lake Village, Texas 77586**

Historically Underutilized Businesses (HUBs) are encouraged to submit a proposal. Each proposal must be received before the stated time on the day the proposals are due. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

If you have specific questions concerning the bid documents, the scope of work, or the Project, please submit to [bldg@tlv-tx.us](mailto:bldg@tlv-tx.us)

The City of Taylor Lake Village reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

## GENERAL REQUIREMENTS FOR BIDS

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

### **DEFINITIONS**

BIDDER	Offeror/Successful Bidder awarded contract/Contractor/Proposer/Vendor.
CITY	City of Taylor Lake Village, Texas

### **ACCESS TO RECORDS**

In special circumstances, Bidder may be required to allow duly authorized representatives of the CITY to access contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Bidder.

### **ADDENDA**

If the bid documents are revised, the CITY will issue an addendum addressing the nature of the change. BIDDER(s) must **sign and include all addenda in the returned bid package.**

### **ASSIGNMENT**

The successful BIDDER may not assign, sell or otherwise transfer this contract without written permission of the CITY.

### **BID COMPLETION**

Fill out and return all complete bid forms in an appropriately sized envelope or box or as stated. **PACKAGE MUST SHOW "RFQ 2024-02 City Concrete Maintenance"** An authorized representative of the BIDDER should sign the Bid Cover Sheet. The contract will be binding only when all bid information has been reviewed, accepted and signed by the CITY. BIDDER will be notified upon acceptance of bid.

### **BID RETURNS**

BIDDERS must return all completed bids to the CITY's Office located at 500 Kirby Rd, Taylor Lake Village, Texas on time and on the date specified. Late bids will not be accepted.

### **AWARD**

Unless the City rejects all bids, the CITY reserves the right to award the contract on the basis of the BEST VALUE for the CITY in accordance with Chapter 2269 of the Texas Government Code at any time during the Firm Bid Period (which is the 90-day period following the bid opening, unless otherwise stated). If no award is made within such Firm Bid Period, BIDDER may withdraw its bid, without prejudice, by submitting a written request for its withdrawal to the CITY.

### **BONDS**

Upon award, the successful BIDDER must furnish a Performance Bond and a Payment Bond on the forms provided in the amount of one hundred percent (100%) of the total contract price from a Surety or other Sureties authorized to do business in the State of Texas and acceptable to the CITY as security for the faithful performance and/or payment of all Contractor's obligations under the Agreement.

### **DIGITAL FORMAT**

If BIDDER obtained the bid specifications in digital format in order to prepare a response, the bid must be submitted according to the instructions contained in this bid package. If, in its bid response, BIDDER makes any changes whatsoever to the published bid specifications, the CITY's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the published bid specifications is only discovered after the Agreement is executed and is or is not being performed, the Agreement is subject to immediate cancellation.

### **E-MAIL ADDRESSES CONSENT**

BIDDER affirmatively consents to the disclosure of its e-mail addresses that are provided to the CITY. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by BIDDER, its employees,

officers, and agents acting on BIDDER's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

#### **EVALUATION**

In determining the award of a contract, the CITY will consider:

1. the price (50%);
2. the offeror's qualifications and prior experience performing similar projects (40%); and
3. the offeror's references (10%)

For more information on evaluation of bids, see specifications below.

#### **GOVERNING LAW**

This bid solicitation is governed by Texas Government Code, Chapter 2269.001 *et seq.*, as amended. BIDDERS shall comply with all applicable federal, state and local laws and regulations. BIDDER is further advised that these requirements shall be fully governed by the laws of the State of Texas.

#### **HOLD HARMLESS AGREEMENT**

**THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM CONTRACTOR'S PERFORMANCE. BIDDER SHALL PROCURE AND MAINTAIN, WITH RESPECT TO THE SUBJECT MATTER OF THIS BID, APPROPRIATE INSURANCE COVERAGE INCLUDING, AS A MINIMUM, PUBLIC LIABILITY AND PROPERTY DAMAGE WITH ADEQUATE LIMITS TO COVER CONTRACTOR'S LIABILITY AS MAY ARISE DIRECTLY OR INDIRECTLY FROM WORK PERFORMED UNDER THE TERMS OF THIS BID. CERTIFICATION OF SUCH COVERAGE MUST BE PROVIDED TO THE CITY UPON REQUEST. (SEE ATTACHED RELEASE AND INDEMNIFICATION SHEET).**

#### **INSPECTIONS & TESTING**

The CITY reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the CITY. If a BIDDER cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

#### **INVOICES AND PAYMENTS**

Payments accrue only to the extent that (i) specific tasks called for by the Scope of Work are completed by the BIDDER, and (ii) any related work products are delivered to the CITY, all in a form satisfying the CITY's needs and intended uses, and all in accordance with these General Conditions, the BIDDER's proposal, and the Agreement. To receive payments, the BIDDER must submit itemized invoices showing the specific tasks and work products for which payment has accrued and including proofs of completion and the agreed to prices. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the BIDDER for correction. Within approximately 30 days following review and approval of an invoice (which may require action by the governing body), payments invoiced which have accrued shall be mailed to the BIDDER. When multiple deliveries and/or services are required, the BIDDER may invoice following each delivery and the CITY will pay on invoice in accordance with the terms herein. Payments may be billed and will be paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this Agreement, the BIDDER should provide its Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

INVOICES submitted for payment shall be addressed to:

City of Taylor Lake Village  
ATTN: Stacey Fields  
500 Kirby Rd  
Taylor Lake Village, Tx 77586  
Electronic invoice submission: [city\\_secretary@tlv-tx.us](mailto:city_secretary@tlv-tx.us)

This Agreement is governed by the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

#### **MAINTENANCE**

Maintenance required for equipment bid should be available by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the CITY opts to include maintenance, it shall be so stated in the bid and said cost should be provided by BIDDER. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

#### **SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", BIDDER must provide to the CITY, with each delivery (or maintain copies at each location if same product/materials used), material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the BIDDER to furnish this documentation will lead to administrative penalties for each violation and may also lead to civil and criminal penalties in accordance with Texas Health & Safety Code Sections §502.015 and §502.016 of Act.

#### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the CITY to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. BIDDERS may offer items of equal stature with the burden of proof of such stature. The CITY shall act as sole judge in determining equality and acceptability of products offered.

**NOTICES:** Any notice, inquiries, requests, instructions or other communication to a party ("notice") must be written. All notices are to either, (i) be delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested ("**US Mail**") or postage prepaid United States Express Mail ("**Express Mail**"), (iii) placed in the custody of a nationally recognized overnight courier for next day delivery ("**Courier**"), (iv) transmitted by confirmed telephonic facsimile ("**Fax**"), or (v) confirmed delivery of electronic mail ("**E-mail**"). Notice will be deemed given (a) when received, if delivered personally or sent by email, (b) the next business day after posting, if sent by US Mail, and (c) the next business day, if sent by Courier or Fax. If notice is transmitted by Fax, a duplicate copy may be sent by either US Mail or Courier no later than one business day after transmission. In order to be effective, notices from BIDDER to the CITY (1) changing BIDDER's Representative, (2) terminating the Agreement, or (3) alleging a claim against the CITY or Related Party or nonperformance or default by the CITY (4) or any other matter pertaining to these requirements, the Agreement or its terms, must be addressed to the CITY or its authorized representative(s).

#### **POTENTIAL CONFLICTS OF INTEREST**

Unless expressly approved in advance of bidding by the City Council, an outside consultant or contractor is prohibited from submitting a bid for services on a CITY project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the CITY.

***Bidders must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City's officers.***

***By doing business or seeking to do business with The City, including submitting a response to this Bid, Bidder acknowledges that Bidder has been notified of the requirements of Chapter 176 of the Texas Local Government Code and represents that Bidder and Bidder's officers and employees are in compliance with Chapter 176.***

#### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this Agreement and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the Agreement unless agreed by both parties. The CITY shall never be obligated to pay more (as damages for breach, tort or otherwise) than the total sum of money certified as budgeted and unencumbered.** Pricing on all transportation, freight, drayage and other charges are to be prepaid by the BIDDER and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, BIDDER MUST indicate the

items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

#### **PRICE ADJUSTMENT**

Price changes will normally only be considered at the end of one Agreement term and the beginning of another. Price change requests during an Agreement term must be supported by evidence of increased cost to the BIDDER. The CITY will not approve price increases that will merely increase the gross profitability of the BIDDER at the expense of the CITY. Price change requests shall be a factor in the contract extension review process. The CITY shall determine whether the requested price increase or alternate option is in the best interest of the CITY.

#### **PURCHASE ORDER AND DELIVERY**

After issue of the Letter of Notification of Award, the CITY shall issue a Purchase Order to the BIDDER that will include the item number, description, and the total estimated dollar amount for each item. Purchase Orders shall provide funds for the actual purchase and the BIDDER shall not accept any delivery order without having received a duly issued purchase order signed by the CITY. To the extent of any conflict between the terms and conditions included in any Purchase Order and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern. The fastest, most reasonable delivery time shall be indicated by the BIDDER in the proper place on the Pricing/Delivery Information form or via notification to the CITY representative placing order. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the Agreement by the CITY without prejudice to other remedies provided by law. **Where delivery times are critical, the CITY reserves the right to award accordingly.**

#### **RECYCLED MATERIALS (when applicable)**

The CITY encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The CITY will be the sole judge in determining product preference application.

#### **SCANNED OR RE-TYPED RESPONSE**

If in its response, BIDDER either electronically scans, re-types, or in some way reproduces the CITY's published proposal package, then in the event of any conflict between the terms and provisions of the CITY's published proposal package, or any portion thereof, and the terms and provisions of the response made by BIDDER, the CITY's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the CITY's published proposal package is only discovered after the Agreement is executed and is or is not being performed, the Agreement is subject to immediate cancellation.

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this Agreement shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

#### **SUPPLEMENTAL MATERIALS**

BIDDERS are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements,

which the BIDDER wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

#### **TAXES**

The CITY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended.

#### **TERM CONTRACTS**

If the Agreement is intended to cover a specific time period, the term will be given in the specifications section of this proposal.

#### **TERMINATION**

The CITY reserves the right to terminate the Agreement for default if BIDDER breaches any of the terms therein, including warranties of BIDDER or if the BIDDER becomes insolvent or files for bankruptcy protection. Such right of termination is in addition to and not in lieu of any other remedies which the CITY may have in law or equity. In submitting this bid, BIDDER agrees that the CITY shall not be liable to prosecution for damages in the event that the CITY declares the BIDDER in default. Default may be construed as, but not limited to; failure to deliver the proper goods and/or services within the proper amount of time, failure to properly perform any and all services required to the CITY's satisfaction and/or does not meet obligations and requirements. The CITY may terminate the Agreement without cause upon thirty (30) days written notice or "at-will" effective immediately after notification is received from CITY.

#### **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.**

The CITY has the option to terminate this Agreement immediately without prior notice if BIDDER fails to perform any of its obligations in this Agreement if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

#### **TEXAS ETHIC COMMISSION REQUIREMENTS**

Section 2252.908 of the Texas Government Code requires that any Bidder awarded a contract by an action or vote of the City Council of the City and/or that has a value of one (1) million or more dollars, must meet the following requirements prior to receiving payments under the contract:

- (1) The BIDDER must file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/File/>).
- (2) Once the form is submitted electronically to the State, the BIDDER must print, sign and have the form notarized and submit it to the CITY.

#### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the CITY until the CITY actually receives and takes possession of the goods at the point or points of delivery.

#### **WAIVER OF SUBROGATION**

BIDDER and BIDDER's insurance carrier waive any and all rights whatsoever with regard to subrogation against the CITY as an indirect party to any suit arising out of personal or property damages resulting from BIDDER's performance under this agreement.

#### **WARRANTIES**

BIDDER shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid and shall not limit or exclude any implied warranties. BIDDER warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event a product does not conform to OSHA Standards, where applicable, the CITY may return the product for correction or replacement at the BIDDER's expense. If BIDDER fails to make the appropriate correction within a reasonable time, the CITY may correct at the BIDDER's expense.

CONTRACTOR agrees to warranty the Work for a period of one (1) year from Substantial Completion against defects in materials and workmanship. CONTRACTOR agrees to repair or replace any defective work within this warranty period immediately unless such repairs require long lead time materials and equipment in which case CONTRACTOR shall provide an agreeable schedule for repairs at no additional cost to the CITY.

**SUBCONTRACTS:** The prime contractor, if subcontracts are to be let, they are required to take the affirmative steps listed below:

- place qualified small and minority businesses and women’s business enterprises on solicitation lists;
- assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**OTHER STATE REQUIREMENTS**

The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

**VENDORS OWING TAXES OR OTHER DEBTS**

Pursuant to Texas Local Government Code 252.0436, The CITY may refuse to award a contract to or enter into a transaction with a BIDDER if that BIDDER is indebted to the CITY. This shall include an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, Limited Liability Company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the CITY requiring approval by the City Council.



## SPECIFICATIONS

<b>RFQ 2024-02 Concrete Maintenance Services</b>
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The City of Taylor Lake Village seeks bids for furnishing all labor, material, and equipment, and performing all work required for the following project.

### I. INTRODUCTION

The City of Taylor Lake Village ("City") is soliciting proposals from interested and qualified firms to provide services to lift, level repair, remove and replace concrete paving including: sections of roadways, driveways, sidewalks, curbs and parking lots.

#### Clarification and Interpretation of RFP

The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City.

All requests for an interpretation of the Request for Proposal must be made through TLV Building Inspector email [bldg@tlv-tx.us](mailto:bldg@tlv-tx.us). No oral requests for interpretation will be answered.

The City will issue any interpretation of the Proposal Documents as a formal addendum. The City will upload to the city website any addendum. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Proposal Package.

#### Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

### II. SCOPE OF WORK

Work includes lift, level, repair, removal and replacement of concrete paving including curbs, sidewalks, driveways, road pavement and parking lots. **A map showing the City limits is included.**

This Contract is intended to provide a long-term stable process for the procurement of concrete lift, level, repair, removal and replacement for a variety of size and type of projects. This contract will establish the method and manner of work request and submittal of job specific pricing which will be based on a per item pricing as detailed.

Additionally, this will allow for the variance in cost to the contractor through the establishment of Mobilization

Charges which cover the contractor's minimum cost to bring personnel and equipment to the city to perform work.

The various jobs will require some or all of the following tasks to be performed as per the Technical Specifications and details section of the contract.

- Mobilize to job
- Sawcut existing concrete pavement
- Removal and disposal of concrete of various thicknesses
- Remove and disposal of concrete curb
- Removal of existing soil or base to establish depth for required final grade
- Removal of tree roots
- Bank sand for sidewalk base, up 2 inches thick as needed for leveling
- Establishment of base using compacted stabilized sand
- Install 4-inch thick 3000 PSI Concrete with No. 3 Rebar at 12-inch centers or #4 Rebar at 15-inch centers as per detail sheet [Sidewalk Standard]
- Install 4-inch thick 5000 PSI Concrete 4 with No. 4 Rebar at 18-inch centers as per detail sheet [Sidewalk Standard]
- Install 6-inch thick 5000 PSI Concrete with No. 4 Rebar at 18-inch centers as per detail sheet [Driveway]
- Install 6-inch thick 5000 PSI Concrete with No. 5 Rebar at 18-inch centers as per detail sheet [Roadway Panel Replacement][Parking Lot]
- Install 7-inch thick 5000 PSI Concrete with No. 5 Rebar at 18-inch centers as per detail sheet [Roadway Panel Replacement][Parking Lot]
- Install 8-inch thick 5000 PSI Concrete with No. 5 Rebar at 18-inch centers as per detail sheet [Roadway Panel Replacement][Parking Lot]
- Install 5000 PSI 4-inch concrete curb as per detail sheet
- Install 5000 PSI 6-inch concrete curb as per detail sheet
- Install ADA-compliant concrete curb ramp with truncated domes per detail
- Install topsoil, sod, or other groundcover to match existing conditions
- Install checkerplate for root crossing sidewalk per detail if tree roots are not cut
- Reinstate yard drain connection through pop up valve
- Raise and level sidewalk panels using concrete or foam

Quantities included in the bid form are estimated with the intent to establish unit prices. Any overruns or underruns will be paid for at the unit prices established in the contract. Measurement and Payment will be dictated by the Unit listed on the Bid Sheet if it differs from the measurement and payment method described on the specifications.

All work shall be performed in accordance with the provided specifications. The City will select and pay services of testing laboratory to perform various laboratory testing services necessary for field control of the work as specified in respective specification sections.

The contractor shall maintain one-thru lane of traffic during rehabilitation operations, utilizing safety cones and a flagger to manage traffic flow. Traffic control is incidental to the work. The City will not require a permit for operations within their ROW. A notification to the City of planned work periods will be required.

Any groundcover removed shall be replaced to match existing conditions. Groundcover materials may include but not be limited to Palmetto St Augustine Sod, Jasmine Ivy, etc. The City will pay for groundcover replacement up to 6-inches on either side of the concrete replacement. If additional ground cover is disturbed and requires replacement, it will be the contractor's responsibility to replace at their own cost.

Mobilization will be paid on a per day basis. The contractor is required to leave the site in as good as or better condition than existing conditions. Site cleanup is incidental to the work.

### III. CONTRACT TERMS AND CONDITIONS

In the first year, it is anticipated for the City to spend up to \$500,000 for curb, sidewalk, driveway and roadway concrete panel removal and replacement. This contract is for a two (2) year initial term, with three (3) one-year renewal terms available upon the mutual agreement of the parties.

All work is to be completed to the satisfaction of the City.

CONTRACTOR agrees to warranty the Work for a period of one (1) year from Substantial Completion against defects in materials and workmanship. CONTRACTOR agrees to repair or replace any defective work within this warranty period immediately unless such repairs require long lead time materials and equipment in which case CONTRACTOR shall provide an agreeable schedule for repairs at no additional cost to the CITY.

### IV. PROPOSAL EVALUATION CRITERIA

The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Proposal. The Proposal will be evaluated by qualitative measures and will be weighted as follows:

In determining the BEST VALUE OFFEROR, the City will consider:

Price & Fees	50 points
Qualifications & Experience	40 points
References	10 points

The selection criteria and corresponding maximum point values are:

1. Total Proposal Price: up to 50 points.
2. The proposer's qualifications and prior experience performing similar projects: up to 40 points.
3. The proposer's reputation for prior projects: up to 10 points.

The proposer shall provide a cover letter clearly identifying the Project, Proposal Submittal Date, and Proposer's legal name. Following the cover letter this Appendix shall be organized in the following order:

1. Total Proposal Price – 0 points, minimum, to 50 points, maximum

Proposer's completed Proposal Form should be inserted here (additional copy). The Lowest Total Proposal Price will receive the maximum of fifty (50) points. Points for subsequent proposers will be calculated as follows:

$$\text{Lowest bid/proposer bid} \times 50 \text{ points} = \text{points for proposer in price category}$$

2. Proposer's Qualifications and Prior Experience and Reputation – 0 points, minimum to 40 points, maximum.

Provide no more than two (2) pages detailing why, if selected as the vendor, you will be able to achieve the requirements listed in this scope of work based upon your experience and provide the level of service and commitment to quality that the City expects.

3. Proposer's Reputation – 0 points, minimum to 10 points, maximum.

Provide three (3) references sheets for projects of similar work performed for a city or municipality. Include project name, project description, location of work and point of contact for the project.

- Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

TECHNICAL SPECIFICATIONS CITY OF TAYLOR LAKE VILLAGE  
CONCRETE MAINTENANCE SERVICES

RFQ 2024-02

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The work covered by this contract is to be constructed in accordance with the specifications listed below. Where conflict between specifications occur, the most restrictive shall govern.

Whenever the word(s) "Project Manager" is used in the technical specifications, it shall be understood to mean the building official of City of Taylor Lake Village.

**GENERAL REQUIREMENTS**

Contractor's Use of Premises  
Tree and Plant Protection  
Cleaning  
Topsoil and Sodding

**CONTRACTOR'S USE OF PREMISES**

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

- A. Contractor may make arrangements, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

- A. Ways, means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.
- B. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

1.04 USE OF SITE

- A. Maintain access for emergency vehicles including access to fire hydrants, always.
- B. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- C. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- D. Perform daily clean up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave streets or other construction areas unclean overnight.

## 1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction schedule.
- B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

## 1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or exceptionally large or heavy trucks or equipment.

## 1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Obtain the Project Manager's approval when the Work requires closing of an entire street.
- B. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- C. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices latest edition.

## 1.08 SURFACE RESTORATION

- A. Restore site to condition existing before construction to satisfaction of the Owner and Engineer.
- B. Repair paved area per the requirements of the specifications.
- C. Repair turf areas which become damaged. Water and level newly sodded areas with adjoining turf.

## TREE AND PLANT PROTECTION

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Tree and plant protection.

#### 1.02 PROJECT CONDITIONS

- A. Preserve and protect existing trees and plants to remain from foliage, branch, trunk, or root damage that could result from construction operations.
- B. Prevent following types of damage:
  - 1. Compaction of root zone by foot or vehicular traffic, or material storage.
  - 2. Trunk damage from equipment operations or material storage.
  - 3. Trunk and branch damage caused by ropes or guy wires.
  - 4. Root poisoning from spilled solvents, gasoline, paint, and other noxious materials.

5. Branch damage due to improper pruning or trimming.
6. Damage from lack of water due to:
  - a. Cutting or altering natural water migration patterns near root zones.
  - b. Failure to provide adequate watering.
7. Damage from alteration of soil pH factor caused by depositing lime, concrete, plaster, or other base materials near roots.
8. Cutting of roots larger than one inch in diameter.

### 1.03 DAMAGE ASSESSMENT

- A. When trees other than those designated for removal are destroyed or badly damaged as a result of construction operations, remove and replace with same size, species, and variety up to and including 8 inches in trunk diameter. Tree larger than 8 inches in diameter shall be replaced with an 8-inch diameter tree of the same species and variety. Contractor shall contact City prior to removing any tree.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Asphalt paint: Emulsified asphalt or other adhesive, elastic, antiseptic coating formulated for horticultural use on cut or injured plant tissue, free from kerosene and coal creosote.
- B. Burlap: Suitable for use as tree wrapping.

## PART 3 EXECUTION

### 3.01 PROTECTION AND MAINTENANCE OF EXISTING TREES AND SHRUBS

- A. All trees and shrubs within the project area are to remain and be protected from damage.

### 3.02 MAINTENANCE OF NEWLY PLANTED TREES

- A. Water trees during dry periods.
- B. The Contractor guarantees that trees planted for this Project shall remain alive and healthy at least until the end of a one-year warranty period.

## CLEANING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Executing cleaning, during progress of work daily, and at completion of work.
- B. Maintaining premises and public properties (including storage yards) free from accumulations of waste, debris and rubbish caused by operations.

C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials:

1. Clean all sight exposed surfaces.
2. Leave project clean and ready for occupancy or use.

## PART 2 EXECUTION

### 2.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Dispose of waste materials, debris, and rubbish.
- C. Handle materials in a controlled manner with as few handlings as possible.

### 2.02 SAFETY REQUIREMENTS

- A. Cleaning and disposal operations to comply with local ordinances and anti- pollution laws:
  1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  2. Do not dispose of wastes into stream or waterways.
  3. Cleanup after haul trucks.

## TOPSOIL AND SODDING

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Furnishing and placing topsoil for finish grading and for seeding, sodding and planting.
- B. Restoration of existing lawn areas disturbed by construction shall be by installation of new sod.

#### 1.02 QUALITY ASSURANCE

- A. Perform sodding only when weather and soil conditions are suitable for proper placement.
- B. Water and fertilize new sod.
- C. Guarantee sod to be growing 30 days after completion.
- D. Maintenance Period:
  1. Begin maintenance immediately after each section of grass sod is installed and continue for a 30-day period from date of substantial completion.
  2. Resod unacceptable areas.
  3. Water, fertilize, replace unacceptable materials, and perform other procedures consistent with good horticultural practice to ensure normal, vigorous and healthy growth.



- E. Notify Project Manager 10 days before end of maintenance period for inspection.

## PART 2 PRODUCTS

### 2.01 TOPSOIL

- A. Topsoil shall be reasonably free of subsoil, clay lumps, weeds, non-soil materials and other litter or contamination. Topsoil shall not contain roots, stumps, and stones larger than 2”.

### 2.02 SOD

- A. Species: Bermuda (Cynodon Dactylon), Buffalo (Buchloe Dactyloides), or St. Augustine.
- B. Sod is to be supplied and maintained in a healthy condition as evidenced by the grass being a normal green color.

### 2.03 WATER

- A. Potable, available on-site through Contractor's water trucks. Do not use private resident's water.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Verify that topsoil placement and compaction has been satisfactorily completed.
- B. Do not start work until conditions are satisfactory.

### 3.02 APPLICATION

- A. After sod is laid, irrigate thoroughly.

### 3.03 MAINTENANCE

#### A. Watering:

1. Water lawn areas once a day for the first 3 weeks after area is sodded.
2. After 3-week period, water twice a week unless it has been provided by rain.
3. Make weekly inspections.
4. Water in the morning, to enable soil to absorb maximum amount of water.

### 3.04 CLEANUP

- A. During course of planting, remove excess and waste materials; keep lawn areas clean and take precautions to avoid damage to existing structures, plants, grass and streets.
- B. Remove barriers, signs and all other Contractor material and equipment from project site at termination of establishment period.



**BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

BIDDER has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

BIDDER guarantees product offered will meet or exceed specifications identified in this RFQ.

**BIDDER must initial next to each addendum received in order to verify receipt:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**BIDDER Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

REPRESENTATIVE's NAME: \_\_\_\_\_

REPRESENTATIVE's TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE & FAX NUMBERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## RFQ 2024-02 Concrete Maintenance Services

### PROJECT TIMELINE

Request for Proposal Issued	March 27, 2024
Deadline for Submitting Question	April 8, 2024
Proposal Submission Deadline	April 11, 2024
Evaluation Period	April 11-17, 2024
Planned Award of Contract	April 17, 2024 (tentative)

## ATTACHMENTS

- Attachment A-1 Sample Score Sheet**
- Attachment A-2 Release & Indemnification**
- Attachment A-3 General Service Contract (*for reference*)**
- Attachment A-4 Bid Submittal Package**
- a) Bid Cover Sheet
  - b) Bid Checklist
  - c) Qualification Statement
  - d) Unit Price Schedule
  - e) Resident Certification Tax Form
  - f) Required Bonds
    - a. Payment Bond
    - b. Performance Bond
  - g) Insurance Specifications
  - h) Reference Sheet

**SAMPLE SCORE SHEET**

**RFQ 2024-02 Concrete Maintenance Services**

**CONTRACTOR:** \_\_\_\_\_

**EVALUATOR:** \_\_\_\_\_

<b>ITEM</b>	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>	<b>SCORE</b>
	Price & Fees	50	
	Experience & Reputation	40	
	References	10	
	<b>TOTAL</b>	<b>100</b>	

**RELEASE:**

**CONTRACTOR RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.**

**INDEMNIFICATION:**

**CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:**

- (1) CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**INDEMNIFICATION PROCEDURES:**

**(1) Notice of Claims.**

If the CITY or CONTRACTOR receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the CITY from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the CITY does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that CONTRACTOR is prejudiced, suffers loss, or incurs expense because of the delay.

**(2) Defense of Claims**

- (a) **Assumption of Defense:** CONTRACTOR may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the CITY. CONTRACTOR shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, CONTRACTOR must advise the CITY as to whether or not it will defend the claim. If CONTRACTOR does not assume the defense, the CITY shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) **Continued Participation:** If CONTRACTOR elects to defend the claim, the CITY may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. CONTRACTOR may settle the claim without the consent or agreement of the CITY, unless it
  - (i) would result in injunctive relief or other equitable remedies or otherwise require the CITY to comply with restrictions or limitations that adversely affect the CITY,
  - (ii) would require the CITY to pay amounts that CONTRACTOR does not fund in full,
  - (iii) would not result in the CITY's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement



City of  
**Taylor Lake Village**  
★ TEXAS ★

*A Residential Community on The Lakes*

**GENERAL SERVICES CONTRACT**

This General Services Contract is made between the City of Taylor Lake Village, Texas, and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Additional Contract Documents

**I. Summary of Contract Terms.**

Contractor: \_\_\_\_\_

Description of Services: Removal and replacement of concrete paving

Annual/Base Services: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Additional Work in addition to Base Services: **Any additions to the Scope of Work must be submitted in writing and approved by the City via Addendum.**

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Renewal: \_\_\_\_\_

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF TAYLOR LAKE VILLAGE:\***

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Council Approved on \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Attest: City Secretary

### III. *Standard Contractual Provisions.*

#### A. Definitions.

*Contract* means this General Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### C. Termination Provisions.

(1) *City Termination for Convenience.* The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving ninety (90) days written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

#### **IV. *Special Terms or Conditions.***

- A. State Disclosure Requirements. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. Other State Requirements. The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

**V. *Additional Contract Documents.*** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with Sections III or IV of this General Services Contract, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. ***[Insert proposal or bid documents]***



B. City's Additional Contract Documents:

1. *[required insurance]*

**END OF DOCUMENT**



*City of*  
**Taylor Lake Village**  
★ TEXAS ★  
*A Residential Community on The Lakes*

**BID SUBMITTAL PACKET**



# City of Taylor Lake Village

★ TEXAS ★

*A Residential Community on The Lakes*

**RFQ 2024-02 Concrete Maintenance Services**

**DUE DATE:** April 11, 2024

Due no later than 4:00 PM CST. Bids received later than the date and time above will not be considered.

**BIDDERS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW "RFQ 2024-02"**

**RETURN BID TO:** City of Taylor Lake Village  
City Secretary's Office  
500 Kirby Rd.  
Taylor Lake Village, Texas 77586  
Phone: 281-326-2843

**Project Officer:** Armand Barbe, Building Official, [bldg@tlv-tx.us](mailto:bldg@tlv-tx.us)

Total Amount of Bid: (Included within Proposal submitted)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** Contract is not valid until Award Letter is issued, which will become part of this contract.]

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

## BID CHECKLIST

**This checklist is intended as a reminder of what must be included in the bid.**

**Bidder must sign Bid Checklist acknowledging that all checked items have been submitted with bid.**

**If a bidder fails to submit the following items in its bid, the CITY may consider the bid non-responsive.**

- Qualification Statement
- Price Schedule
- Residence Certificate/Tax Form
- Insurance
- Appendix with Qualifications and Experience
- Reference Sheet (minimum three [3] sheets should be submitted)
- General Service Contract (CITY will provide upon awarding of contract)
- Other Forms (Check only if Bidder has submitted a separate page detailing pricing for services not mentioned in this bid.)

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
DATE

## QUALIFICATION STATEMENT

**City:** City of Taylor Lake Village, Texas

**City's Office:** City Secretary's Office  
500 Kirby Rd.  
Taylor Lake Village, Texas 77005  
Phone: 281-326-2843

**Project:** RFQ 2024-02– Concrete Maintenance Services

**Project Location:** City of Taylor Lake Village Texas

**Project Officer:** Armand Barbe, Building Official

**SIMILAR WORK (DEFINITION):**

Removal and replacement of concrete paving.

NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.

The undersigned BIDDER certifies the following,

A. **GENERAL:**

Full Legal Name of BIDDER: \_\_\_\_\_

Check one: ( ) Partnership ( ) Joint Venture ( ) Corporation

( ) Other: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Texas Vendor Identification No.: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

B. **ORGANIZATIONAL BACKGROUND:**

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: \_\_\_\_\_

b. State whether partnership is general or limited: \_\_\_\_\_

c. List all general partners and any limited partners owning 10% or more:

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>% owned</i>
-------------	----------------	--------------	----------------

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2. If BIDDER is a CORPORATION or LLC:

- a. Date of incorporation or formation: \_\_\_\_\_
- b. State of incorporation or formation: \_\_\_\_\_
- c. Charter/permit number: \_\_\_\_\_
- d. Principal place(s) of business: \_\_\_\_\_
- e. Other state(s) in which firm is authorized to do business: \_\_\_\_\_
- f. Officers
  - President:* \_\_\_\_\_
  - Vice President(s):* \_\_\_\_\_
  - Secretary:* \_\_\_\_\_
  - Treasurer:* \_\_\_\_\_
  - Other:* \_\_\_\_\_

g. List all persons and entities owning 10% or more of the firm:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>% owned</i>

3. If the BIDDER is *other than a partnership, LLC or corporation*:

- a. Describe the organization: \_\_\_\_\_
- b. List all principals of the organization:
 

<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>Title</i>
- c. Date and manner of the organization's formation: \_\_\_\_\_

4. How long has the BIDDER done business under its present name and at its present address?

- a. \_\_\_\_\_ years
 

<i>Name</i>	<i>Address</i>	<i>Years</i>

- b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?  
 Yes  No  
 If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.
- c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?  
 Yes  No  
 If "yes", attach details, as above.
- d. Does the BIDDER presently have outstanding claims pending against it?  
 Yes  No  
 If "yes", attach details, as above.
- e. Has the BIDDER been involved in litigation within the past five years, or is it currently involved in litigation?  
 Yes  No  
 If "yes", attach details, as above.
- f. Has an officer or principal of the BIDDER ever engaged in any of the activities or had claims against it, him or her as described in this Part B?  
 Yes  No  
 If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?  
 Yes  No  
 If "yes," attach a detailed description of any name changes, changes in entity form or mergers, including documentary proof that any surviving entity succeeded to all liabilities of the pre-existing entities.

C. **SIMILAR WORK:**  
 (Note: "similar work" is defined above.)

1. How many years experience in "similar work" has the BIDDER had?  
 a. As a Seller: \_\_\_\_\_ years
2. Has the BIDDER ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?  
 Yes  No

If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (i) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.

3. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).  
**NOTE: A minimum of three (3) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.**

D. **CERTIFICATION:**

The BIDDER certifies that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply the CITY or its representative with any information necessary to verify information from this Statement.

\_\_\_\_\_

*(Print or type Bidder's name)*

By: *(authorized signature)* \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**BID SHEET**  
**CITY OF TAYLOR LAKE VILLAGE CONCRETE MAINTENANCE SERVICES**  
**RFQ 2024-02, CONTRACT NO. 1**

Item No.	Unit	Description of Item	Unit Price
1	DAY	Mobilization:	_____
2	L.F.	Sawcut existing concrete pavement:	_____
3	S.Y.	Remove and Dispose of 4" concrete pavement:	_____
4	S.Y.	Remove and Dispose of 6" concrete pavement:	_____
5	S.Y.	Remove and Dispose of 8" concrete pavement:	_____
6	S.Y.	Remove and Dispose of 10" concrete pavement:	_____
7	L.F.	Remove and Dispose of Concrete Curb (all sizes):	_____
8	C.Y.	Excavate material to depth for base:	_____
9	S.Y.	Bank Sand for sidewalk base (up to 2"):	_____
10	C.Y.	Cement Stabilized Sand for base (Compacted in place):	_____
11	S.Y.	Install 4" Concrete 3000 PSI (poured in place):	_____
12	S.Y.	Install 4" Concrete 5000 PSI (poured in place):	_____
13	S.Y.	Install 6" Concrete 3500 PSI (poured in place):	_____
14	S.Y.	Install 6" Concrete 5000 PSI (poured in place):	_____
15	L.F.	Install 7" Concrete 5000 PSI (poured in place):	_____
16	S.Y.	Install 8" Concrete 5000 PSI (poured in place):	_____
17	S.F.	Install groundcover (sod, jasmine ivy, etc) to match existing disturbed groundcover, up to 6" on either side of concrete replacement:	_____
18	L.F.	Install Construction Joint (per details):	_____
19	C.Y.	Concrete Short Load:	_____
20	L.F.	Install 4" Concrete Curb 5000 PSI (poured in place):	_____
21	L.F.	Install 6" Concrete Curb 5000 PSI (poured in place):	_____
22	S.F.	Install ADA-Compliant concrete curb ramp with truncated domes:	_____
23	EA.	Install Checkerplate Root Crossing Sidewalk - Single Connection, excluding rubberized surface per Detail, Complete in Place:	_____
24	EA.	Install Checkerplate Root Crossing Sidewalk - Double Connection, excluding rubberized surface per Detail, Complete in Place:	_____
25	EA.	Install yard drain connection per detail, Complete in Place:	_____

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

**RESIDENCE CERTIFICATION/TAX FORM**

ATTACHMENT A-4e

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of Taylor Lake Village requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- Nonresident bidder - refers to a person/company who is not a resident of this state.
- Resident bidder - refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in  
[Company Name]  
Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]

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Taxpayer Identification Number (T. I. N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

\_\_\_\_\_

\_\_\_\_\_

**REQUIRED BONDS**

**INFORMATION AND REQUIREMENTS**

Upon award, the successful BIDDER must furnish a Performance Bond and a Payment Bond on the forms provided in the amount of one hundred percent (100%) of the total contract price from a Surety or other Sureties authorized to do business in the State of Texas and acceptable to the CITY as security for the faithful performance and/or payment of all Contractor's obligations under the Agreement.

If the payment and performance bond forms and related documents are not returned to the City of Taylor Lake Village, 500 Kirby Rd, Taylor Lake Village, Texas 77586 within ten days, The City has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the City from the Contractor's Surety before any payments will be made.

**BID BONDS ARE NOT REQUIRED FOR THIS PROJECT**

**PERFORMANCE AND PAYMENT BONDS WILL APPLY**

**STATUTORY PAYMENT BOND**  
**Texas Government Code Chapter 2253**

**THAT** \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto **THE CITY OF TAYLOR LAKE VILLAGE, TEXAS**, (the "CITY") in the penal sum of \$\_\_\_\_\_, for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

**WHEREAS**, the Principal has entered into a written contract with the **CITY**, dated \_\_\_\_\_, which is made a part hereof (the "Contract").

**NOW, THEREFORE**, the condition of this obligation is such that, if the Principal shall promptly make payments to persons supplying labor or material in the prosecution of the work provided for in the Contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

This Bond is made and entered pursuant to Chapter 2253, Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Code. If any legal action is filed upon this bond, venue shall lie exclusively in Harris County, Texas, where the Contract is to be performed.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the public work to be performed under the Contract, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the public work to be performed under the Contract.

The Surety agrees to pay **THE CITY OF TAYLOR LAKE VILLAGE, TEXAS**, upon demand all loss and expense, including attorney's fees and court costs, incurred by the **CITY** by reason of or on account of any breach of this obligation by the Surety.

**IN WITNESS WHEREOF**, the Principal and Surety have duly signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024. ,

**PRINCIPAL**

(PRINCIPAL'S SEAL) if a corporation)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SURETY**

(SURETY'S SEAL)

By: \_\_\_\_\_

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

Attorney-in-Fact

**A notice of claim may be sent to the address of the Surety provided by the Texas Department Insurance at the toll-free number attached.**

**STATUTORY PERFORMANCE BOND**  
**Texas Government Code Chapter 2253**

**THAT** \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto **THE CITY OF TAYLOR LAKE VILLAGE, TEXAS**, (the "CITY") in the penal sum of \$ \_\_\_\_\_, for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

**WHEREAS**, the Principal has entered into a written contract with the **CITY**, dated \_\_\_\_\_, which is made a part hereof (the "Contract").

**NOW, THEREFORE**, if the Principal shall fully and faithfully execute the performance of the Contract and the public work in accordance with the plans, specifications, and contract documents, including any extensions, modifications and change orders thereof, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**PROVIDED, FURTHER**, this Bond is made and entered pursuant to Chapter 2253, Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Code.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the public work to be performed under the Contract, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the public work to be performed under the Contract.

The Surety agrees to pay **THE CITY OF TAYLOR LAKE VILLAGE, TEXAS**, upon demand all loss and expense, including attorney's fees and court costs, incurred by the **CITY** by reason of or on account of any breach of this obligation by the Surety. If any legal action is filed upon this bond, venue shall lie exclusively in Harris County, Texas, where the Contract is to be performed.

**IN WITNESS WHEREOF**, the Principal and Surety have duly signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024. ,

**PRINCIPAL**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(PRINCIPAL'S SEAL) if a corporation)

**SURETY**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney-in-Fact

(SURETY'S SEAL)

## **INSURANCE SPECIFICATIONS**

**(REQUIRED FOR THIS PROJECT)**

**Owner:** City of Taylor Lake Village

**Project:** RFQ 2024-02 Concrete Maintenance Services

**INSURANCE:** The successful bidder shall provide and maintain the minimum insurance coverage's set forth below during the term of its agreement with the City.

- Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- Workers Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Taylor Lake Village accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- The City of Taylor Lake Village shall be named as an additional insured with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- A waiver of subrogation in favor of The City of Taylor Lake Village shall be contained in the Workers Compensation and all liability policies.
- All insurance policies shall be endorsed to require the insurer to immediately notify The City of Taylor Lake Village of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that The City of Taylor Lake Village will receive at least thirty- (30) days notice prior to cancellation or non-renewal of the insurance.

- All insurance policies, which name The City of Taylor Lake Village as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Taylor Lake Village.
- Insurance must be purchased from insurers that are financially acceptable to the City of Taylor Lake Village. 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:
  - Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  - Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Taylor Lake Village.

Upon request, Contractor shall furnish The City of Taylor Lake Village with certified copies of all insurance policies.

**A valid certificate of insurance verifying each of the coverage's required above shall be submitted upon award.** The certificate of insurance shall be sent to:

City of Taylor Lake Village City  
Secretary's Office  
500 Kirby Rd  
Taylor Lake Village, TX 77586

#### **Reduction or Waiver of Insurance Requirements**

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.

## REFERENCE SHEET

(A MINIMUM OF THREE [3] REFERENCES)

(For: \_\_\_\_\_, (CLIENT))

Name of project: \_\_\_\_\_

Type of work: \_\_\_\_\_

Location (city, county, state): \_\_\_\_\_  
City County State

Bidder's compensation: \_\_\_\_\_

Dates of service: \_\_\_\_\_  
Start End

### Reference Contact Information:

Name of Company/Business: \_\_\_\_\_

Contact Person : \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Was Bidder declared to be in default by the owner or the surety? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_