CITY OF HONDO, TEXAS

REQUEST FOR BID

FOR

FAIR HALL HVAC REPLACEMENT

RFB# 24-003

PUBLISHED DATE: FEBRUARY 29TH, 2024
RESPONSE DUE DATE: MARCH 21ST, 2024

Interested vendors must submit a RESPONSE PACKAGE of one (1) original and five (5) copies, to Rebekah Dolphus, City Secretary, City of Hondo, City Hall, 1600 Avenue M, Hondo, Texas 78861 by no later than 3:00 p.m. (CST), March 21ST, 2024.
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The City of Hondo is accepting Requests for Bids for the Fair Hall HVAC replacement per the attached requirements and general conditions.

The complete Request for Bid document package is available at the City’s website at: www.hondo-tx.org within the public notices tab.

One (1) original and five (5) copies of the proposal must be submitted by March 21st, 2024 at 3:00 p.m. (CST). The proposals, marked “original” and “copy”, must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Hondo
Attn: Rebekah Dolphus, City Secretary
1600 Avenue M
Hondo, TX 78861

Bid # 24-003 Fair Hall HVAC Replacement

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

Len McVay, Director of Parks and Facilities
Email: lmcvay@hondo-tx.org

The deadline for receipt of written questions shall be 5:00 PM CST, March 14, 2024.

Written responses will be posted by March 15th, 2024 on the City website www.hondo-tx.org under the public notices tab.

The contract will be awarded within thirty (30) days following the bid closure.

The City of Hondo reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Hondo.
STATEMENT OF PROPOSAL ACKNOWLEDGEMENT FORM

ANTI-COLLUSION CERTIFICATION

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this proposal and (ii) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Hondo City Council or any employees or agents of the City with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

______________________________  ______________________________
Company Name    Authorized Signature

______________________________  ______________________________
Date      Print or Type Signatory Name

______________________________  ______________________________
Address     Position / Title

______________________________  ______________________________
City / State      Zip Code

______________________________  ______________________________
Phone Number    Fax Number

______________________________  ______________________________
E-Mail       Web Page
Section 1 – Instructions for Submission of Bids

1.1 Purpose of Solicitation

The purpose of this Request for Bid (RFB) is to obtain bids from firms or individuals, hereinafter referred to as Vendor, Respondent, Proposer or Offeror, demonstrating competency for providing services to the City. The City will review the respondents in order of perceived qualifications to determine the most highly qualified offeror. Negotiations will be initiated with the Offeror selected most highly qualified in order to attempt to arrive at a contract with that Offeror at a fair and reasonable price. The City reserves the right to withdraw this Request for Bid at any time for any reason.

1.2 Signature Required

Statement of Proposal will not be considered unless the Statement of Proposal Acknowledgement Form is fully completed and an original manual signature in ink is provided by the Offeror’s authorized representative on the Proposal Acknowledgement Form.

1.3 Late Submission

The City will not receive/accept any late proposal submissions after the due date and time.

1.4 Preparation of Offers

Proposal forms should be typed, printed, or written in ink. Proposals written in pencil will not be considered for an award.

1.5 Withdrawing Bids/Proposals/Quotes

Statement of Proposal may be withdrawn any time prior to official time of submission by submitting a written and signed request to Rebekah Dolphus, City Secretary. Any Offeror who withdraws a statement of proposal shall sign a written receipt. After the official time of submission, all statement of proposals become property of the City.

1.6 Request for Statement of Proposal

The City is processing this solicitation as a sealed request for Statement of Proposals. Therefore, only the identity of the Offeror(s) will be disclosed at the time of opening. The content of any statement of proposals will be available for review only after a contract between the parties has been executed.

1.7 Addenda to Solicitation

If necessary, the City may modify this solicitation by formal written addendum, which is posted within the City’s website. Respondents shall acknowledge by completing addendum form provided by the City. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal
addendum to this solicitation shall be binding on the City.

1.8 Rejection/Disqualification

The City reserves the right to accept or reject any or all statement of proposals or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the City. A failure to provide any requested information may result in rejection of a statement of proposal, in whole or in part, at the City’s sole discretion. However, the City reserves the right to request additional or clarifying information from an Offeror after a statement of proposal has been submitted. Such information may be used to further evaluate the Offeror’s statement proposal.

1.9 Solicitation Costs

All cost incurred by the Offeror in the preparation, printing, demonstration or negotiation of its statement of proposal shall be borne by the Offeror. This solicitation does not obligate or commit the City to pay any costs incurred in the preparation and submission of the statement of proposal or to contract for the goods/services specified. Further, the City is not obligated to pay any costs incurred by any Offeror as a direct result of errors or omissions committed by City employees or agents in the preparation of this solicitation and the processing of the Offeror’s statement of proposal. It is incumbent upon each Offeror submitting a statement of proposal to verify the accuracy of the information herein contained based upon each Offeror’s research and information, and to immediately advise the City of any discrepancies.

1.10 Evaluation

General Service contracts are made by selecting the most highly qualified individuals, or firms, with the ability to meet the City’s specific needs. The City shall accept the statement of proposals which it deems to provide the best benefit to the City. Upon receipt, the City shall review the statement of proposals and may request additional information and conduct interviews with Offerors and their submitted references as the City deems appropriate. The criteria that may be used in evaluating the statement of proposals are as follows:

Evaluation Criteria:

Evaluation of the proposals received may consider, but shall not be limited to, the following review criteria:

General Quality and Adequacy of Response

- Completeness and thoroughness
- Understanding of the project

Organization, Personnel, and Experience

- Qualifications and experience of individuals who will perform and supervise the work requested by the City
- Technical capabilities of the firm
- Experience with similar projects
- Knowledge and familiarity with the City of Hondo
- Firm’s history of ethics violations or board actions

Outcomes

- Demonstrated timeliness on similar projects

Availability

- Capability to meet schedules and deadlines
- Current workload and ability to commence requested projects
- Ability to work closely with City Staff
- Demonstrated commitment to maintaining staff continuity for the project

Project Cost

1.11 Rejection of Statement of Proposal

The City may, by written notice to the Offeror, reject any statement of proposal if the City determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any employee, agent or elected official with a view toward securing a contract or securing favorable treatment with respect to the award or amendment of this solicitation.

1.12 Clarification

If any Offeror is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to Len McVay, Director of Parks and Facilities, at lmcvay@hondo-tx.org no later than March 14th, 2024 at 5:00 PM CST. An interpretation of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

1.13 Requests for Non-Disclosure of Information

Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Offeror’s statement of proposals will be deemed confidential during the evaluation process. Following award of a contract, all statement of proposals will become public documents and will be available for public viewing unless the Offeror has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its statement of proposals which the Offeror considers to be trade secrets and/or proprietary data. The Offeror may not identify its entire statement of proposals as consisting of trade secrets and/or proprietary data and any statement of proposals so marked shall be considered non-responsive. The City makes no representations with regard to whether the identified proportions of a statement of proposals are subject to public viewing pursuant to the Texas Public Information Act (Section 552.001 et seq. of the Texas Government Code) or any other applicable laws or statutes.
1.14 Negotiations

Negotiations may be conducted with the Offeror whose statement of proposal, in the sole determination of the City, offers the best services to the City or the City may award the contract based on such Offeror’s original statement of proposal. If the City is unable to agree upon a contract with the highest ranked Offeror, the City will terminate negotiations with such Offer and commence negotiations with the next highest ranked Offeror(s) until a contract is agreed upon, subject to the City’s right to reject all statement of proposals.

1.15 Assignment

Offerors may not transfer or assign their statement of proposal or any contract between an Offeror and the City which is awarded under this solicitation.

1.16 Availability of Funds

If the City fails to appropriate funds to provide the services requested in this solicitation, the City may terminate the contract with the Offeror awarded the contract without any termination charges upon a thirty (30) day notice by the City.

1.17 Tax Exemption

Unless otherwise noted, the City is exempt from all, and shall not pay or reimburse the Offeror with respect to any, local, state, and federal taxes.

1.18 Representation of Offeror

By submitting its statement of proposal, Offeror represents that:

i. Offeror has read and understands this solicitation;

ii. Offeror’s statement of proposal is made in accordance with this solicitation;

iii. Offeror’s statement of proposal is based upon the information set forth in this solicitation.

1.19 Equal Opportunity

The successful Offeror must agree to abide by regulations pertaining to Equal Employment as set forth in all applicable local, state, and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.
2.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must contain, and be organized, as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFB

Tab 1: Table of Contents

Tab 2: Introductory letter, to include name of firm and contact information for the primary City contact with the firm.

Tab 3: Company biography and other information: provide a brief company history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Provide evidence of professional licensing including copies of up-to-date licenses issued by the State of Texas. Offeror may also provide any other general information that the Offeror believes is appropriate to assist the City in its evaluation.

Tab 4: Experience, Past Performance, and Capacity. Offerors must submit under this tab a concise description of its experience, past performance, and capacity to deliver the proposed services:

Firm’s experience in installing and repairing HVAC Systems.

Provide overview of staffing levels and projects that demonstrates the firm’s ability to meet strict timelines for completion of requested services.

Tab 5: Litigation/Ethics

A. Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Offeror, including its parent, sister or subsidiary companies, and proposed sub-contractors.

B. Provide detail of any ethics violations or board actions within the past five (5) years against the Offeror, including its parent, sister or subsidiary companies, and proposed sub-contractors.

Tab 6: Provide three (3) references from similar governmental entities, organizations, and/or entities that Offeror has provided with similar services.

Tab 7: Business Owner Information Form

Tab 8: Disclosure of Conflict of Interest Form CIQ

2.2 Failure to provide completed documentation

Failure to complete the above documentation may be grounds to declare a statement of proposal non-
responsive and the City may reject the statement of proposal in whole or in part.

Remainder of Page Intentionally Left Blank
Section 3 – Insurance Requirements

3.1 Insurance

Contractors providing good, materials and services for the City of Hondo shall, during the term of the contract with the City of Hondo or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Hondo as additional insured as to all applicable coverage with the exception of workers compensation insurance.

2. Provide for at least thirty (30) days prior written notice to the City of Hondo for cancellation, non-renewal, or material change of the insurance.

3. Provide for a waiver of subrogation against the City of Hondo for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

3.2 Insurance Company Qualifications

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

3.3 Certificate of Insurance

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor’s RFB or response to proposal. If the contract is renewed or extended by the City of Hondo, a certificate of insurance shall also be provided to the City of Hondo prior to the date the contract is renewed or extended.

3.4 Type of Contract Type and Amount of Insurance

Statutory Workers compensation insurance as required by state law.

Automobile Liability with a minimum of $1 Million Dollars combined single limit.

Public Works and Construction General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) explosion, collapse and underground (If high risk or dangerous activities)

Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars

Professional Services Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate.
Section 4 – Scope of Work

4.1 Scope of Work

The City of Hondo is requesting statements of proposal for replacement of four (4) existing 10-ton Heat Pump Package units in addition to all required electrical work. Trunk line shall consist of internally lined spiral type duct. Offeror shall include the removal and disposal of all existing HVAC units and ductwork in their bid.

No minimum amount of work is guaranteed and the relationship with the selected firm shall be nonexclusive so as to allow the City to use other firms as the City deems necessary or appropriate. The City’s expectation is that the selected firm provide adequate services for the successful completion of the project.

The selected firm will report to the Director of Parks and Facilities on a mutually agreed basis, at no charge to the City. The selected firm will provide the Director of Parks and Facilities with a written report describing project status on a mutually agreed basis.
BUSINESS OWNER INFORMATION FORM

OWNER STATUS (Check applicable boxes)
BUSINESS NAME: ________________________________

( ) Male ( ) White ( ) Disabled ( ) Small Business
( ) Female ( ) Hispanic ( ) Not Disabled ( ) Large Business
( ) Asian Pacific
( ) Sub-Continent Asian
( ) Black/African American
( ) Native American
( ) Other Ethnicity ___________

MALE/ FEMALE ETHNICITY PHYSICAL CONDITION ENTERPRISE SIZE

BUSINESS STRUCTURE
( ) Sole Proprietor
( ) Partnership
( ) LLC
( ) Public Corporation
( ) Private Corporation
( ) Non-Profit
Organization

FEDERAL TAX ID #: _____________________________

SUBCONTRACTORS
( ) None. No subcontractor(s) will be used to complete this contract.
( ) Yes. Name(s) of Subcontractor(s): _____________________________________________
(____) % of Total Contract
Address: ______________________________________________________________
(Attach a list if additional space is necessary)

CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

The City will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional
information may be required after receipt of offers and/or award of contract(s) to support and document
the SMWBE certification. The City will accept certification from various agencies, [i.e. local
(www.sctrca.org), State of Texas (www.tbpc.state.tx.us), Federal (www.sba.gov or
www.va.gov/OSDBU), and the private sector (www.cstmbe.org or www.wbea-texas.org)]

Certifying Agency: _____________ REG #:__________________ Expiration Date: _____________

( ) SBE ( ) MBE ( ) WBE ( ) DBE ( ) 8(a) ( ) Veteran
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 22, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.009(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.009(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 175.005, Local Government Code. An offense under this section is a misdemeanor.

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

☐ 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.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4. 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.

5. 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).

6. Signature of vendor doing business with the governmental entity

Date
APPENDIX "A"
Installation Sketch
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

RFB# 24-003

FAIR HALL HVAC REPLACEMENT
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of ______________________ by and between the City of Hondo (hereinafter called “OWNER” or “CITY”) and ______________________ (hereinafter called “CONTRACTOR”).

OWNER and CONTRACTOR, in consideration of the covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of FAIR HALL HVAC REPLACEMENT

Article 2. PRINCIPAL ARCHITECT/ENGINEER AND OWNER’S REPRESENTATIVE.

The Project has been designed by [Engineer/Architect Firm Name, Engineer/Architect Full Address], who is hereinafter called “PRINCIPAL ARCHITECT/ENGINEER” and who assumes all duties and responsibilities and has the rights and authority assigned to PRINCIPAL ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER’S Representative shall be [Engineer/Architect Firm Name].

-OR-

(Note to City: Delete the Paragraph not used. Refer to flow charts to see if exceptions apply)

The Project’s scope for the Work has been determined by City of Hondo and this project falls under one or more exceptions to the Texas Engineering Practices Act (Tex. Occ. Code § 1001.053, 1001.402 & 1001.407) and the Architectural Act (Tex. Occ. Code § 1051.703(a)(2), 1051.73(a)(3)). For the Purposes of this Contract, all references to “PRINCIPAL ARCHITECT/ENGINEER” will be deemed to refer to the Owner’s Representative. OWNER’S Representative shall be [City Employee Name and contact and title].

Article 3. CONTRACT TIMES.

Contractor agrees the Work will be Completed within [ ] calendar days after the effective date of this Contract, plus any extensions of time allowed granted pursuant to Article 5. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Article 4. CONTRACT AMOUNT.
OWNER shall pay CONTRACTOR $[ ] for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined to be due and owing pursuant to the Contract Documents and the Contractor’s Quote/Bid/Proposal attached hereto as Exhibit “A” and incorporated by reference for all purposes, and any subsequent Change Orders thereto.

**Article 5. CHANGES.**

No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the OWNER (“Change Order”). The CONTRACTOR shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

CONTRACTOR acknowledges that per state law, the Contract Amount may not exceed $50,000 without a Payment Bond and may not exceed $100,000 without both a Payment and Performance Bond. The City Manager or his delegate may approve the written change order provided the change order does not bring the revised contract amount over $50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. In the event a change order does exceed $50,000 or $100,000, and the City Manager or his delegate approves same, then CONTRACTOR shall comply with the terms provided in Article 9 herein.

**Article 6. PAYMENT PROCEDURES.**

Applications for Payment will be processed by PRINCIPAL ARCHITECT/ENGINEER as determined by the OWNER.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR’S Applications for Payment as recommended by PRINCIPAL ARCHITECT/ENGINEER. Upon final completion and acceptance of the PRINCIPAL ARCHITECT/ENGINEER, OWNER shall pay the remainder of the Contract Amount as recommended by PRINCIPAL ARCHITECT/ENGINEER.

Payment and interest shall comply with the Texas Prompt Payment Act, Tex. Gov. Code 2251.

**Article 7. CONTRACTOR’S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda, if any, listed in Article 9) and the other related data identified in the solicitation documents.
CONTRACTOR understands that this Contract supersedes any and all conflicting provisions provided in the solicitation documents. In the case any provisions conflict, the CONTRACTOR acknowledges that the Contract terms control and shall comply with same.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas including all access requirements, hoisting requirements and conditions, and site logistics; (2) generally prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability, logistics, and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property; (6) applicable laws; (7) executive orders by local, State of Texas, or federal government authorities relating to COVID-19; and (8) other similar issues.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and any Owner’s design consultants/architects/engineers do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and Drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER or PRINCIPAL ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PRINCIPAL ARCHITECT/ENGINEER or Owner’s PRINCIPAL ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR is aware that if the Contract Price exceeds through a written change order increases the original Contract Price over $50,000 or $100,000, that Payment and Performance Bonds shall be procured in accordance with Article 8.

CONTRACTOR hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

1. Pursuant to Chapter 2258, Texas Government Code, CONTRACTOR shall comply with the minimum General Prevailing Wage Rate of per diem wages for work of similar character in Medina County, Texas, for each type of laborer, workman or mechanic needed to implement the Contract at the Project Site, and not less than the general prevailing rate per diem wages for legal holiday and overtime Work. The Schedule of General Prevailing Wage Rates specifically adopted by the OWNER for this Project, and other important Wage and Labor Standard Provisions are included in these Contract Documents attached as Exhibit “B”. In the event CONTRACTOR fails to comply with the prevailing wage law, by statutory authority, CONTRACTOR shall forfeit to the OWNER $60.00 per calendar day, or portion thereof, for each laborer, workman, or mechanic who is paid less than the specified local rate for any Work done under the Contract.

2. Pursuant to Texas Local Government Code Chapter 176, CONTRACTOR shall submit a signed Texas Ethics Commission (“TEC”) Conflict of Interest Questionnaire (“CIQ”) at the time CONSULTANT submits this signed Agreement to CITY OF HONDO. TEC Form CIQ and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/forms/conflict/. If CONTRACTOR certifies that there are no Conflicts of Interest, CONTRACTOR shall indicate so by writing name of CONTRACTOR’S firm and “No Conflicts“ on the TEC Form CIQ.

3. If CONTRACTOR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONTRACTOR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the
TEC to CITY at the time CONTRACTOR submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting https://www.ethics.state.tx.us/filinginfo/1295/. CONTRACTOR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONTRACTOR has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

4. As required by Chapter 2271, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term “boycott Israel” in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

5. Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

6. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.

7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals
who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code (“Designated Country”), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term “critical infrastructure” in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

**Article 8. Performance and Payment Bonds**

*For a Quote/Bid/Proposal in excess of $50,000, a Payment Bond shall be procured and executed by CONTRACTOR in the full amount of the Contract Price conditioned upon the faithful performance of the Work for OWNER in accordance with the Plans, Specifications, and Contract Documents. Said Bond shall be solely for the protection of Owner.*

*For a Quote/Bid/Proposal in excess of $100,000, both a Payment and Performance Bond shall be executed in the full amount of the Contract Price, for the primary protection of all claimants against the surety for non-payment in supplying labor, materials, and equipment in the prosecution of the Work provided for in the Contract, for the use of each such claimant timely perfecting a proper claim against surety.*

*If the Contract Price increases above $50,000 or $100,000 through written Change Order approved by the OWNER, the same shall be procured as mentioned above.*

CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance of the Work for OWNER and payment of all CONTRACTOR’s labor, materials, equipment and supply obligations under the Contract Documents. **These Bonds shall remain in effect by CONTRACTOR at least until one year after the date when final payment becomes due,** except as otherwise provided by Law or Regulation or by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation and on the Forms provided in Exhibit “F” to this Contract and be executed by such sureties as are authorized to do business in the State of Texas and listed in the current Federal Circular 570 as authorized to issue bonds. All Bonds signed by an agent (“attorney in fact”) must be accompanied by a certified copy of the authority to act on behalf of the surety. CONTRACTOR and its surety understand that the Bonds shall automatically be increased in the amount of any additive Change Orders signed by Owner and CONTRACTOR. CONTRACTOR shall supply said Bonds to Owner for approval not later than (5) days after the date of execution of the Agreement. The Bonds shall be in the form required by Owner and shall name Owner as obligees. CONTRACTOR’S failure to provide bonds, if required, shall constitute a material breach of the Agreement, entitling Owner to terminate the Agreement and to exercise all rights, remedies and recoveries under the Contract Documents, at law and in equity. All refunds, if any, from any such
Premiums shall accrue to Owner. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent, or its right to do business in Texas is terminated or it ceases to meet the requirements herein, CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

**Article 9. CONTRACT DOCUMENTS.**

The Contract Documents are comprised of the following:

1. This Agreement.

2. Exhibits to this Agreement:
   - Exhibit “A”: Contractor’s Quote/Bid/Proposal (including any addenda issued)
   - Exhibit “B”: Prevailing Wage Rates
   - Exhibit “C”: Insurance Requirements
   - Exhibit “D”: Contractor’s Certificate of Insurance
   - Exhibit “E”: Technical Specifications and Drawings (as issued for Quote/Bid/Proposal) (these may be provided in separate attachments)
   - Exhibit “F”: Performance and Payment Bond

3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Field Work Directives.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented by change order.

**Article 10. INDEMNITY PROVISIONS.**

1. **GENERAL.** To the fullest extent permitted by law, and except as set out in Articles 10.2 and 10.3, below, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, (ALL THE “INDEMNITEES” AND INDIVIDUALLY AN “INDEMNITEE”), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR OR ANY SUBCONTRACTOR PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (1) THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER APPLICABLE LAW BY CONTRACTOR OR ANY SUBCONTRACTOR (OR ANY OF THEIR EMPLOYEES) OF ANY TIER; (2) ANY LIEN OR BOND CLAIM ASSERTED BY ANY
SUBCONTRACTOR OR SUPPLIER OF ANY TIER FOR WORK OR MATERIALS PROVIDED TO THE PROJECT, CONDITIONED UPON PAYMENT RECEIVED BY CONTRACTOR FROM OWNER HEREUNDER; (3) BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, EXCEPT TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ANY INDEMNITEE OR THEIR DESIGN PROFESSIONALS OR SEPARATE CONTRACTORS (OTHER THAN THE CONTRACTOR OR ANY SUBCONTRACTORS).

2. **EMPLOYEE INJURY CLAIMS.** IN ADDITION TO THE INDEMNIFICATION PROVIDED IN ARTICLES 10.1 AND 10.3, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ALL INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND COSTS), ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY CLAIM OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE’S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN “EMPLOYEE INJURY CLAIM”), EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER OR ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE CONTRACTOR THAT, IN SUCH EVENT, THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF THE EMPLOYEE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

3. **COPYRIGHT INFRINGEMENT CLAIMS.** IN ADDITION TO THE INDEMNIFICATION PROVIDED IN ARTICLES 10.1 AND 10.2, ABOVE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ANY INDEMNITEE(S) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST OWNER OR INDEMNITEE(S) ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INSTRUMENTS OF SERVICE FURNISHED BY OR THROUGH CONTRACTOR OR ITS SUBCONTRACTORS, EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN
If such infringement claim or action has occurred or, in CONTRACTOR’S judgment is likely to occur, OWNER shall allow the CONTRACTOR at CONTRACTOR’S option and expense, (unless such infringement results directly from CONTRACTOR’S compliance with OWNER’S written standards or specifications or by reason of OWNER’S or PRINCIPAL ARCHITECT/ENGINEERS’ design of articles or their use in combination with other materials or in the operation of any process for which the OWNER shall be liable) to either: (a) procure for OWNER the right to continue using said deliverable and/or materials; (b) modify such deliverable and/or materials to become non-infringing (provided that such modification does not adversely affect OWNER’s intended use of the deliverable and/or materials as contemplated hereunder); (c) replace said deliverable and/or materials with an equally suitable, compatible and functionally equivalent non-infringing deliverable and/or materials at no additional charge to OWNER; or (d) if none of the foregoing alternatives is reasonably available to CONTRACTOR, upon written request City shall return the deliverable and/or materials in question to Contractor and Contractor shall refund all monies paid by OWNER with respect to such deliverable and/or materials and accept return of same. If any such cure provided for in this Article shall fail to satisfy the third-party claimant, these actions shall not relieve CONTRACTOR from its defense and indemnity obligations set forth in this Article 10.

The indemnification obligations under this Article 10 shall not be limited in any way by the limits of any insurance coverage or any limitation on the amount or type of damages, compensation, or benefits payable by, for, or to CONTRACTOR or any subcontractor, supplier, or any other individual or entity under any insurance policy, workers’ compensation acts, disability benefit acts, or other employee benefits acts.

Workmen Safety. The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the OWNER, its agents, consultants, and representatives or the PRINCIPAL ARCHITECT/ENGINEER pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing there under for protection, occupational safety and health to workmen. It is agreed that the primary obligation of the Contractor is to comply with these statutes in the performance by CONTRACTOR of the Work and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the CONTRACTOR.

Other Provisions Regarding Indemnity.

1. The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. NOTHING IN THIS ARTICLE 10 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONTRACTOR OR CITY UNDER TEXAS LAW.
2. The obligations contained in this Article 10 shall survive the expiration, completion, abandonment and/or termination of the Agreement and Final Completion of the Work and any other services to be provided pursuant to this Contract. Contractor shall promptly advise the City in writing of any claim or demand against the OWNER or CONTRACTOR, as the case may be, known to CONTRACTOR, related to or arising out of Contractor’s activities under this Contract, and shall see to the investigation and defense of such claim or demand at CONTRACTOR’S cost. The OWNER shall have the right at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this Article.

3. Defense Counsel. OWNER shall have the right to approve defense counsel, of which approval will not be unreasonably withheld, to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify OWNER, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of OWNER’S written notice that OWNER is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain counsel within such time period, OWNER shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by OWNER. City shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

4. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Article 10 or the Additional Insured requirements in this Contract, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision in this Agreement be held invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, then the remainder of the provision, paragraph, Article and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Article 11. Termination

Upon the occurrence of any one or more of the following events:

1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise, under any other federal or Texas law in effect at such time, relating to the bankruptcy or insolvency;
2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or Texas law in effect at the time relating to bankruptcy or insolvency;
3. If CONTRACTOR makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of the property of CONTRACTOR is for the purpose of enforcing a lien against such CONTRACTOR property, or for the purpose of general administration of such CONTRACTOR property, for the benefit of CONTRACTOR's creditors;
5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
6. If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or equipment, or failure to adhere to the Progress Schedule, as revised from time to time);
7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
8. If CONTRACTOR disregards the rights of OWNER; or
9. If CONTRACTOR otherwise violates in any substantial and material way, any provisions of the Contract Documents.

OWNER may, after giving CONTRACTOR and the surety seven (7) calendar days written notice, and to the extent permitted by Laws and Regulations: terminate the services of CONTRACTOR; exclude CONTRACTOR from the Project site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the Project site; and use the same to the full extent they could be used by CONTRACTOR (without OWNER liability to CONTRACTOR for trespass or conversion), and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the OWNER's direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PRINCIPAL ARCHITECT/ENGINEER, other engineers, architects, attorneys and other professionals and court costs), such excess will be paid to CONTRACTOR. If such OWNER costs exceed such unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by PRINCIPAL ARCHITECT/ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.

Where CONTRACTOR's services have been so terminated by OWNER, that termination will not affect any rights or remedies of OWNER under this continuing Agreement against CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from ongoing liability under this Agreement.
Upon seven (7) calendar days written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement for OWNER’S convenience. In such case, CONTRACTOR shall cease operations; take actions necessary for the protection and preservation of the Work; place no further orders or subcontracts for material, services, or facilities except as may be necessary or required for completion of such portion of Work under the Contract that is not terminated, assist the OWNER, as specifically requested, in writing, in the maintenance, protection and disposition of property acquired by the OWNER under the Contract; transfer to the OWNER title to Work completed for which payment is made to the CONTRACTOR; and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for convenience, the CONTRACTOR shall be entitled to receive payment for (a) Work properly executed in accordance with the Contract Documents prior to the effective date of termination, including any overhead and profit for Work completed, and (b) direct, actual and unavoidable (by exercise of reasonable care) costs incurred by CONTRACTOR for terminating the Work and demobilizing the site. Direct costs do not include profit or any consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Nor shall CONTRACTOR be entitled payment for Work not performed, nor to overhead or profit on Work not performed or any other damages not expressly provided in this provision.

Article 12. MISCELLANEOUS.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 12:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Quote/Bid/Proposal process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Quote/Bid/Proposal process or the execution of the Contract to the detriment of OWNER, (b) to establish Quote/Bid/Proposal or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more bidders/contractors/vendors, with or without the knowledge of OWNER, a purpose of which is to establish Quote/Bid/Proposal prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Quote/Bid/Proposal process or affect the execution of the Contract.

No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract. OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

This Contract, its construction, and any disputes arising out of, connected with or relating to the Contract, shall be governed by the laws of the State of Texas, without regard to any conflict of law principles. Any claim or dispute arising out of or related to this Contract shall be subject to litigation in the District Courts of Medina County, Texas.

CONTRACTOR and OWNER agree that OWNER is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this Article comprises part of this Contract without necessity of additional consideration.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such.
Notwithstanding the foregoing, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on ________________________, (which is the effective date of the Agreement).
OWNER: City of Hondo
By: 
Attest: 
Address for giving notices:

CONTRACTOR:
By: 
(CORPORATE SEAL)
Attest: 
Address for giving notices: 
License No. 
Agent for service of process: 

END OF SECTION
EXHIBIT “B”
PREVAILING WAGE RATES

{Insert the most current Wage Determination for Medina County, Texas for public projects for the type of work (Building/Heavy/Highway) found at https://sam.gov/content/wage-determinations}
EXHIBIT “C”
INSURANCE REQUIREMENTS

{These insurance types and limits can vary by project due to type of construction and risks involved and contractor’s ability to obtain insurance}

Contractor will procure and maintain, and require that all Subcontractors procure and maintain, the insurance coverages set forth in this Exhibit under forms of policies satisfactory to Owner with the policy limits set forth below. Coverages shall be maintained by Contractor and all Subcontractors as set forth below as further described in this EXHIBIT “C”. “Owner,” “Indemnitee,” “Contractor,” and “Subcontractor” shall each have the meanings set forth in the Agreement.

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<thead>
<tr>
<th>Insurance</th>
<th>Contractor Limits</th>
<th>Subcontractor Limits</th>
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<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
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<td>Employer’s Liability Insurance:</td>
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<td>Commercial General Liability (“CGL”)</td>
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<td>Excess Liability</td>
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<td>Pollution/Environmental Liability</td>
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<td>Required for Subcontractors with a scope</td>
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<td>materials or demolition:</td>
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1. **Worker’s Compensation Insurance/Employer’s Liability.** Contractor and all Subcontractors shall provide Worker’s Compensation and Employer’s Liability coverage that includes occupational disease coverage with benefits and employer’s liability coverage with limits as set forth above, or within the statutory limits required under Texas law, whichever is greater. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

2. **Commercial General Liability Insurance.** Commercial General Liability coverage (“CGL”) shall be provided by Contractor and all Subcontractors on ISO occurrence form CG 00 01 (or a substitute form providing
equivalent coverage) with the limits as specified above. The CGL insurance general aggregate limit shall apply separately to this Project and Contractor and all Subcontractors shall provide evidence of same through ISO Endorsement CG 25 03 05 09. The policies shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations (including XC/U as applicable), independent contractors, electronic data liability (under endorsement ISO CG 04 37), advertising injury, products-completed operations, property damage, and personal injury (with employment exclusion deleted or a separate employment practices liability policy), and death resulting therefrom. There shall be no endorsement or modification of the CGL policies limiting the scope of, or excluding coverage for residential work, explosion, collapse, underground property damage, or any type of subsidence in earth movement work, including soil compaction, fill, or installation of storm or sewer drains. The “Care, Custody, and Control” exclusion shall be removed. If Contractor cannot procure underground liability (XC/U) coverage, such coverage shall be procured and maintained by each Subcontractor responsible for structural support, structural rehabilitation and/or concrete work, and such coverage shall be in the limits required for CGL above, shall protect the interests of the Owner, and shall remain in effect until all claims arising out of the Work are barred by the statute of repose under Texas law.

Commercial General Liability policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations. Owner reserves the right to notify Contractor and Subcontractors of any additional prohibited exclusions or endorsements in advance of placing the insurance. A copy of each CGL Schedule of Forms and Endorsement page(s) of the policy shall be provided to verify the coverages required, that the Endorsements required by these insurance requirements are included, and that no prohibited exclusions exist in the policy. Owner may require additional exclusions be removed. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. Contractor and all Subcontractors shall maintain CGL insurance with coverage as specified in this Exhibit at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose under Texas law or will purchase a forward extension in its current term policy written to provide completed operations coverage for this Project upon completion and for the required statute of repose.

3. **Automobile Liability Insurance.** Contractor and all Subcontractors shall provide automobile liability coverage with such policy limits described above. Automobile liability coverage shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. **Excess Liability Insurance.** Excess liability insurance shall be provided by Contractor and all Subcontractors with such policy limits described above. Policies, in each case, shall be excess of the CGL, Automobile Liability, and Employers Liability insurance on a “following form” basis and be no less broad than the CGL, Automobile Liability, Employer’s Liability as described in these insurance requirements, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations. Continuing excess coverage shall include liability coverage for damage to the insured’s completed work. The policy shall provide coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss. Contractor and all Subcontractors shall maintain the excess policy insurance with coverage as specified in this Exhibit at all times during the course of the Agreement and until all claims arising out of the Work are barred by the statute of repose under Texas law.

5. **Pollution Liability Insurance.** Contractor and all Subcontractors will provide Pollution Liability insurance that shall cover a pollution event or release on the Project Site resulting from its activities under and during the term of this Agreement and for completed operations. Coverage shall include mold, mold remediation, bacteria, naturally occurring hazardous substances. The policy shall provide coverage for “sudden & accidental”
and gradual occurrences arising from the work performed by Contractor and its Subcontractors under the Agreement. The annual aggregate shall apply separately to this Project. Contractor’s coverage under this policy shall include a 7-day minimum occurrence period for emergency response costs. The policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from any of the following:

- Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable).
- Impaired property that has not been physically injured.
- Materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the Owner’s review and approval.
- Property damage to the work performed by a contractor.
- Faulty workmanship as it relates to clean up costs.
- Punitive, exemplary or multiplied damages.
- Work performed by Subcontractors.
- Contractual liability incurred as a result of an injury to an employee of the insured.

Contractor shall maintain pollution liability insurance with coverage as specified in this Exhibit until such time as all claims are barred by applicable statutes of limitation or repose.

6. **CONTRACTOR’S EQUIPMENT POLICY.** Property insurance obtained for the Project may not cover all equipment, tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. Any insurance policy covering Contractor’s or any Subcontractor’s equipment against loss by physical damage shall include an endorsement waiving the insurer’s right of subrogation against the Owner. SHOULD CONTRACTOR OR ANY SUBCONTRACTOR CHOOSE TO SELF INSURE THIS RISK, IT IS EXPRESSLY AGREED THAT CONTRACTOR AND ANY SUBCONTRACTOR HEREBY WAIVE ANY CLAIM FOR DAMAGE OR LOSS TO SAID EQUIPMENT IN FAVOR OF THE OWNER AND ALL INDEMNITEES. CONTRACTOR WILL OBTAIN SIMILAR WAIVERS IN FAVOR OF OWNER, AND INDEMNITEES FROM ANY SUBCONTRACTOR ELECTING TO SELF-INSURE THIS RISK.

7. **INSURANCE REQUIRED OF SUBCONTRACTORS.** Each Subcontractor, shall provide the coverages with limits as set forth in the table above and throughout this Exhibit. The limits of such insurance may be adjusted in accordance with the nature of each entity’s operations but, if such adjustment is requested, it must be submitted to Owner for approval before any work commences under the agreement in question.

8. **GENERAL TERMS FOR ALL INSURANCE POLICIES.** All insurance coverages (including those provided by Subcontractors) must be placed with carriers acceptable to Owner, licensed to do business in Texas, and having an A.M. Best’s Guide rating of A-VII or better. The insurance coverages shall be written on an occurrence basis, except for Professional Liability and Pollution Liability which may be written on a claims made basis, and shall be primary and not excess insurance vis-à-vis any coverage, any self-insurance, or other policy of insurance maintained by Owner. Certificates of insurance and additional insured endorsements required herein shall provide that the policies shall be primary without right of contribution from any insurance carried by Owner. Each policy, other than Worker’s Compensation/Employer’s Liability and Professional Liability, shall contain a severability of interest clause stating “it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.” Each policy shall provide for full separation of insureds and include no insured v. insured limitations or exclusions.

9. **ADDITIONAL INSURED STATUS.** The insured status required for Owner, and Indemnitees under the Builder’s Risk policy is set forth in paragraph 7 above. As it concerns the other policies required of Contractor and Subcontractors as herein provided, Contractor and Subcontractors shall list Owner, and Indemnitees, and their officers, directors, agents, and employees as additional insureds on all policies except Worker’s Compensation
and Professional Liability, using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage.

10. **WAIVER OF SUBROGATION.** Each policy of insurance, except Contractor’s Professional Liability policy, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against Owner, and Indemnitees and their officers, directors, agents, and employees.

11. **EVIDENCE/PROOF OF INSURANCE.** Evidence of the insurance coverage required to be maintained by Contractor and all Subcontractors under this Exhibit, represented by certificates of insurance issued by the insurance carriers and a copy of the CGL policy with all endorsements, must be furnished to Owner before commencement of the Work (or, with respect to Subcontractors, before such entity begins its portion of the Work or Services) and as coverage renews. Certificates of Insurance shall evidence the above-referenced coverages and shall enumerate, among other things, the additional insured status of Owner and the other parties identified in Article 12 above. The insurance policies shall provide or be endorsed to include a requirement for each insurer to give Owner notice at least thirty (30) days prior to any cancellation. Certificates of Insurance and all additional insured endorsements as provided herein shall be mailed to Owner, and Developer and other addressees at the addresses provided in the Agreement.

12. **FAILURE TO PROVIDE POLICIES.** In the event of any failure by Contractor to comply with the insurance requirements included in this Exhibit, Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to Contractor, purchase such insurance, and deduct the cost of such insurance from Contractor’s compensation, provided that Owner shall have no obligation to do so and if they shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

13. **DEDUCTIBLES, RETENTIONS & EXCLUSIONS.** Insurance deductibles shall be paid by Contractor without reimbursement. Any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this agreement to the extent applicable, shall be assumed by, for the account of and at the sole risk of Contractor and its Subcontractors.

14. **ENFORCEABILITY OF REQUIREMENTS.** None of the requirements contained herein as to types, limits, or Owner’s approval of insurance coverage to be maintained by Contractor is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Agreement or otherwise provided by law. All insurance coverages required by the Agreement, as amended by Owner, shall be written in strict conformance with these requirements to provide complete and full coverage to Owner, and Indemnitees for Contractor’s and all Subcontractors’ ongoing and completed operations. If coverages and/or specified endorsements are not available due to a change in Texas law, each entity shall secure equivalent coverages, which shall be subject to approval by Owner. To the extent any provision of these insurance requirements is held to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable.

15. **WORKMEN’S COMPENSATION AND EMPLOYER’S LIABILITY.** This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer’s Liability policy shall include an “all states” endorsement.

**Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language**

(A) **Definitions:**
Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

"Duration of the Project" - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

"Persons providing services on the Project" ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

"Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services
on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

2. provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

4. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
   - a certificate of coverage, prior to the other person beginning Work on this Project; and
   - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

5. retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

6. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

7. contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers’ compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does
not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.
EXHIBIT “D”
CONTRACTOR’S CERTIFICATE OF INSURANCE
{Insert the Contractor’s Certificate of Insurance}
EXHIBIT “E”
TECHNICAL SPECIFICATIONS
AND DRAWING

(These may be provided in separate attachments.)
EXHIBIT “F”
PAYMENT AND PERFORMANCE BONDS FORMS

NOTE TO CITY: REPLACE THESE FORMS WITH ACTUAL BONDS ONCE THEY ARE SUPPLIED BY CONTRACTOR. DO NOT ISSUE NOTICE TO PROCEED WITHOUT A COPY OF THE BONDS. BONDS SHOULD BE CHECKED FOR SUFFICIENCY AND VALIDITY BY STAFF, CITY ATTORNEY OFFICE, OR ENGINEER/ARCHITECT.
STATE OF TEXAS
COUNTY OF _______________

KNOW ALL MEN BY THESE PRESENTS: That ________________________ (Contractor) of the City of ________________, County of ________________, and State of Texas, as Principal, and ________________, authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of ________________ Dollars ($_______) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ______ day of ________________, 20____, for construction of: ______________________ (the "Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway 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 the work to be performed thereunder.

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

_____________________________                  ______________
Principal                                Surety
BY: _______________________________                  ______________
TITLE: ____________________________________                  ______________
ADDRESS: ____________________________________                  ______________

______________________________                  ______________________________
PHYSICAL ADDRESS:                              MAILING ADDRESS FOR NOTICE OF CLAIMS:

______________________________                  ______________________________
TELEPHONE: ________________________________                  LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

The name and address of the Resident Agent of Surety is:

______________________________
STATUTORY PAYMENT BOND

STATE OF TEXAS
COUNTY OF __________________________

KNOW ALL MEN BY THESE PRESENTS: That __________________________ (Contractor) of the City of __________________________, County of __________________________, and State of Texas, as Principal, and __________________________ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Hondo (Owner), in the penal sum of __________________________ Dollars ($ ________________ ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ________ day of ________________ ________________, 20__, for construction of: __________________________ (the “Contract”), which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the ________ day of ________________ ________________, 20__.

__________________________________________       __________________________________________
Principal                                      Surety

BY: ___________________________________________       BY: ___________________________________________

TITLE: __________________________________________       TITLE: __________________________________________

ADDRESS: __________________________________________       PHYSICAL ADDRESS:

________________________________________
________________________________________
________________________________________

MAILING ADDRESS FOR NOTICE OF CLAIM:

________________________________________
________________________________________
________________________________________

TELEPHONE: __________________________________

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

________________________________________

The name and address of the Resident Agent of Surety is:

________________________________________
________________________________________
________________________________________

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