

INVITATION TO BID

PROJECT: **PLAYSCAPE NO. 2 REPLACEMENT AT LIGHTHOUSE BEACH PARK**".

BID DATE AND TIME: **August 1, 2019 AT 2:30 pm**

Sealed bids for the above referenced project will be received by the City Secretary's Office, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked "**Sealed Bid for Playscape No. 2 Replacement at Lighthouse Beach Park - Bid Opening at 2:30 P.M., August 1, 2019**". Bids received after this time shall be returned unopened.

The complete bid package may be downloaded on the City's website at www.portlavaca.org or by contacting City Engineer Jody Weaver at 361-827-3601 or jweaver@portlavaca.org. Bidders may also contact City Engineer Jody Weaver with any questions or to arrange for a site visit.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The Award of the Construction Contract, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

This project is being funded in part by a FEMA Public Assistance grant. All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal programs may not undertake any activity in part or in full under this project.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding.

Small and minority businesses, women's owned business enterprises, and labor surplus area firms are encouraged to submit bids and Bidder's using subcontractors must solicit such firms in the subcontracting process.

The **CITY OF PORT LAVACA** is an equal opportunity employer without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, handicap, or limited English proficiency.

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: REPLACEMENT OF PLAYSCAPE NO. 2 AT LIGHTHOUSE BEACH

This Bid is being submitted to the CITY OF PORT LAVACA, 202 N. Virginia, Port Lavaca, TX 77979 on or before THURSDAY, AUGUST 1, 2019 at 2:30 pm.

1. Pursuant to and in compliance with the Invitation to Bid and the bid specifications dated July 17, 2019, prepared by the City Engineer, relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform all Work as specified or indicated in, and in accordance with, the Bid Documents, and addenda thereto, within the time stated herein for the following sum of money:

A. BASE BID: All labor, materials, services, equipment, warranty, insurance, and all other things necessary to furnish and install a new playscape, with comparable play features as the existing, and PIP safety surfacing in compliance with the drawings and specifications.

_____ Dollars

(\$ _____)

3. If awarded this contract, the undersigned will provide proof of insurance coverage, a 100% Payment Bond and a Performance Bond if applicable per statute, and execute a satisfactory Construction Contract with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (60) days from the bid opening date.

4. The undersigned BIDDER agrees to the following:

A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the plans and specifications.

B. To complete the Work within _____ calendar days from the Notice to Proceed.

C. That the Bidder certifies that he/she has not been debarred by the Office of Federal Contract Compliance programs (OFCCP). Bidder has enclosed the results of a www.sam.gov search on the Bidder to provide proof that they are in good standing with the OFCCP and not on the debarment list.

- D. To provide to the City of Port Lavaca upon their written request, financial statements, and other records to show evidence of Bidder's qualifications and experience to perform the work.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- A. BIDDER has examined copies of all Bid Documents and the following Addenda, receipt of which is hereby acknowledged.
Addendum No. _____
Date Rec'd: _____
- B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
- D. Bidder has submitted with the bid a copy of the layout of the proposed playscape, identifying the various play features and bringing attention to any features significantly different than the existing Playworld™ playscape. The layout indicates the overall dimensions of the safety surfacing and diimensions of the playscape from the proposed border of the safety surfacing.
6. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2019

By _____
Signature

Title

Seal if Bidder is Corporation

EXPERIENCE RECORD

List projects similar in size and scope to the covered by this proposal which BIDDER has successfully completed:

<u>Amount of</u> <u>Contract Award</u>	<u>Type of Work</u>	<u>Date</u> <u>Completed</u>	<u>Owner Contract</u> <u>and phone no.</u>
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List projects BIDDER is now engaged in completing

<u>Amount of</u> <u>Contract Award</u>	<u>Type of Work</u>	<u>Percent</u> <u>Complete</u>	<u>Owner Contract</u> <u>and phone no.</u>
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END OF SECTION

SUMMARY OF WORK

1.0 GENERAL

- 1.1 Work under this contract consists furnishing and installing a new playscape and safety surfacing to replace one damaged in Hurricane Harvey.
- 1.2 Contractor's use of premises:
- A. Contractor shall coordinate the use of the jobsite with the Public Works Director and shall not unreasonably encumber the jobsite with materials and equipment.
 - B. Contractor shall assume full responsibility for the protection and safekeeping of his materials, equipment, tools, and other products stored on the premises.
 - C. Contractor shall limit his operations to within the City's property. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
 - D. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
 - E. It is the Contractor's responsibility to protect the City's property and all private property against damage by the construction process. If the site, and/or adjacent structures, trees, shrubs, pavement, vehicles, equipment, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Engineer. If the Contractor has any concerns over the existing condition of any area, he shall meet with the City Engineer to record this concern via photographs and field notes prior to the beginning of construction.
- 1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.
- 1.4 Submittals:
- A. Submit manufacturer's product information and written installation instructions.
 - B. Submit a layout of the proposed playscape, identifying the various play features and bringing attention to any features significantly different that the existing Playworld™ playscape. Indicate overall dimensions of the safety surfacing and dimensions of the playscape from the border of the safety surfacing.
- 1.5 Site Visit: To arrange for a site visit to these locations, please contact the City Engineer at 361-827-3601.

2.0 PRODUCTS

- 2.1 Playscape play elements: The play elements/features shall be equivalent/similar to the existing Playworld™ playscape, shown as *Exhibit A*.
- 2.2 Playscape: The manufacturer shall be ISO 9001:2000 certified. The playscape shall be equal to the products of R3 Recycled Playgrounds by Superior Recreational Products of Carrollton, Ga.

- a. Structural plastic Lumber: shall be manufactured with HDPE and fiberglass elements to act as a reinforcement with HDPE. Lumber shall be molded in one piece per specified size. All materials will have UV additives to prevent deterioration of the plastic lumber from exposure to UV light. HDPE will be made of 100% recycled material; both post industrial & post consumer, excluding additives and colorants. Finished plastic lumber will not rot, split, crack or splinter for a minimum of 50 years. It shall be resistant to termites, marine borers, salt spray, oil and fungus. Structural posts shall be made of nominal 6"x6" posts. All holes shall be predrilled prior to installation.
 - b. Hardware: All hardware shall be stainless steel (ANSI/ASCE-8-90), with the exception of self drilling/self tapping screws and bolts shall be corrosion-resistant coated steel passing a 100 hour salt test. Hardware shall be tamper-resistant where practical.
 - c. Rotationally -Molded Plastics: shall be 1st quality LDPE with a 3/8" wall thickness, static inhibitors and 2,550 psi tensile strength (ASTM D638). Roto-molded plastics shall be UV stabilized and have a UV 8 rating as tested per ASTM G155 cycle guidelines. Roto-molded plastics shall adhere to the following ASTM codes: D1238, D4883, D3418, D790 Procedure B, D648, and D1693 Condition A (F50).
 - d. Poly Sheet: shall be 3/4" HDPE, tested in accordance with ASTM D1928 Procedure C. HDPE shall be textured with a matte finish, UV stabilized and have a UL 94 HB fire rating. HDPE sheeting shall be stain and graffiti resistant and not delaminate, splinter or crack and shall adhere to the following ASTM codes: D1505, D1238, D638 Type 4, D746, D790, and E831.
 - e. Powder coating on metal (galvanized steel ladders, grab bars, etc.): Prior to powder coating there shall be a zinc-rich powder primer applied as an electrostatic spray. The powder coating shall be applied with an electrostatic application, baked at 400°. The total thickness of primer and final coat shall be 5-7 mils. The powder coat shall be lead free, high-gloss or semi-gloss and a no peel/no flake finish. Powder coating shall adhere to the following ASTM codes: B-117, D-2247, and 2794.
- 2.3 Safety Surfacing: shall be a poured in place (PIP) rubber playground surfacing equal to TotTurf® EPDM, manufactured by Robertson Recreational Surfaces. The PIP safety surfacing shall be guaranteed against defects in workmanship and material for five (5) years.
- a. The Cushion Layer shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffings, and capped with EPDM and/or SBR rubber granules mixed with a polyurethane binder creating the Wear Course.
 - b. The Cushion Layer shall be capped with EPDM and/or SBR rubber granules mixed with a polyurethane binder creating the Wear course.

- c. The depth of the Cushion Layer shall be as required to meet the ASTM critical fall height requirements of the proposed playscape.
- d. The Wear Course shall be a minimum thickness of ½” and the surface shall comply with ADA and CPSC guidelines as well as ASTM standards.

3.0 EXECUTION

All construction shall be performed in accordance with latest Consumer Product Safety Commission Guidelines.

Demolition of the existing playscape and safety surfacing will be performed with City personnel and equipment.

Contractor shall submit shop drawings and color selection charts for City approval and selection for the playscape and safety surfacing prior to fabrication of the playscape.

350-1207

Design Number: 350-1207B - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0009GZ	3.5in OD x 112in GROUND ZERO POST	1
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
3	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	1
4	ZZCH0059	3.5in OD x 172in STEEL POST W/O CAP	6
5	ZZCH0077	3.5in OD x 200in STEEL POST W/O CAP	6
Decks & Kick Plates			
6	zzCH0619	FULL HEX COATED DECK ASSEMBLY	2
ADA Items			
7	ZZCH2007	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)	1
8	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
9	ZZCH2696	GLIDE SLIDE (72in DECK)	1
10	ZZCH2736	ONE PIECE 360 PLASTIC SPIRAL SLIDE	1
11	ZZCH3127	GLIDE SLIDE (36in DECK)	1
Activity Panels			
12	ZZCH4350	TIC-TAC-TOE ACTIVITY WALL	1
13	ZZCH4538	SPIN RACER PANEL (GROUND LEVEL)	1
14	ZZUN4279	TELESCOPE PIPE WALL MOUNT (CH/EX)	1
Barriers			
15	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
Climbers			
16	ZZCH7168	6ft TOWER CLIMBER	1
17	ZZCH7400	DEEP RUNG ARCH CLIMBER (36in DECK)	1
Ground Zer0 Climbers			
18	ZZCH8466	THE CRATER LADDER	1
Overhead Events			
19	ZZCH5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
20	ZZCH6936	HORIZONTAL LADDER W/ PARALLEL BARS	1
Balance			
21	ZZCH6850	U-BOUNCE	1
GroundZer0 Balance			
22	ZZCH6809	TWISTER	1
Audible Activities			
23	ZZCH4587	DRUM PANEL (GROUND LEVEL)	1
24	ZZCH4588	BELL PANEL	1
Roofs & Arches			
25	ZZCH9858	CH HEX CABANA ROOF	2
Stairs and Ladders			
26	ZZCH9177	36in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
Additional Tool & Maintenance Kits			
27	ZZCHGUID	CHALLENGER GUIDELINES	1



350-1207

Design Number: 350-1207B - Bill Of Material

Ref. No.	Part No.	Description	Quantity
28	ZZUN9910	SURFACING WARNING LABEL KIT	1
29	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
30	ZZUN9990	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	1



3/3

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the _____, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____, a _____, a duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated _____ identified herein as "Exhibit B". Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services shall be _____ months.
- 3. PAYMENT TO CONTRACTOR.** The CITY will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage). Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted a One-Year Warranty and Affidavit of all bills Paid to the City.
- 4. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR' s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage and include a waiver of subrogation:

\$100,000.00 Combined Single Limit Each Occurrence --- Automobile Liability
\$300,000.00 - per occurrence/\$600,000.00 annual aggregate - Commercial General Liability

CONTRACTOR, upon execution of this Contract, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.
8. **SUBCONTRACTOR PLAN.** Any subcontracts issued under this contract MUST comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. The use of any subcontractor that has been declared debarred by the Office of Federal Contract Compliance programs (OFCCP) is prohibited. Contractor will submit to CITY the results of a www.sam.gov search on any proposed subcontractor to provide proof that they are in good standing with the OFCCP and not on the debarment list.
9. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
10. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
11. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
12. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract, as well as all applicable federal laws including but not limited to National Environmental Protection Act (NEPA), Endangered Species Act, Fish & Wildlife Coordination Act, Migratory Bird Treaty Act, Bald & Golden Eagle Protection Act, Magnuson-Stevens Fishery Conservation, E.O.: 13112 Invasive Species, E.O.: 11988 Floodplain Management, E.O.: 11990 Wetland Protection, Clean Water Act, Wild & Scenic Rivers Act, Coastal Barrier Resources Act, Coastal Zone Management Act, Resource Conservation & Recovery Act, Clean Air Act, Farmland Protection Policy Act, E.O. 12898 Environmental Justice, Comprehensive Environmental Response, Compensation and Liability Act, National Historic Preservation Act, and Rivers & Harbors Act Section 10. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
13. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
14. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit,

compliance of the terms of this section upon request by the City.

- 15. **RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services
- 16. **AUDIT RIGHTS.** For all Services being provided hereunder, CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 17. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 18. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 19. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 20. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 21. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 22. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
- 23. **WRITTEN NOTICE TO PROCEED.** The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
- 24. **AMENDMENTS.** This contract shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____