

CITY OF ALAMO HEIGHTS



Request for Proposal (RFP)
for
General Construction for Broadway and Ogden
Lane Improvements

February 4, 2026

SUBMITTAL DEADLINE:
March 13, 2026 @ 2:00 P.M. CST

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TECHNICAL SPECIFICATIONS

SAWS SPECIFICATIONS FOR WATER & SANITARY SEWER CONSTRUCTION (February 2021 Edition)

https://apps.saws.org/Business_Center/Specs/constspecs/

CITY OF SAN ANTONIO (COSA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (Latest Edition)

<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Standard-Specifications-and-Details>

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (2024)

<https://www.txdot.gov/content/dam/docs/specifications/2024/spec-book-0924.pdf>

CITY OF ALAMO HEIGHTS MUNICIPLE CODE

<https://ecode360.com/AL6722>

CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSAL (RFP)

**GENERAL CONSTRUCTION FOR BROADWAY AND OGDEN
LANE IMPROVEMENTS**

The City of Alamo Heights, Texas (“City”) is soliciting proposals from qualified firms to provide general construction services for Broadway and Ogden Lane Improvements.

City Contact

Phil Laney
Assistant City Manager
Phone: 210-832-3331
planey@alamoheightstx.gov

Mailing/Physical Address

City of Alamo Heights
6116 Broadway
San Antonio, TX 78209

**Due to City of Alamo Heights by 2:00 PM, Central Daylight Time (CDT) on
Thursday, March 13, 2026**

Written questions due to City no later than: Friday, February 27, 2026 at 5:00 PM CDT

1 Introduction

The City of Alamo Heights (“Alamo Heights”) is located just 4.5 miles north of downtown San Antonio. Alamo Heights is surrounded by San Antonio, the seventh largest metropolitan area in the U.S and is adjacent to the cities of Terrell Hills and Olmos Park. The city encompasses a total area of 2.1 square miles and sits 807 feet above sea level.

Alamo Heights is a home-rule municipality that operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The Alamo Heights City Charter was adopted in 1954 and amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and state law, all power of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level City officials. The City Council executes the laws and oversees the government of the City. The City is a full-service city and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a Council-Manager form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve

staggered two-year terms. The City has three (3) boards and commissions: the Planning & Zoning Commission, Board of Adjustment, and Architectural Review Board.

1.1 Project Overview

The Scope of Services includes general construction services for Broadway and Ogden Lane Improvements project. The City of Alamo Heights has collaborated on this project with WGI, the City's contracted special projects engineer, and includes landscape architecture designs from TBG Partners. The improvements will be at the intersection of Broadway and Ogden Lane and encompass adjacent areas north and south of this intersection on the west side of Broadway.

Since 2023 the City of Alamo Heights City Council has pursued opportunities to identify public improvement projects that would result in increased beautification and safety in the community. Partnering with TBG, the City explored multiple locations, including the intersection of Broadway and Ogden Lane. The Broadway and Ogden Lane intersection generates significant activity due to its proximity to Cambridge Elementary School, a commercial center anchored by a popular coffee shop, and a key ingress and egress point from the Broadway commercial corridor into the neighborhoods west of Broadway.

After a few years of public input and Council feedback, the City contracted with WGI in September 2025 to finalize the proposed design of the Broadway and Ogden Lane Improvements project. This location offered an opportunity to make multiple safety and beautification improvements. To date, WGI and associated design consultants have completed the Design Package including the 100% construction set of drawings along with the written project specifications. **The documents can be reviewed and downloaded online at CIVCASTUSA.com (Project ID: 2026_78209_01).**

The design builds upon four (4) main goals for the project:

- Realign intersection of Broadway and Ogden Lane
- Create public gathering space in the form of a plaza or patio on the west side of Broadway
- Construct dedicated pedestrian crossing of Broadway featuring pedestrian hybrid beacon and install safe pedestrian crossing across Ogden
- Incorporate landscape design that facilitates stormwater management

The current intersection configuration includes multiple pathways from Ogden onto Broadway. In addition, the existing roadway from Ogden includes a raised hardscape area featuring a tree. The large length of roadway features complicated sightlines with the constructed hardscape and nearby on-street parking. Moreover, there is no clear pedestrian crossing across Ogden. Project improvements will realign Ogden to intersect with Broadway at a 90-degree angle and provide a dedicated pedestrian pathway. The realignment of the intersection and removal of roadway provides opportunities for plaza and patio spaces, offering a public space for gathering and use by patrons of area businesses. The third major improvement component includes replacing a mid-block crossing of Broadway at Circle St. and installing a dedicated pedestrian hybrid beacon (PHB) at Ogden Lane. The new pedestrian beacon is intended to stop traffic on Broadway, increasing the safety of crossing pedestrians. Finally, stormwater runoff travels east on Ogden and flows south

onto Broadway. The proposed design allows stormwater to travel through the plaza on the south side of Ogden via a stormwater management bioswale.

The Broadway and Ogden Lane improvements project includes the following components:

- Realign the intersection of Ogden Lane at Broadway to consolidate into a single point for two-way traffic, intersecting with Broadway at a 90-degree angle.
- Install widened sidewalk zones along Broadway to a minimum of 5 feet.
- Convert the area abandoned by the realigned intersection will be converted into patio and plaza spaces.
- Install a stormwater management bioswale in the south plaza that is located and sized to mimic existing flow conditions.
- Within the patio and plaza spaces, install landscaped planting zones, bounded by hardscape such as buffer walls.
- In the south plaza, incorporate and spotlight the existing memorial sign honoring President John F. Kennedy's visit to the San Antonio area the day before his assassination.
- Install pedestrian-focused mid-block crossing across Broadway, to include mast arms and a safety zone in the middle of Broadway.
- Relocate targeted utility poles in coordination with CPS energy.
- Install pavement and lighting to maximize visibility and safety.

1.2 Project Scope and Services

The purpose of this RFP is to solicit construction fee proposals for the full development and construction of the Broadway and Ogden Lane Improvements project. The proposal shall include the following:

A) Pre-Construction Services

- Development of Construction Schedule and Budget at final phase of Design;
- Provide recommendations on construction feasibility;
- Advise on availability of materials and labor;
- Assist in value engineering services for the project, if necessary; and
- Schedule and conduct pre-construction meeting with owner, engineer and contractor.

B) General Contractor Services

- Provide and maintain a construction schedule;
- Full-time onsite supervision and field engineering;

- A monthly report on engineering, purchasing, construction, schedule, and cost forecast;
- Define any self-performed work and include plan to secure a minimum of one bid to compare costs of self-performed work to;
- Receive and award subcontractor bids;
- Supervise and direct the work of subcontractors;
- Provide a project superintendent on a full-time basis for the duration of the project;
- Provide and maintain a schedule of values; submit pay applications on a monthly basis;
- Schedule and conduct weekly owner- architect-contractor (OAC) meetings;
- Provide client with the post construction services, including maintenance training, and warranty inspections for the project;
- Shop drawing review;
- Permitting and inspections as required;
- City of Alamo Heights building department interface;
- Quality assurance and quality control; and
- Proactive safety program.

1.3 Project Budget

The estimated project cost budget for all project components is between \$1.2 million – \$1.5 million.

1.4 Project Timeline

- April 2026 – City Council approval of selected Respondent
- Late April/Early May 2026 – Contract execution & project deployment kickoff
- Late May 2026 – Groundbreaking
- August 2026 – Substantial completion

2 Respondent Proposal Logistics

This document and all attachments and exhibits referenced within comprise a Request for Proposal (RFP) for general construction services for the Broadway and Ogden Lane Improvements project. **All documents can be found at CIVCASTUSA.com (Project ID: 2026_78209_01).**

Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

2.1 Procurement Events and Timeline

This project will follow the schedule below defined in Table 1.

Table 1: Procurement Schedule

#	Activity	Date
1	Issue RFP document	February 4, 2026
2	Pre-Bid Meeting / Site Visit (non-mandatory; location at project site)	February 19, 2026 at 10:00 AM CST
3	Last day to submit questions about the RFP	February 27, 2026
5	Final Q & A addendum posted	March 6, 2026
6	RFP Response due no later than 2:00 PM CST (Extensions will not be granted)	March 13, 2026 No later than 2:00 PM CST
7	Notification of shortlisted Respondents (if required)	March 2026
8	Onsite Respondent presentations (if required)	March 2026
9	Respondent Selection, PO, and contracting	March 2026
10	Obtain City Council Approval & Contract Execution	April 2026

2.2 Questions

Questions related to this RFP must be emailed to Phil Laney, Assistant City Manager, at planey@alamoheightstx.gov. Questions must be submitted by the date listed in Table 1. Please include “Alamo Heights – Broadway & Odgen Lane Improvements RFP Question” in the email subject line. Respondents are specifically barred from contacting any other City officials or personnel involved in this solicitation for the purpose of discussing this solicitation. Violation may result in respondent disqualification.

Alamo Heights will publish all questions and their answers via one or more addendum. Addendum will be published on the City’s website and CIVCASTUSA.com (Project ID: **2026_78209_01**). Respondents are required to acknowledge receipt of all addenda in their response.

2.3 Response Submission

Respondents must submit **both electronic and hard copy** RFP responses. Responses in their entirety must be submitted no later than **2:00 PM CST on Friday, March 13, 2026**. It is the sole responsibility of Respondents to have the packet at designated location prior to the deadline date and time. Any mail delays or other matters causing late receipt are irrelevant and will not excuse late submission. All late RFP responses will be rejected and returned to respondents. Alamo Heights is not responsible for any errors in proposals received. Respondents will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications by Alamo Heights. Alamo Heights reserves the right to extend the Proposal review period and allow

corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

Electronic Responses

Respondents should email RFP responses no later than 2:00 PM CST on Friday, **March 13, 2026** to planey@alamoheightstx.gov.

Hard Copy Responses

In addition to the electronic responses, Respondents shall also submit two (2) complete hard copy proposals in a sealed package clearly marked with the project name, “Request for Proposal – Broadway and Ogden Lane Improvements”. Hard copies must be delivered by **Friday, March 13, 2026, at 2:00 p.m. CST** to:

Elsa Robles
City Secretary
6116 Broadway
San Antonio, TX 78209

Alamo Heights will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews. Any submittals received after the deadline shall not be opened and will not be considered.

2.4 Checklist of RFP Response Materials

Respondents shall provide the requested documents in the order listed below and follow the described format provided in ***Exhibit IV – Proposal Response Attachment Form***. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this Solicitation are addressed in a uniform manner amenable to review and evaluation.

The following completed documents from ***Exhibit IV – Proposal Response Attachment Form*** must be provided as part of a proposal:

ATTACHMENT A – PROPOSAL FORM

1. The Proposal Form is included as Attachment A. All blanks on the Proposal Form must be filled by typing, or by writing in blue or black ink. Unfilled blanks may result in the proposal being disqualified.
2. A proposal showing omissions, alterations, conditions, exceptions or other qualifiers which modify the Proposal Form may be rejected as irregular.
3. Prices should be itemized and entered in ***Exhibit III – Pricing Workbook***. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by lump sum. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ATTACHMENT B – ORGANIZATION AND BUSINESS INFORMATION

1. Provide general information on your company including the company name, address, website, main telephone number(s) and email address(es) for communication regarding the Bid.
2. Briefly introduce your company, providing a summary of the administration, organization and staffing of your company. Include any information that makes your company unique and sets your company apart from others in your industry.
3. Include indicators of organization size: number of full-time employees, average number of projects per year, number of years in business, estimated revenue, and average project construction cost.
4. Provide the names of subcontractors completing ten percent (10%) or more of the work and include what aspects of the work they are completing and the approximate percent.

ATTACHMENT C – EXPERIENCE/PAST PERFORMANCE OF RESPONDENT WITH SIMILAR PROJECTS

1. Respondent shall include 3-5 similar current or previous projects completed in the last ten (10) years. Include project owner, name, description, cost, schedule, and personnel, for each relevant project.
2. Indicate whether the original contract price and schedule was met for each project. If not, please explain.
3. Include reference information for each project.
4. If Respondent is proposing the use of a Subcontractor for over fifty percent (50%) of the work or alternate work, at least one of the Projects provided must be representative of that Subcontractors work.

ATTACHMENT D – EXPERIENCE AND QUALIFICATIONS OF PROPOSED KEY PERSONNEL WITH SIMILAR PROJECTS

1. Provide experience and qualifications for the proposed project manager and superintendent including their years of relevant experience, years with company, education, licenses/certifications, and percent availability.
2. Provide a summary of relevant experience for the proposed Project Manager and superintendent that highlights similar projects and their respective role on those projects.

ATTACHMENT E – SAFETY PROGRAM

1. Provide details regarding Workers' Compensation Experience Modification Rate and OSHA 200 Log for the last five (5) years.
2. Complete safety questionnaire. Respondent does not need to submit their Safety Plan at this time. By evaluating the Respondent's safety program, Owner does not endorse or take any responsibility for the effectiveness of the program or any activities to be carried out as part of the program.

ATTACHMENT F – LITIGATION, CLAIMS, AND COMPLIANCE (for Public Sector Owners in Texas)

1. Provide an explanation if the Respondent has defaulted on any project or failed to complete any project.
2. Provide an explanation if the Respondent has been assessed liquidated damages.
3. Provide an explanation if the Respondent has been charged or fined for non-compliance with any state and/or federal regulation.

4. Disclose any relevant civil or criminal judgments, litigation, or pending investigations which involves the Respondent.

ATTACHMENT G – CERTIFICATION AND ACKNOWLEDGEMENT

1. An authorized representative of the Respondent must complete and sign the Certification and Acknowledgment Form.

2.5 Fee Proposals Shall Read as Follows:

Respondent shall complete and submit *Exhibit III – Pricing Workbook* in accordance with the instructions contained in this RFP. The price shall remain firm for the duration of the Agreement subject to Owner-approved Change Orders.

The Owner is exempt from all federal excise, state, and local taxes. If billed, the Owner will not remit payment until a corrected invoice is received.

All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251, and applicable retainage laws, including Texas Government Code Chapter 2252. The Owner will pay Contractor within thirty (30) calendar days after performance of services was completed, or the day of receipt of a correct invoice for the services, whichever is later.

All payments are subject to retainage as provided in the Contract Documents.

2.6 Evaluation and Scoring of Proposals

Alamo Heights is conducting a best value, guaranteed maximum price procurement based on competitive proposals. Proposal will be evaluated by the Alamo Heights team based on the criteria in Table 2.

Table 2: Evaluation Criteria

#	Criteria	Points
1	Project Cost (<i>Exhibit III</i>)	50
2	Relevant Qualifications & Experience (<i>Exhibit IV</i>)	35
3	Project Team (<i>Exhibit IV</i>)	15

The highest scoring Respondents will be eligible for additional evaluation subject to the approval of Alamo Heights. **A proposal deemed to be not responsive, in the opinion of Alamo Heights, will not be evaluated. Alamo Heights reserves the right to award to the most responsible and responsive respondent in the best interest of the City based on price and/or based on best value meeting the requirements for this project. Alamo Heights reserves the right to consider items such as safety record, references, previous performance, delivery time or a criterion specific to this project which the City considers weighted. If the awarded respondent is unable to meet the requirements of the City, services may be awarded to the next best**

available respondent and continue until a respondent is found that can complete the requirements of the City.

2.7 Short-List Interview Sessions

Alamo Heights reserves the right to invite one or more Respondents to participate in short-list interview sessions. Information obtained during the short-list interview sessions will be used to finalize evaluations and to select the Respondent with whom to begin contract negotiations.

2.8 Rejection of Submissions

The City of Alamo Heights reserves the right to reject any and all RFPs, to waive irregularities, to request additional information from all Respondents, and further reserves the right to select the RFP that furthers the best interest of the City. This RFP does not obligate the City to enter into an agreement with any Respondent. The City reserves the right to cancel this Request for Proposal at any time, at its discretion.

2.9 Performance and Payment Bonds

The Respondents selected via this RFP shall comply with all applicable state law, including Chapter 2253 of the Texas Government Code, and shall furnish bonds as follows for the Broadway and Ogden Lane Improvements Construction:

1. Performance Bond. The successful Respondent shall provide a performance bond in an amount not less than 100% of the awarded contract amount.
2. Payment Bond. The successful Respondent shall provide a payment bond in an amount not less than 100% of the awarded contract amount, unless the Respondent certifies in writing that it will not utilize any subcontractors, suppliers, or laborers other than its own employees in the performance of the Work.
3. The performance and payment bonds shall be in the form set forth in Section 12 of this RFP.

If the Respondent initially elects not to provide a payment bond based on such certification, any subsequent use of a subcontractor, supplier, or non-employee laborer shall require the Respondent to furnish a payment bond in full compliance with Chapter 2253 of the Texas Government Code, prior to the commencement of any such work. Failure to do so shall constitute a material breach of the Contract.

All required bonds shall be delivered to the City within 10 days after issuance of the Notice of Award and, in all events, prior to execution of the Contract as a condition precedent to issuance of a Notice of Proceed.

The failure of the successful Respondent to supply the required bonds and insurance certificates shall constitute a default, and the City may either award the Contract to the next highest ranking Respondent or re-advertise for Proposals.

The bonds shall serve as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Respondent may become legally indebted to for labor, materials, tools, equipment, or services of any nature. Such bonds shall be in the same form as that in Section 12 of this RFP and shall bear the same date as, or a date subsequent to the that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas and appearing on the most recently issued (as of the date of the proposal opening) federally qualified U.S. Treasury Circular 570 List of Approved Sureties.

The Respondent shall include the full cost of the performance bond (and payment bond, if applicable) in *Exhibit III – Pricing Workbook*. No additional compensation shall be allowed for bond premiums.

2.10 Confidentiality

Respondent acknowledges that Alamo Heights is a municipal corporation bound by the public disclosure laws of the State of Texas and that, under Texas Law, Alamo Heights is required to make available all non-exempt public records for inspection and copying. Respondent agrees that in the event Alamo Heights receives a disclosure request for any document submitted by the Respondent, Alamo Heights' sole obligation is to provide Respondent ten (10) days' notice prior to disclosing the document.

2.11 Disclosure of Information

Information made available to the Respondent by Alamo Heights for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Project Manager.

3 Wage Rates

The Respondents selected via this RFP shall comply with Chapter 2258 of the Texas Government Code ("Texas Prevailing Wage Law"). All persons employed in performance of the Work under the Agreement, or any subcontractors hereunder, shall be paid not less than the general prevailing wage rates of per diem, holiday, and overtime wages prevailing in the locality for Work of a similar character pursuant to Chapter 2258 of the Texas Government Code. The City has adopted the local prevailing and adopted wage rates derived from the most current applicable federal prevailing wage rates for Bexar County, Texas, as published by the United States Department of Labor immediately prior to the execution of the Contract.

4 General Conditions of the Contract

The selected Respondent shall perform the Work in accordance with the General and Supplementary Conditions of the Contract, which shall be based on the Engineers Joint Contract Documents Committee (EJCDC) C-700 and C-800 Series Contract documents, as applicable to the Project. The sample versions of the General Conditions of the Contract are for informational

and reference purposes only, to identify the anticipated contractual framework. The City reserves the right, prior to execution of the Contract, to revise, supplement, or modify the General and Supplementary Conditions to the extent required to comply with applicable legal, regulatory, funding, or policy requirements. The final, executed Contract documents, as approved by the City, shall govern and control in the event of any conflict with this RFP or the sample documents.

Submission of a Response to this RFP constitutes the Respondent's acknowledgment that it has reviewed, or had the opportunity to review, the EJCDC based General and Supplementary Conditions referenced herein and has included all associated costs and risks in its Response.

5 Insurance and Indemnification

The selected Respondent shall carry insurance in not less than the following types and amounts for the duration of the Contract and furnish Certificates of Insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. Additional insurance may be required by the City based on the type, scope or size of the project awarded. The cost of such insurance is the Respondent's responsibility. Failure to comply could result in non-award of the contract.

- A. Respondent agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for the City under this Contract in the following amounts:

Worker's Compensation – Texas Statutory
Employers' Liability -- \$100,000.00

- B. Architect also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability covering claims against Architect for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability
Personal injury and property damage -
\$1,000,000.00 combined single limit each occurrence and
\$2,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:
Bodily injury and property damage -
\$500,000.00 combined single limit each occurrence

- C. Architect shall add the City of Alamo Heights as "Additional Insureds" on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

- A. Additionally, Respondent agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available in the market place under standard policies.

The selected Respondent shall agree to the following indemnification language:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF ALAMO HEIGHTS, ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, JUDGMENTS, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF, RELATING TO, OR RESULTING FROM CONTRACTOR'S WORK AND THE PERFORMANCE OF THE WORK OR ANY ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS DIRECTLY OR INDIRECTLY EMPLOYED BY OR ACTING UNDER THE DIRECTION OR CONTROL OF CONTRACTOR, REGARDLESS OF WHETHER SUCH CLAIM IS CAUSED IN PART BY ANY INDEMNIFIED PARTY, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6 Prohibited Respondents

1. The City of Alamo Heights will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (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 the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

7 Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Respondent or person considering doing business with a local government entity disclose the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission (TEC) at www.ethics.state.tx.us. A copy of the questionnaire is included at the end of this document. Any completed Conflict of Interest Questionnaires should be submitted to the City.

8 Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by City Council before the contract may be signed; or (2) have a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by TEC is as follows:

1. The Disclosure of Interested Parties certificate must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
2. The copy of Form 1295 submitted to CITY must contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.

3. CITY, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

9 Personal Interest

No officer, employee, independent consultant or elected official of CITY who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the CITY belongs to a cooperative association, the CITY may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Respondent shall render the Agreement voidable by the CITY. Nevertheless, the CITY may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

10 Award

The City reserves the right to award to the most responsible and responsive respondent in the best interest of the City based on price and/or based on best value meeting the requirements of this RFP. The City reserves the right to consider items such as safety record, references, previous performance, delivery time, or a criterion specific in the RFP which the City considers weighted. The City reserves the right to order from another Respondent in which the City determines an emergency or urgent need becomes necessary. The City of Alamo Heights has the sole, last, and final determination to determine award. The City reserves the right to reject any proposals that do not meet the specifications stated herein or reject all proposals should this project not be approved for any reason.

11 Exhibits

The following information is provided in separate Exhibits, as listed below:

1. Exhibit I – Design Package & 100% Construction Document (CD)
2. Exhibit II – Geotechnical Investigation Report
3. Exhibit III – Pricing Workbook
4. Exhibit IV – Proposal Response Attachment Form
5. Exhibit V – Construction Contract Special Specifications

Exhibit information can be located at CIVCASTUSA.COM (Project ID: 2026_78209_01).

12 Performance and Payment Bond Forms

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the CITY OF ALAMO HEIGHTS, TEXAS, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ___ day of _____, 2026, a copy of which is hereto attached and made a part hereof, for the construction of the:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year post-construction workmanship guaranty and materials/equipment warranty period, and if he shall satisfy all claims and demands incurred under such Contract, and **SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ALL COSTS AND DAMAGES WHICH IT MAY SUFFER BY REASON OF FAILURE TO DO SO**, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no written change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same, shall in any ways affect its obligation on this BOND, and it does hereby waive notice of any such written

change, extension of time, alteration or addition to the terms of the Contract, or to the WORK, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 2026.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address) _____

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the CITY OF ALAMO HEIGHTS, TEXAS, hereinafter called OWNER, in liquidated damages (not as a penalty) of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ___ day of _____, 2026, a copy of which is hereto attached and made a part hereof, for the construction of the:

_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials, for or performing labor in, the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no written change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed there under, or the SPECIFICATIONS accompanying the same, shall in any ways affect its obligation on this BOND, and it does hereby waive notice of any such written change, extension of time, alteration or addition to the terms of the Contract, or to the WORK, or to the SPECIFICATIONS PROVIDED, FURTHER, that no final settlement between the OWNER

and the CONTRACTOR shall abridge any remaining legal right of any beneficiary hereunder, whose timely filed and legally perfected claim may be unsatisfied.

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 2026.

ATTEST:

(Principal)

(Principal) Secretary

By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

13 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Name of signatory	_____ Signature	_____ Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

14 Special Conditions

1. Guaranteed Maximum Price Clarification

The Guaranteed Maximum Price (GMP) shall include all costs necessary for full and complete performance of the Work, including, without limitation:

- Labor, materials, equipment, supervision, and overhead
- Bonds, insurance, permits, inspections, and fees
- Utility coordination, traffic control, and public safety measures
- All work shown, specified, or reasonably inferable from the Contract Documents

Except for expressly identified allowances approved by the City, the Respondent assumes full responsibility for quantity verification and estimating accuracy. No adjustment to the GMP shall be permitted due to errors, omissions, or assumptions in the Respondent estimate.

2. Utility Coordination and Relocation

The Respondent shall be responsible for coordination with all utility providers, including CPS Energy and SAWS, for relocations, adjustments, sequencing, and scheduling necessary to complete the Work.

Delays or impacts arising from utility coordination shall not entitle the Respondent to additional compensation. Schedule extensions shall be granted only to the extent delays are caused solely by a City directed change and documented in writing.

3. Pedestrian Hybrid Beacon and Signal Work

The Respondent shall be responsible for all coordination, submittals, approvals, fabrication, delivery, and installation related to the Pedestrian Hybrid Beacon and associated traffic control devices.

Approval timelines, fabrication lead times, and coordination with TxDOT or other agencies are included in the Respondent’s GMP and schedule. No extensions or additional compensation shall be granted due to anticipated approval durations.

4. Work Hours, Traffic Control, and Public Safety

Due to the Project’s proximity to residential neighborhoods, commercial areas, and Cambridge Elementary School:

- Work hours may be restricted by the City
- Traffic control and pedestrian safety measures shall be continuously maintained
- Flaggers, signage, and temporary access shall be provided as required
- Noise, dust, and debris shall be controlled at all times

The City may suspend Work for safety or public welfare concerns at no additional cost.

5. Project Timeline

The project area borders Cambridge Elementary School. There is a high volume of traffic at morning drop-off and afternoon pick-up times, as well as the possibility of vehicular queuing in the project area. The project timeline is intended to maximize construction during the summer

months when the adjacent school is not in session. According to the most recent school district calendar, the school year ends on May 22, 2026 and the 2026-2027 school year begins August 19, 2026.

6. Safety Program Requirements

The Respondent shall maintain a site specific safety program addressing public access, pedestrian safety, traffic control, and worker protection.

7. Public Information

All competitive sealed proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.