

DERRICK FREEMAN” PRINCE, MAYOR
RAYMOND SCOTT, JR, MAYOR PRO TEM

BRIAN MCDUGAL
CITY MANAGER

COUNCIL MEMBERS:

TIFFANY HAMILTON
MORRIS ALBRIGHT, III
KEITH RICHARD
WILLIE “BAE” LEWIS, JR.
OSMAN SWATI
CHARLOTTE MOSES
KAPRINA RICHARDSON FRANK



SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

AUGUST 16, 2016

INVITATION TO BID
Excavating & Hauling of Materials

DEADLINE: Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, September 7, 2016.** (The clock located in the City Secretary’s office will be the official time.) All bids received will be read aloud at **3:15 p.m. on Wednesday, September 7, 2016** in the City Council Chambers, City Hall, 5th Floor, Port Arthur, TX. You are invited to attend.

MARK ENVELOPE: *P16-057*

DELIVERY ADDRESS: Please submit one (1) original and one (1) copy of your bid to:

CITY OF PORT ARTHUR
CITY SECRETARY
P.O. BOX 1089
PORT ARTHUR, TEXAS 77641

or

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

Questions concerning the **Invitation to Bid** should be directed **in writing** to:

City of Port Arthur, TX
Clifton Williams, Senior Purchasing Assistant
P.O. Box 1089
Port Arthur, TX 77641
clifton.williams@portarthurtx.gov

The enclosed INVITATION TO BID (ITB) and accompanying GENERAL INSTRUCTIONS, CONDITIONS SPECIFICATIONS, are for your convenience in submitting bids for the enclosed referenced services for the City of Port Arthur.

Bids must be signed by a person having authority to bind the firm in a contract. Bids shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed ITB submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted ITB submittals will not be accepted.

Clifton Williams, CPPB
Acting Purchasing Manager

INVITATION TO BID
THE MOWING OF PRIVATELY-OWNED AND CITY-OWNED DEVELOPED
AND VACANT LOTS IN THE CITY OF PORT ARTHUR

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ____ this time only ____ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

AUTOMATIC DISQUALIFICATIONS OF BID

BIDDER WILL BE DISQUALIFIED IF ANY OF THE FOLLOWING ACTIONS ARE DONE.

1. BIDDER DOES NOT WRITE IN PEN.
2. BIDDER MAKES A CHANGE ON THE BID AND DOES NOT INITIAL BY THE CHANGE
3. THE BIDDER DOES NOT RETURN THE FOLLOWING FORMS FILLED OUT COMPLETELY.
 - A. BID SHEET –PAGE 7 & 8. MAKE SURE TO FILL IN PRICE AND THE DAYS.
 - B. NON-COLLUSION AFFIDAVIT – PAGE 9 (MUST BE NOTARIZED)
 - C. AFFIDAVIT – PAGE 10 (MUST BE NOTARIZED)
 - D. CONFLICT OF INTEREST PAGE 11 (IF THERE IS NO CONFLICT BIDDER MUST WRITE N/A ON LINE 1 AND SIGN AND DATE ON LINE 4).

GENERAL CONDITIONS
(AS APPLICABLE)

SUCCESSFUL BIDDER, OR BIDDERS must agree to enter into a contract with the City of Port Arthur. This Contract will terminate approximately one (1) year from date of Notice To Proceed. There are two (2) additional one (1) year renewal periods. Prices quoted for the first year of the contract shall be firm, and shall be indexed for the next two (2) years using the Consumer Price Index category "Transportation". It will be necessary for the City to secure a letter from the vendor agreeing to renew the award for each additional year.

The City will award to multiple contractors.

The City will contact the lowest awarded contractor first. If the contractor is unable to supply the required amount of materials in a timely manner, the City will contact the next lowest awarded contractor.

Successful bidder shall agree to provide the City with material safety data sheets (MSDS) for hazardous chemical containing products or a statement of exemption.

All material shall be able to pass Texas Department of Transportation Material Specification Laboratory test and successful bidder must provide test verification on request to the City.

Measurement of material shall be by applicable units per various items as set out in the bid schedule.

Payment of material shall be by applicable bid price per unit and any additional change as set out in the bid schedule.

All items shall meet the Texas Department of Transportation standard specifications for Construction of Highways, Streets, and Bridges, Item 520 "Weighing and Measuring Equipment".

Delivery shall be in the most economical manner to job sites or the City's stockpile in Port Arthur. The City's Operation Center on Highway 73 is considered the City stockpile area. All delivery charges shall be included in bid price.

City reserves the right to charge vendor for any delay or down-time associated with delivery of material.

All vendors shall be able to supply and deliver all materials ordered as laid out by these specifications.

CITY OF PORT ARTHUR, TEXAS

SPECIFICATIONS FOR EXCAVATING AND HAULING OF MATERIALS

1. Bidder shall provide services to the City on an **AS-NEEDED** basis at the bid rates.
2. Bidder shall supply all necessary equipment complete with operators, and inclusive of all fuel, maintenance and other usual charges.
3. If the contracted vendor is unable to meet the City's required delivery schedule, depending on urgency of need, the City reserves the right to use an alternate vendor.
4. The City reserves the right to use its own trucks for hauling from Bidder's source of soils and to haul other materials as may be advantageous to the City.
5. Dump trucks provided by Bidder shall not be less than 12 cubic yard capacity.
6. Excavation of soils by Bidder may take place in the Drainage District No. 7's (DD #7) borrow pit west of Highway 69 and south of Jimmy Johnson Boulevard. Excavation from this pit will be done at DD#7's schedule of borrow pit operation. Road to borrow pit will be maintained by City or DD#7. Bidder must be in possession of an Excavation Permit from DD#7 and have the required insurance that names DD#7 and the City as additional insured. **PROOF OF SUCH PERMIT AND INSURANCE MUST BE SUBMITTED WITH BID.**
7. Clay materials from DD#7's pit will usually be hauled to the City's landfill on Highway 73 west of Taylor's Bayou or occasionally to other City project job sites. 60/40 sand and top-soil shall be hauled to various City project sites, including those in the Sabine Pass area. No up-charge will be accepted for hauling to Sabine Pass, TX.
8. Limestone, hot mix asphaltic concrete type material, cement-stabilized sand, shall be hauled from other Vendor's point of supply in the Golden Triangle area to various City project job sites, including those in the Sabine Pass area. No up-charge will be accepted for hauling to or from Sabine Pass, TX.
9. Concrete debris such as concrete curb and gutter sections shall be hauled from City project job sites to Pleasure Island and dumped in areas along the canal bank adjacent to T. B. Ellison Parkway from the Martin Luther King Bridge to Pleasure Pier Boulevard, or along 25th Street at the Motiva fresh water reservoir.

**CITY OF PORT ARTHUR, TEXAS
BID PROPOSAL PAGE**

BID FOR: Excavating & Hauling of Materials

BID DUE DATE: September 7, 2016

OUTLINE OF BID DATA:

A. DELIVERED WITHIN THE CITY OF PORT ARTHUR (including Sabine Pass)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1	Fill Sand	\$_____ CY
2	60/40	\$_____ CY
3	Clay	\$_____ CY
4	Top Soil	\$_____ CY

B. PICKED UP AT PLANT LOCATION:

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1	Fill Sand	\$_____ CY
2	60/40	\$_____ CY
3	Clay	\$_____ CY
4	Top Soil	\$_____ CY

Stock-pile material shall be available on those days borrow pit in inaccessible.

Vendor will respond to load material request within _____ minutes or _____ hours.

LOCATION OF PRIMARY BORROW PIT: _____

LOCATION OR SECONDARY BORROW PIT: _____

Signature of Bidder

Date

C. HAULING OF MATERIALS	FULL LOAD	PARTIAL LOAD
1 Limestone	\$_____ TON	\$_____ TON
2 HMAC type material	\$_____ TON	\$_____ TON
3 Cement Stabilized Sand	\$_____ TON	\$_____ TON
4 Concrete Debris	\$_____ TON	\$_____ TON

Equipment and drivers/operators will be made available _____ hours or _____ days after receipt of request for hauling services.

D. HOURLY CHARGE FOR WAITING TIME FOR PICK-UP OR DELIVERY

First 30 minutes after arrival will be at no charge if truck is loaded or unloaded within that time period. If the truck is not loaded or unloaded within the first 30 minutes of arrival at plant or jobsite, waiting will be paid from time of arrival, the first 30 minutes waiting time being charged at \$ _____/hr. and waiting time thereafter being charged at the same rate in 15 minute increments.

LOCATION OF HAULING EQUIPMENT: _____

The City reserves the right to award the bid by class of work, or the entire bid to one (1) responsible bidder. Bids shall be good for sixty (60) days from date of bid opening.

 COMPANY NAME

 STREET ADDRESS

 SIGNATURE OF BIDDER

 P.O. BOX

 PRINT OR TYPE NAME

 CITY STATE ZIP

 TITLE

 AREA CODE TELEPHONE NO

 EMAIL

 FAX NUMBER

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name _____ **Date** _____

Authorized Signature _____ **Title** _____

Name (please print) _____ **Telephone** _____

Email _____

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For Vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

2. 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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity Date

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in Bid or Proposal Specifications listed in this Bid Package.

All bids meeting the intent of this request for bid will be considered for award. BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID. The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

BID AWARD: The City of Port Arthur will review all bids for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible bidder who submits the best value bid.

The City reserves the right to:

1. Reject any and all bids and to make no award if it deems such action to be in its best interest.
2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price, as provided by Section 271.905 of the Texas Government Code.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and "Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.

3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time.

PORT ARTHUR PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.: **Landfill**, P.O. Box 1089, Port Arthur, Texas 77641.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to

terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.

3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

CELL PHONE OR PAGER: The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.