



PURCHASING DEPARTMENT

REQUEST FOR BID

25-016

**GREEN VALLEY PARK DRAINAGE
IMPROVEMENTS**

BIDS DUE WEDNESDAY, FEBRUARY 12, 2025

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 25-016
- Bid Type: REQUEST FOR BID
- Bid Name: GREEN VALLEY PARK DRAINAGE IMPROVEMENTS
- Bid Due Date: Wednesday, February 12, 2025
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre-Bid Conference: 10:00 A.M. Central Standard Time Wednesday, February 5, 2025
- Pre-Bid Conference Location: Green Valley Park
7701 Smithfield Road North Richland Hills, Tx 76182
-
- Deadline for questions:
Date: Friday, February 07, 2025
Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to the last page of the bid – pages in order.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Wednesday, February 12, 2025**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

Yes, we agree

No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree

No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree

No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

I agree

I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability (if applicable for design function)

- Builder's Risk (required for new or existing property under construction)
- Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability (if applicable)
- Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR’s whose work involves chemicals or otherwise has a pollution exposure:

Contractors’ Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors’ Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR’S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR’S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Tarrant

Sarahi Chan verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of Cole Construction Inc., has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

Karla L Dye
SIGNATURE

KARLA L. DYE
PRINTED NAME

Subscribed and sworn to before me this 19 Day of FEBRUARY 2025.

KARLA L. DYE
NOTARY PUBLIC in and for

TARRANT County, Texas.

My commission expires: 10/4/25



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: COLE CONSTRUCTION INC.

ADDRESS: 10315 Alta Vista Rd.

CITY, STATE & ZIP: Fort Worth, TX 76244

TELEPHONE: (817) 431-9636

FAX: (817) 379-5258

EMAIL: Jacob@colecon.com

SIGNATURE: 

PRINTED NAME: Jacob McGregor

DATE: 02/19/2025

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>**

**North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>**

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: NA

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

- Minority-Owned Business Enterprise**
- Women-Owned Business Enterprise**
- Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

To be considered for award, the Conflict of Interest Questionnaire is required to be completed with dated signature.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor 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 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.

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

Yes No

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

Yes No

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 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

Signature of vendor doing business with the governmental entity 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.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted <input type="checkbox"/> Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFP, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

PROPOSED GREEN VALLEY PARK DRAINAGE IMPROVEMENT SPECIFICATIONS CITY OF NORTH RICHLAND HILLS

1. PURPOSE:

The work consists of installing approximately 260 linear feet of eighteen inch and 270 linear feet of fifteen inch high performance polypropylene drainage pipe. The project is located at Green Valley Park in North Richland Hills. Other related work shall include preparing, restoring, and cleaning the project site all in accordance with the Contract Documents as directed by the Project Manager for the City of North Richland Hills Parks and Recreation Department. Coordination of the project with the Project Manager is required and expected before and throughout the duration of the construction project.

The CONTRACTOR shall furnish all labor, materials, equipment and services to complete all work as required for the completion of this Contract in accordance with the Contract Documents.

2. SCHEDULING:

Awarded contractor shall work with Project Manager to schedule project.

Project may not take place from March 1 to May 31 unless approved by the contract administrator due to the soccer season, but may occur before or after.

Project to be completed within 20 business days from the day the project starts.

3. SCOPE:

The work to be done is shown and detailed below and on the following documents, which are collectively referred to herein as the "Contract Documents".

Exhibit A – Green Valley Park Drainage Improvement
Aerial Exhibit B – Green Valley Park Storm Drain Plan
Exhibit C – HP Storm Trench Submittal
Package Exhibit D – N-12 ST IB (ASTM)
Submittal Package Exhibit E – Plans for Add
Alternates #1 and #2

Soccer Fields

This work is being performed on and directly adjacent to soccer fields. All precautions must be taken to ensure fields are protected and have minimal negative impact by the project.

- Transportation of equipment and materials on and off job site shall be performed outside of the playing area and coordinated with project manager.
- Ground protection mats are not required but highly encouraged to protect turf areas when needed.
- Should excavation need to move onto the playing area, contractor shall notify the project manager via email and phone and receive written approval prior to the work commencing.
- Contractor shall be responsible for repairing any damages to the playing surface. These repairs would typically consist of, but are not limited to, grading and new sod.
- As this area is a public park and also adjacent to an elementary school, work site, equipment, and open trenches will need to be protected with 4' orange construction fencing with metal t-posts to ensure safety.

Utilities

- It is the responsibility of the contractor to have underground utilities marked in advance of excavation.
- Contractor shall use caution and the best method of excavation for safely digging around marked utilities so as to not damage.
- Park Operations staff will locate irrigation mainline and wires at the request of the contractor.
- The Project Manager can also have the underground electrical for athletic field lighting located at the request of the contractor.
- Contractor will be responsible for repairs of private utilities that were marked.

Existing Drain Line

- An existing twelve-inch ADS drain pipe begins at a pond in the northwest corner of the park and flows east to a concrete box inlet located at the northeast corner of Green Valley Park. This pipe has failed in numerous locations and is in need of replacement.
- Existing pipe is only required to be removed if necessary for proper installation of new pipe and can be abandoned and left when possible.
- In areas where the pipe location is fixed (concrete box connection and attachment to existing 12" line), the old pipe must be removed to install the new line.
- In the case of line abandonment, the new line should be offset to the north

of existing line further off soccer field playing area.

Existing Concrete Box Inlet

- Existing ADS pipe that connects to box inlet is currently 12 inches in diameter. This hole will need to be enlarged to accept new eighteen inch pipe.
- Precaution should be taken when enlarging the opening in the concrete box and only the necessary amount of concrete to fit the pipe should be removed.
- Once pipe is set to required slope, the joint at the outside of the pipe and the concrete box should be sealed with concrete to create a water tight penetration.

Attachment to Existing 12" Line

- Contractor shall locate the existing 12" pipe that will be connected to prior to pipe installation. Refer to "Exhibit B".
- Pipe may be failing and egg shaped.
- Contractor shall use a coupler cased in concrete to protect pipe from further failure.
- Proper precaution should be taken to protect pipe from further damage including avoiding the use of machinery to expose a good section of pipe.

New Drainage Pipe

- New drain pipe that is 12 inches in diameter or larger must be ADS HP Storm Dual Wall Polypropylene Pipe. Pipe Smaller than 12" should be ADS N-12 Dual Wall Pipe. See plans for pipe size locations. Pipe must be installed and to ADS Specifications.
- Elevations should be taken at the tie in to existing 12" line and the box inlet prior to pipe installation. New pipe must have a minimum of .545% slope (as shown on as- builts) toward the existing concrete box inlet to ensure proper flow. A consistent slope is required when possible over the entire length of installation.
- Installation of two reducing 45 degree wyes are required in two locations for future drainage improvements. Locations are pointed an "Exhibit A", but project manager will approve exact locations at the time of installation. The pipe should be stubbed out 4' of the wye with a cap for the alternate locations. Should the alternates be awarded, the 4' stub and cap are not necessary as the line extension will be completed.
- Refer to "Exhibit B".

Materials and Fittings

Contractor will be responsible to supply all necessary fittings and associated materials to complete the work. Fittings should match the ADS pipe being used.

Backfill

- Contractor shall notify Project Manager before backfill is installed so that inspections can be made prior to the pipe being covered.
- Backfill for HP Storm pipe should be performed to ADS Specifications as provided in "Exhibit C".
- Backfill for N-12 dual wall pipe should be performed to ADS Specifications provided in "Exhibit D".
- Bedding and initial backfill as shown on ADS Specifications should be 1" crushed limestone.
- Non-woven geotextile fabric of 6 oz. or greater must be used over aggregate backfill before native soil is backfilled and compacted.
- Final backfill with native soil should be compacted to 90%

Grading

- Compacted soil should be graded out level with undisturbed soil for future installation of sod.
- Sod installation shall not be included in this agreement unless turf areas outside the established work zone are damaged by contractor. Turf repairs outside the established work zone will be performed at the expense of the contractor.

Waste and Spoils

- Contractor shall be responsible for properly disposing of any trash or debris at a location off site.
- A roll off dumpster container may be used and stationed in the parking lot, but will be the responsibility of the contractor to empty and remove on or before the project completion date. The City will not be responsible for any unauthorized dumping into the container by a third party.
- Excess spoils that are clean may be left in the parking lot for NRH Park Operations Staff to remove. Contractor will work with project manager for the best staging location for spoils, equipment, and materials.

4. BASE BID

- Any investigative work necessary to perform project.
- 260 feet of eighteen-inch HP Storm Pipe installed per specifications
- 270 feet of fifteen-inch HP Storm Pipe installed per specifications.
- 30 feet of twelve-inch HP Storm pipe installed per specifications.
- Connections to existing 12" line and concrete box inlet as required per specifications.
- Associated supplies, fittings, and backfill materials as required per specifications.
- Two additional wyes as shown in plans.
- Removal and disposal of any existing drain line that is to be replaced. (Removal only required as needed where interfering with new pipe.

5. ADD ALTERNATES:

Add Alternate #1

- 240 feet of 12" HP Storm pipe installed per specifications
- Installation of (2) 24" precast concrete basins (provided by NRH). Top of basins to be set a minimum of 12" below existing grade or greater to achieve a swale with a minimum of 2% slope to basin. Basins shall be installed on a bedding of compacted 1" crushed limestone that is 5'x5' wide and 12" thick.
- Grading to basins. Each basin will have a grading area about 140' long and 10' wide. For a total of 2800 square feet of grading work for Alternate #1.
- Refer to "Exhibit E".

Add Alternate #2

- 240 feet of 10" N-12 Dual Wall pipe installed per specifications
- Installation of (2) 24" precast concrete basins (provided by NRH). Top of basins to be set a minimum of 12" below existing grade or lower to achieve a swale with a minimum of 2% slope to basin. Basins shall be installed on a bedding of compacted 1" crushed limestone that is 5'x5' wide and 12" thick.
- Grading to basins. Each basin will have a grading area about 140' long and 10' wide. For a total of 2800 square feet of grading work for Alternate #2
- Refer to "Exhibit E"

BID FORM

Please provide pricing in the table below for the Base Bid, Add Alternate #1, Add Alternate #2, and unit pricing. Multiply unit prices by the quantities to establish item prices for each line. Total values in the associated cells. Unit pricing will be used to add or deduct from total as project requires.

Green Valley Park Drainage Improvement Bid Sheet			
Item	Quantity	Unit Price	Item Price
Base Bid			\$ 86,070.59
Additional 10" N-12 Pipe and Installation	20 feet	\$ 417.88	\$ 8,357.60
Additional 12" HP Storm Pipe and Installation	20 feet	\$ 422.32	\$ 8,446.40
Additional 15" HP Storm Pipe and Installation	10 feet	\$ 543.05	\$ 5,430.50
Additional 18" HP Storm Pipe and Installation	10 feet	\$ 586.91	\$ 5,869.10
Additional Grading Work	200 sq. ft.	35.00	\$ 7,000
Project Contingency	1	\$5,000	\$5,000
Total Project Bid:			\$ 121,174.19
Add Alternate # 1			\$ 41,241.60
Add Alternate # 2			\$ 38,642.40
Total Project Bid w/ Add Alternates:			\$ 201,058.19

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cole Construction, Inc.
10315 Alta Vista Rd
Fort Worth, TX 76244

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of North Richland Hills
4301 City Point Ave
North Richland Hills, TX 76180

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

GREEN VALLEY PARK DRAINAGE IMPROVEMENTS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of February, 2025



(Witness)

Cole Construction, Inc.

(Principal) (Seal)

By: 

(Title)

RLI Insurance Company

(Surety) (Seal)

By: 

(Title) Holly Clevenger Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. Bid Bond

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Holly Clevenger in the City of Dallas, State of TX

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

Principal: Cole Construction, Inc.

Obligee: North Richland Hills

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

CERTIFICATE

On this 24th day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of February, 2025.

By: Jill A. Scott
Jill A. Scott Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D Fick
Jeffrey D Fick Corporate Secretary





RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a **RLI Insurance Company**:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

REFERENCES AND COMPLETED PROJECTS: COLE CONSTRUCTION, INC.

Parks, Trails, Baseball, Softball & Soccer Field Construction PROJECT SUMMARY

as of: 10/6/2023

All Projects Reference List

PROJECT	OWNER / CONTRACTOR	CONTACT	AMOUNT (\$k)	COMP DATE
The Bark Yard Retaining Walls, Drainage, Sidewalks	City of Allen	Laura Cuellar (214) 509-4720	\$1,896,940.67	Mar-24
Gerualt Park Improvements Trails, Retaining Walls, Grading	Town of Flower Mound	Sabrina Zadow (972) 874-6007	\$408,172.00	Jun-24
Lakeside Park Hardscape Improvements Retaining Walls	Town of Highland Park	Heather Cerda (214) 559-9358	\$815,807.32	Jun-24
Kiwanis Veterans Memorial Relocation Trails, Retaining Walls, Grading	City of Saginaw	Gabe Reaume (817)-230-0324	\$207,443.00	Jan-24
Lakeworth Trails Phase 1B - Marion Sansom Park Trails, Retaining Walls, Grading	City of Fort Worth	Carlos Gonzales (817) 392-5734	\$1,821,821.56	Jan-24
TCU - School of Medicine Trails, Retaining Walls, Grading	Linbeck	Aaron Brown (817) 846-2323	\$ 762,916.31	May-24
Thompson Road Sidewalk Sidewalk Improvements	City of Saginaw	Trenton Tidwell (817) 339-2281	\$ 568,960.00	Jun-23
Teddy Bear Garden Improvements Retaining Walls, Drainage, Sidewalks	Town of Highland Park	Heather Cerda (214) 559-9358	\$ 337,212.00	Aug-23
Oakhurst, Worth Heights, and Harrold Park Improvements Playground Installation, Sidewalks	City of Fort Worth	Patrick Vicknair (682) 225-6819	\$ 707,253.84	Mar-23
North Z Boaz Park Improvements Parking Lots, Trails, Drainage, Fishing Dock	City of Fort Worth	Helen Florez (817) 392-7372	\$ 2,191,356.40	Apr-23
Rolling Hills Park Playground Installation, Sidewalks, Landscape, Pavilion	City of Allen	Laura Cuellar (214) 509-4720	\$ 1,766,266.87	Jan-23
Lancaster Corridor Parkway Improvements Planting Bed, Mowstrips, Irrigation, Tree Replacement	City of Fort Worth	Kevin Rodriguez (817) 392-5746	\$ 578,566.61	Aug-23
Bursey Road Townhomes Storm Drain, Alleyway, Parking Lot	Bursey Road Partners	David Washington (817) 874-2077	\$ 668,553.20	Jul-22
Waggoner Park Pedestrian Bridge Retaining Walls, Drainage, Sidewalks	City of Grand Prairie	Leland Miller (972) 237-8529	\$ 544,935.50	Aug-22

REFERENCES AND COMPLETED PROJECTS: COLE CONSTRUCTION, INC.

Parks, Trails, Baseball, Softball & Soccer Field Construction PROJECT SUMMARY

as of: 10/6/2023

All Projects Reference List

PROJECT	OWNER / CONTRACTOR	CONTACT	AMOUNT (\$k)	COMP DATE
Burleson Dog Park Fencing, Pavilion, Parking Lot, Sidewalks Landscape	City of Burleson	Jen Basham (817) 426-9201	\$ 359,856.20	8/1/2022
Newman Academy Soccer and Football Field Sports Field, Irrigation, Retaining Wall	Waltz Construction	Chris Foged (469) 820-0244	\$ 709,898.15	5/1/2022
Circle T Ranch Allee Addition Grading, Drainage, Irrigation	Heritage 58 LLC	Nan Arnold (214) 808-1839	\$ 1,218,613.51	6/30/2022
Haggard Library & Irrigation Improvements Planting Beds, Irrigation, Decomposed Granite, Lighting	City of Plano	Gale Buntain (469) 512-7760	\$ 323,811.00	10/31/2021
Turner Warnell Rd Median Irrigation Landscape, Irrigation, Grading	City of Mansfield	Chris Ray (817) 728-3393	\$ 244,970.16	10/1/2021
Lake Worth Trail Phase 1A Trails, Retaining Walls, Grading, Drainage	City of Fort Worth	Carlos Gonzales (817) 392-5734	\$ 2,491,140.00	6/9/2021
FM 2499 LANDSCAPE ENHANCEMENTS - Phase IV City of Grapevine RFB# 478-2018	City of Grapevine	Kathy Nelson	\$ 539,986.00	9/1/2019
Timberview Ballfield @ Timberview HS	Mansfield ISD	Garry Walker, PM Mansfield ISD	\$ 456,000.00	7/1/2018
Fed-Ex Rehabilitation of Truck Paving and Fueling Areas	Federal Express D&H Fueling Solutions	Adam Rupert, PM 469-992-4753	\$ 47,000.00	5/18/2018
Colony Trail Project Trail & Park Parking Drive Rebuild	City of The Colony, TX Parks Dept	Bob Stoffels, LA 214-553-5778	\$ 548,000.00	5/18/2018
Julian Field park Improvements Mansfield Texas	City of Mansfield Parks Mansfield Texas	James Fish 817.804.5794	\$ 67,000.00	4/28/2016
TCU - Intellectual Commons Project Fort Worth, TX	TCU /Linbeck Const Group	Tom Hale, PM (682) 241-7044	\$ 1,300,000.00	11/16/2015

From: [Jacob McGregor](#)
To: [Eva Ramirez](#)
Cc: [Tanner Arwine](#)
Subject: RE: Bid Tab Sheet Verification GREEN VALLEY PARK DRAINAGE IMPROVEMENTS
Date: Wednesday, February 19, 2025 5:08:57 PM
Attachments: [image002.png](#)
[image003.png](#)

Eva,

Thank you for the verification request. The below pricing is correct.

Thank you,

Jacob McGregor
Chief Operating Officer
10315 Alta Vista RD
Fort Worth, TX 76244
Office: (817) 431-9636 x 305
Cell: (806) 335-5825
Email: jacob@colecon.com
Website: www.colecon.com



From: Eva Ramirez <eramirez@nrhtx.com>
Sent: Wednesday, February 19, 2025 5:06 PM
To: Jacob McGregor <jacob@colecon.com>; Jacob McGregor <jacob@colecon.com>
Cc: Tanner Arwine <tarwine@nrhtx.com>
Subject: Bid Tab Sheet Verification GREEN VALLEY PARK DRAINAGE IMPROVEMENTS
Importance: High

Mr. McGregor,

I am writing to confirm the accuracy of the bid tab sheet below. I want to assure you that I did not modify any of the dollar amounts you provided in your bid. My role was simply to organize your submitted figures onto the correct lines of the tab sheet for comparison purposes. No calculations or changes were made to the numbers you supplied.

Please verify the information on the bid tab sheet against your original bid submission to ensure everything is correctly represented. Your prompt verification is essential for us to move forward with the bid evaluation process.

25-016 GREEN VALLEY PARK DRAINAGE IMPROVEMENTS				Cole Construction, Inc.	
Item No.	Spec.	Est. Quantity	Unit	Unit Price	Item Price
1	BASE BID	1	EA		\$ 86,070.59
2	Additional 10" N-12 Pipe and	20	LF	\$	\$ 418.00

	Installation			20.90	
3	Additional 12" HP Storm Pipe and Installation	20	LF	\$ 21.12	\$ 422.40
4	Additional 15" HP Storm Pipe and Installation	10	LF	\$ 54.31	\$ 543.10
5	Additional 18" HP Storm Pipe and Installation	10	LF	\$ 58.70	\$ 587.00
6	Additional Grading Work	200	SF	\$ 35.00	\$ 7,000.00
7	Project Contingency	1	EA	\$ 5,000.00	\$ 5,000.00
	TOTAL PROJECT BID				\$ 100,041.09
	Add Alternate # 1				\$ 41,241.60
	Add Alternate # 2				\$ 38,642.40
	Total Project Bid with Alternates 1,2,3				\$ 201,058.19

Thank you for your cooperation.



Eva G. Ramirez
Purchasing Manager
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180
817-427-6164 | eramirez@nrhtx.com



CITY OF NORTH RICHLAND HILLS

Wednesday, February 5, 2025

RFB # 25-016 - GREEN VALLEY PARK DRAINAGE IMPROVEMENTS

ADDENDUM ONE:

This addendum is being issued to correct the bid due date as listed in Public Purchase for the above-referenced project. The due date has been changed from February 13, 2025, to February 12, 2025.

Please note: This correction only affects the date listed in Public Purchase. The original bid documents remain unchanged. All other terms and conditions of the solicitation remain in effect.


THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFB RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

Cole Construction Inc.
10315 Alta Vista Rd.
Fort Worth, TX 76244

Authorized Representative:

Signature: 
Name: Jacob McGregor
Title: Chief Operating Officer
Phone: (817) 431-9636
Email: Jacob@colecon.com



CITY OF NORTH RICHLAND HILLS

Wednesday, February 12, 2025

RFB # 25-016 - GREEN VALLEY PARK DRAINAGE IMPROVEMENTS

ADDENDUM TWO:

- 1) The deadline for this RFP has been extended to 2:00PM (CST) Wednesday, February 19, 2025.


THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFP response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFP document.

Name and Address of Company:

Cole Construction Inc.
10315 Alta Vista Rd.
Fort Worth, TX 76244

Authorized Representative:

Signature: 
 Name: Jacob McGregor
 Title: Chief Operating Officer
 Phone: (817) 431-9636
 Email: Jacob@Colecon.com