



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered by and between **CGC General Contractor's Inc.**, (hereinafter referred to as "Contractor"), and the **CITY OF NORTH RICHLAND HILLS, TEXAS**, a municipal corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. The parties agree that the contract documents shall consist of the following:

1. This signed Construction Agreement;
2. General Conditions of RFP #24-028;
3. Project Information of RFP #24-028;
4. Project Conditions of RFP #24-028;
5. Contractor's Competitive Sealed Proposal Form - Base Bid/Proposal and Add Alternate Bid/Proposal I;
6. The following listed and numbered addenda: 1, 2, 3;
7. Contractor's 1295 Form;
8. Insurance Certificate(s)
9. Payment Bond;
10. Performance Bond;
11. Maintenance Bond;

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

THE WORKS

- II. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents in connection with the construction of NRH2O Family Water Park Nitro Blast Construction, RFP #24-028.**

TIME OF COMMENCEMENT; COMPLETION

- III. The Contractor shall commence work within ten (10) calendar days after receiving from the City a Notice to Proceed. The contractor agrees that all work hereunder shall be complete within 195 calendar days from Notice to Proceed which will be the date of Substantial Completion.**



CONTRACT SUM

- IV. The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of THREE MILLION, NINETY-SIX THOUSAND, SEVEN-HUNDERED, SEVENTY-ONE DOLLARS (\$3,096,771.00). This sum includes the Base Bid/Proposal and Add Alternate Bid/Proposal I, as described in the Contractor's Competitive Sealed Proposal Form. Payment will be due upon completion of work and acceptance of the work by the City.

CHOICE OF LAW; VENUE

- V. The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this construction agreement and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney's fees that are necessary, equitable, and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFP #24-028, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers' compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by the Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

All required insurance certificates must be submitted prior to the commencement of work.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

- VII. This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement may be amended only by written instrument signed by both City and Contractor.

EFFECTIVE DATE

- VIII. This construction agreement, shall be effective upon the date of execution by the City of North Richland Hills City Manager.



IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

CGC General Contractors, Inc.

BY: Adrien Pelcuney
City Manager Designee
Adrien Pelcuney, Director of Parks & Recreation
DATE: 10/9/2024

BY: [Signature]
TITLE: VICE PRESIDENT

DATE: 8/27/24

ATTEST:

Traci Henderson
Traci Henderson
Assistant City Secretary

ATTEST: Mark Birt

TITLE: Senior Estimator

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle
Bradley Anderle, City Attorney

NRH Council Action Y/N
Date Approved 9-27-2024
Agenda No. F.1
Ord /Res No. —



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. Tuesday, July 30, 2024**. 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>

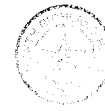
☒ I agree
[] I do not agree

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.

PROJECT INFORMATION

NRH₂O NITRO BLAST CONSTRUCTION

Introduction:

The City of North Richland Hills is accepting competitive sealed proposals from General Contractors who are interested and qualified to complete the demolition, grading, foundations, structural modifications, pump-room improvements, landscaping, irrigation, and electrical improvements necessary to prepare the site for installation of a new water-coaster attraction that has previously been purchased by the city and will be installed by ProSlide Technologies, Inc. in March, 2025. See “Project Scope” and “Exclusions” for a more detailed summary of the project scope.

Bid/Proposal Documents:

- Construction Documents - “NRH₂O Slide Replacement – Aquatic Design Group”

Project Scope:

- **Demolition and Removal** - The contractor will be responsible for demolishing, removing and disposing of catch pool, catch basins, bollards, paving, trees, concrete piers, and all associated piping, filtration and pumps as noted on the demolition plans.
- **Site Grading** - The contractor will be responsible for performing all preliminary and final site grading. The final site grading will be performed after work is completed by the slide manufacturer which is ProSlide and is expected to occur in April 2024.
- **Foundations for tower and slide support columns** - The contractor is responsible for all below-grade foundation work associated with supporting the tower and slide support columns. Included is drilling piers where applicable, providing spread footings where applicable, providing all reinforcement and concrete, and placing anchor bolts provided by the slide manufacturer.
- **Slide support column modifications and bracing** - The contractor is responsible for removing remaining mounting brackets and support arms from existing columns (C1, C2, C3, C4, C5). The contractor is also responsible for making modifications to existing steel columns and for the fabrication and installation of bracing anchorage stemming from piers BP1, BP2, BP3, and BP4.
- **Slide Mechanical** - The original catch pool for the existing slide will be demolished as the new slide will utilize a ProSplash “runout” that sits atop a concrete slab. The contractor will be responsible for installing all required slide mechanical, motors, valves, piping, filters, and fittings as shown on the plans.
- **Landscape and Irrigation** - The contractor will be responsible for all irrigation and associated landscape work per the contract documents. This will be performed after the final grading phase and all other work is essentially complete.

- **Electrical** - The contractor will be responsible for all electrical improvements associated with this project in accordance with the plans and specifications.

Exclusions:

(These services are excluded from the proposal scope, and have already been purchased by the city from ProSlide Technology Inc.)

- Supply and installation of fiberglass waterslides
- Supply and installation of steel columns not noted to be modified or installed in the slide foundation plans.
- Supply and installation all above-grade support systems for the waterslides and service platforms.
- Supply and installation of all anchor bolts for pier connections to start towers, to be installed by the contractor.
- Supply and of CCTV hardware such as cameras, network video recorder, monitors, connectors and crimping tools (to be installed by contractor).
- ProSlide Technology Inc. will provide installation advisory service for the project when requested and will certify the slides prior to use by the general public.

Bid Security:

An electronic picture of the Bid Security must accompany each proposal. The Bid Security shall be a certified check or cashier's check drawn on a State or National Bank of the State of Texas, or a Bid Bond from an acceptable surety company. The Bid Bond shall be executed by a surety company acceptable to and approved by the Owner, and authorized to do business in the State of Texas. The Bid Security shall be in the amount of at least five percent (5%) of the greatest amount bid.

The amount of the Bid Security shall be considered liquidated damages for losses which the Owner will sustain by failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds to the Owner as required. These liquidated damages are not considered to be a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it is impractical and extremely difficult to fix actual damages resulting from the failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds.

If the bidder defaults in executing the Contract within then (10) days after written notification from the Owner of the award of the Contract to him, or in furnishing required Surety Bonds after notification of the Owner's intent to award the Contract to him, then the Bid Security shall be forfeited to the Owner.

PROJECT CONDITIONS

1. OWNER AND CONTRACTOR

The Owner and Contractor are those persons or organizations identified as such in the Agreement and are referred to throughout the contract documents as if singular in number and masculine in gender.

The Project Manager shall be understood to represent the Owner. The duties, responsibilities and limitations of authority of the Project Manager as the Owner's representative during construction are as set forth in the contract documents and shall not be extended or limited without written consent of the Owner.

2. CONTRACT DOCUMENTS

The contract documents shall consist of: The Signed Agreement; Maintenance, Performance and Payment Bonds (when required); insurance certificate; general conditions; Specifications; Plans; Addenda and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the contract documents, priority of interpretation shall be in the following order: Signed contract agreement, performance and payment bonds, Contractor's proposal, Notice to Contractors, Specifications, Plans, and General Conditions of Agreement.

3. SUB-CONTRACTOR

The term Sub-Contractor, as employed herein, shall include only those having direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked. There are limitations on the amount of work that can be subcontracted. This provision prohibits a prime contractor from "brokering" (subletting all contract work). The Contractor is required to submit a request notifying the City of all Subcontractors to be used.

4. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the Corporation for whom it is intended or if delivered at or sent by regular mail to the last business address known to him who gives the notice.

5. WORK

The Contractor is responsible for compliance with local, state, and federal regulations. The Contractor shall be responsible for registering with the City's Building Inspections Division and paying the appropriate fee. The Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. The City will not charge for permits or inspections on this project. Regardless of the project type or location, the contractor will be responsible for filling out a Right of Way construction permit and filing it with Public Works (See attached at end of this document). Additionally, when work is performed in public ROW or easement that affects sewer, water, storm lines and streets, the contractor shall secure a maintenance bond in the amount of 20% of the value of work that affects the above mentioned infrastructure. Contractor to provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and

completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

6. SITE OBSERVATION BY PROJECT MANAGER/OWNER'S REPRESENTATIVE

The Project Manager/Owner's Representative shall make periodic visits to the site to familiarize him or her with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Any review of work in progress, or any visit or observation during construction by the Project Manager/Owner's Representative is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Project Manager/Owner's representative, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said plans and specifications.

7. PROGRESS PAYMENTS FOR WORK

The Contractor shall submit monthly Applications for Payment to the Project Manager by the last day of the month, on AIA G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Project Manager certifies the application, then they shall submit a Certificate for Payment to the Owner. Materials that are verified to be on the jobsite may also be incorporated into the Application for Payment. The Project Manager shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Project Manager to the Contractor within thirty (30) days of receipt of the Certificate of Payment from the Project Manager, unless otherwise provided in the contract Documents. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification (second through final application) form prior to the approval of the next month's Certificate for Payment. Five percent (5%) retained earnings will be withheld from payment of completed work and shall be so indicated on each application for payment. The retained earnings will be paid to the Contractor upon final acceptance of the project by the Owner if all subcontractor work and supplier materials furnished for the project are complete and the subcontractors and suppliers final payments have been made in full. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification form prior to the project's final acceptance and payment of the retained earnings.

8. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any

necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements. Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder.

Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

9. CHARACTER OF WORKMEN

The Contractor agrees to employ only orderly and competent men and women, skillful in the performance of the type of work required under this contract; and agrees that whenever the Owner shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

10. PRELIMINARY APPROVAL

The Project Manager shall not have the power to waive the obligations of this contract for the furnishing of good material, or of his performing good work as herein described in full accordance with the plans and specifications. No failure or omission of the Project Manager to discover, object to or condemn defective work or material shall release the Contractor from obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon discovery of said defective work or material; provided, however, that the Project Manager shall, upon request of the Contractor, inspect and accept or reject any material furnished.

Any questioned work may be ordered taken up or removed for re-examination by the Project Manager prior to final acceptance. If found not in accordance with the specifications for said work, all expenses of removing, re-examination and replacement shall be borne by the Contractor.

11. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any material brought on the job site for use or selected for use, shall be deemed by the Project Manager as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice from the Project Manager, remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. 4

12. CHANGE ORDERS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit in the form, dimensions, plans or materials for the work herein contemplated, or any

part thereof, either before or after beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the project Manager, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount. The Contractor shall submit a bid in writing to the Project Manager for approval of the work requested. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

If the Owner approves the bid for the requested change in work, a change order will be executed. All change orders shall be approved in writing by the City of North Richland Hills' designated representative prior to work being executed.

13. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Owner shall furnish the Contractor with an adequate and reasonable number of copies of all plans and specifications without expense to him. The Contractor shall keep one copy of the same constantly accessible on the work with the latest versions noted thereon.

14. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies furnished by the Project Manager shall not be reused on other work with the exception of the signed contract sets, are to be returned to him on request at the completion of work. All models are the property of the Owner.

15. RIGHT OF ENTRY

The Owner reserves the right to enter the property or location on which the work herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said Owner may desire.

16. DISCREPANCIES AND OMISSIONS

In the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the Project Manager shall define which is intended to apply to the work.

17. EQUIPMENT AND MATERIALS

The Contractor shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work until the entire work is completed and accepted.

18. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provision of Federal, State, and Municipal safety laws, building and construction codes. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The

safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

19. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, from the action of the elements, from any unforeseen circumstances in the prosecution of the same, from any unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the Contractor at his own cost and expense.

20. PROTECTION OF ADJOINING PROPERTY

Contractor shall take proper means to protect all adjacent or adjoining properties in any way encountered which might be injured or seriously affected by any process of construction to be undertaken under the Agreement. Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the Owner and Project Manager against any claim or claims for damages due to the injury to any adjacent or adjoining property arising or growing out of performance of the contract. Any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

21. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner effect the contract or the work. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, he shall bear all costs arising there from.

22. WAGE RATES

The successful contractor shall be required to comply with Chapter 2258 of the Government Code with respect to the payment of prevailing wage rates. Chapter 2258 states contractors and subcontractors shall not pay less than the prevailing wage rate to all laborers, workmen, and mechanics employed by them in the execution of the contract. Contractors should familiarize themselves with the entire provision of this law and the penalties provided for its violation before submitting their bids.

No portion of this provision shall be construed to prohibit the payment of more than the stated wage rate to any laborer, workman or mechanic employed on the project. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The U.S. Department of Labor web site may be accessed at www.access.gpo.gov to obtain the appropriate wage rates to be used in Tarrant County, Texas.

It shall be the responsibility of the successful contractor to obtain the proper wage rates for Tarrant County for the type of work defined in the bid specifications.

The City will audit the contractor and all sub-contractors employed by contractor to ensure they are paying the prevailing wage rate weekly. Contractor and all sub-contractors must submit certified payrolls on a weekly basis per the Contractor's Application that must be filed prior to bidding. In the event an audit is performed, the contractor shall be required to supply a certified copy of the records showing the prevailing wage rates have been met.

23. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal.

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

24. EXTENSION OF TIME

Contractor shall give the Project Manager immediate notice in writing of any delay in completion of project. If the Owner decides an extension of time is justified, the Project Manager shall issue a written extension of time for completing the work. Extension shall be sufficient to compensate for the delay.

25. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The Contractor agrees that, from the compensation otherwise to be paid, The Owner may retain the sum of One Thousand Dollars (\$1,000) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense a penalty.

26. PRICE OF WORK

The Owner agrees to pay the Contractor for furnishing of all necessary labor, equipment and material, and the satisfactory completion of all work, the prices set forth in the Proposal hereto attached, which has been made a part of this contract. All materials embraced in the completion of this Contract must be in full conformity with the specifications and stipulations herein contained.

27. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

The Contractor shall notify the Project Manager when, in the Contractor's opinion, the contract is "substantially completed" and when so notifying the Project Manager, the Contractor shall furnish to the Project Manager in writing a detailed list of unfinished work.

The Project Manager will review the Contractor's list of unfinished work and will add thereto such items as the contractor has failed to include. The "substantial completion" of the structure or facility shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure of facility in accordance with the contract documents.

28. PAYMENTS WITHHELD

The Owner may, on account of subsequently discovered evidence, withhold or nullify any certificate to such extent as may be necessary to protect himself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
- (4) Damage to another contractor.
- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (6) Reasonable indication the work will not be completed within contract time.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

29. ABANDONMENT BY CONTRACTOR

If the Contractor shall fail to commence work within ten (10) calendar days after written notice to commence is served on Contractor or if the Contractor stops work or fails to pursue work in a timely fashion and fails to resume and pursue work in a timely fashion within ten (10) calendar days of a written notice of work stoppage or failure to pursue work in a timely fashion, or if the Contractor fails to comply with orders consistent with the contract documents, the Owner may declare the contract abandoned and direct the surety on the performance bond with a written notice to complete the work. A copy of the notice to the surety shall be served on the Contractor.

After receiving the notice of abandonment, the Contractor shall not remove any materials or supplies from the job site.

After the contract is declared abandoned, the Owner shall be entitled to pursue any legal remedy and to seek damages for breach of contract from the Contractor and, to the extent that it fails to honor its obligations under the performance bond, from the surety on the bond.

COMPETITIVE SEALED PROPOSAL FORM

NRH₂O FAMILY WATER PARK NITRO BLAST CONSTRUCTION

Date: 08/06/2024

Bidder: CGC General Contractors, INC.

City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas, 76180
RFP#24-028

The undersigned, understands that this form is a Competitive Sealed Proposal and that the selection of the Contractor will be based on the best value to the City, per section 5 of the General Conditions. Also, having examined the Documents, comprising the General Conditions, Project Conditions, Project Information, Drawings, and Specifications, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment and services, in accordance with all Contract Documents, necessary to complete the project:

- A. BASE BID/PROPOSAL (TAX EXEMPT):** Cost of labor, materials and equipment required to construct the Green Extreme Replacement - Construction Project in accordance with the listed Bid Documents and Project Scope.

Three Million Eighty Nine Thousand and Ninety One DOLLARS
(\$ 3,089,091.00).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail. This is a lump sum bid. The below price breakdown listed is for evaluation purposes only.

Mobilization	\$ <u>0</u>
Site Preparation/Demolition	\$ <u>18,000.00</u>
Site Grading	\$ <u>42,500.00</u>
Storm Drain Improvements	\$ <u>Included in Concrete Line Item</u>
Modifications to Slide Tower/Rescue Tower/Columns C1-C5	\$ <u>606,670.00</u>
Concrete Flatwork and Foundations	\$ <u>155,580.00</u>
Site Plumbing	\$ <u>1,603,933.00</u>
Pump Room Electrical	\$ <u>Included in Electrical Improvements Line Item</u>
Pump Room Plumbing	\$ <u>Included in Site Plumbing Line Item</u>
Pump Room Roofing	\$ <u>54,075.00</u>
Pump Room Waterproofing	\$ <u>Included in Pump Roofing Line Item</u>
Electrical Improvements	\$ <u>170,000.00</u>
Landscape/Irrigation	\$ <u>34,648.00</u>

vehicle detectors, access control units, and Owner furnish hydrants. Additional improvement included
erosion control, pavement markings, landscaping, irrigation, and storm drainage.

Completion Date: 5/3/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Jeffrey Koehn,

817-819-2249, Jeffrey.koehn@argyleisd.com

Contract Amount: \$1,235,000

Superintendent: Noah Fleet

Project Name: Bill Allen Memorial Park

Name of Owner's Organization City of The Colony

Description: Reconstruction of Bill Allen Memorial Park.

Company's Responsibilities: Involved 4,610 sf of site prep/demolition, tree protection, erosion control, addition of 1,740 sf
of sidewalks, 6,490 sf of synthetic play turf, playground equipment, ADA access, retaining walls, drainage, landscaping & irrigation.

Completion Date: 8/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Calvin Lehmann,

972-624-3956

Contract Amount: \$197,970

Superintendent: Noah Fleet

Project Name: Emily Fowley Library Renovation

Name of Owner's Organization: City of Denton

Description: Renovations to Emily Fowler Central Library include a conference room and three study rooms.

Company's Responsibilities: Scope includes the removal and replacement of new storefront
and glazing, doors, and hardware, plumbing, and electrical. Removal of HVAC ductwork,
air devices, and exhaust fans and replace with new exhaust fans, ductwork, and devices.

Completion Date: 6/1/2024

Project Owner Contact Name, Phone, and e-mail (**must** be current): Jared Green

940-349-7723

Contract Amount: \$135,534 Superintendent: Noah Fleet

Project Name: Gragg Interior Renovation

Name of Owner's Organization Child Care Associates

Description: Site and interior demolition for interior renovation and exterior improvements.

Company's Responsibilities: Interior renovations included but not limited to, metal fabrication, millwork, gypsum assemblies, acoustical ceilings, doors and hardware, new flooring finishes and teller window units, toilet and accessories, fire protection, plumbing, HVAC, electrical, fire alarm expansion, and intrusion detection system.

Exterior improvements included pavement markings, decorative fencing, concrete paving, site utilizes, and landscape.

Completion Date: 7/1/2024

Project Owner Contact Name, Phone and e-mail (**must** be current): Joshua Schmidt,

817-301-7109, Joshua.Schmidt@childcareassociates.org

Contract Amount: \$1,955,000 Superintendent: Tashauna Tyra

- G. **UNIT PRICE PROPOSAL:** None
- H. **PROJECT COMPLETION:** The above specified project shall be completed within _____ consecutive calendar days from date of Notice to Proceed, including overtime on weekends, noting allowance for inclement weather and provisions for liquidated damages as provided for in Supplementary Conditions. The undersigned Bidder agrees to pay liquidated damages in the amount of \$1,000 per day to Owner for each calendar day of delay until work is substantially completed. This sum is not to be construed in any sense as a penalty.
- I. **INSURANCE AND BONDS:** If the undersigned Bidder is notified within sixty (60) days after Bid opening of the acceptance of this Bid and a contract to be awarded, he agrees to provide within ten (10) calendar days after date of Contract award a current certificate of insurance certifying the required insurance coverage (see attachment 'A' for additional requirements). In addition, Bidder agrees to execute the contract for the above mentioned compensations on the standard forms referenced in the Bidding Documents, and if required, further agrees to execute a surety bond for the above work.
- J. **TAXES:** The City of North Richland Hills is a tax-exempt entity. Bid amounts as stated above do not include any sales taxes and any other taxes for all labor, materials and appliances.

*Seal
 (If Bidder is a Corporation)

CGC General Contractors, INC.

Firm Name

Signature of Officer – Title

3212 Friendly Lane

Street Address

Haltom City TX 76117

City State Zip

(214) 458 - 2088

(Area Code) Telephone Number

NRH
CITY OF NORTH RICHLAND HILLS

Purchasing

Wednesday, July 24, 2024

RFP 24-028 NRH20 NITRO BLAST CONSTRUCTION

ADDENDUM ONE:

- 1) Replace bid documents to remove the word "Draft".
- 2) Extend the bid deadline to Tuesday, August 6 at 2pm.
- 3) Extend the deadline for questions to Tuesday, July 30 at 12pm.
- 4) Add sheet E5.00 "Panel Schedules" to the bid documents.
- 5) Revise sheet DP-1 "Demolition Plan" of the bid documents for clarity. Highlighted "Remaining Concrete Post/Base" locations and labeled their diameter.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP 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:

CGC General Contractors, Inc.

3212 Friendly Lane Haltom City, TX 76117

Authorized Representative:

Signature: _____

Name: Austin Dyer

Title: Vice President

Phone: 682-730-6933

Email: austind@cgctexas.com

NRH
CITY OF NORTH RICHLAND HILLS

Purchasing

Friday, August 2, 2024

RFP 24-028 NRH2O NITRO BLAST CONSTRUCTION

ADDENDUM TWO:

- 1) Extend the bid deadline to Tuesday, August 13 at 2pm.
- 2) Extend the deadline for questions to Tuesday, August 6 at 12pm.
- 3) Add Geotechnical Report to the bid documents.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP 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:

CGC General Contractors, Inc.

3212 Friendly Lane Haltom City, TX 76117

Authorized Representative:

Signature: _____

Name: Austin Dyer

Title: Vice President

Phone: 682-730-6933

Email: austind@cgctexas.com



CITY OF NORTH RICHLAND HILLS

Purchasing

Friday, August 9, 2024

RFP 24-028 NRH20 NITRO BLAST CONSTRUCTION

ADDENDUM THREE:

- 1) Add MEP-10001 BLAST MEP Supplement
- 2) Add MEP-100131 Launch Logic CCTV System
- 3) Add MEP-100141 Launch Logic Dispatch System

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP 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:

CGC General Contractors, Inc.

3212 Friendly Ln

Haltom City, TX 76117

Authorized Representative:

Signature: _____
Name: Austin Dyer
Title: Vice President
Phone: 682-730-6933
Email: austind@cgctexas.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CGC General Contractors, Inc.
Haltom City, TX United States

Certificate Number:
2024-1194583

Date Filed:
07/31/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-028
NRH20 Nitro Blast Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



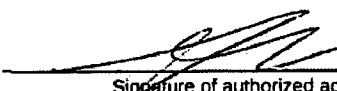
6 UNSWORN DECLARATION

My name is Austin Dyer, and my date of birth is 

My address is 3212 Friendly Lane, Haltom City, TX, 76117, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 6th day of August, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES



City Secretary Office
Official Record Copy

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CGC General Contractors, Inc.
Tarrant, TX United States

Certificate Number:
2024-1194583

Date Filed:
07/31/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

North Richland Hills

Date Acknowledged:
09/27/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-028
NRH2O Nitro Blast Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HCDT Insurance Agency 2161 N.W. Military Hwy., #210 San Antonio TX 78213		CONTACT NAME: Therese Iglesias PHONE (A/C, No, Ext): (210) 647-0134 FAX (A/C, No): (210) 647-0138 E-MAIL ADDRESS: therese@hcdtbond.com	
INSURED CGC General Contractors, Inc. 5419 Brewster St. San Antonio TX 78233		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Insurance Co INSURER B: Continental Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 22945	

COVERAGES

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7039992727	10/29/2023	10/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7039992694	10/29/2023	10/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7039992713	10/29/2023	10/29/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001101229	10/29/2023	10/29/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

"For Bidding Purposes"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HCDT Insurance Agency		NAMED INSURED CGC General Contractors, Inc.	
POLICY NUMBER Various		EFFECTIVE DATE: 10/29/2023	
CARRIER Various	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Blanket Additional Insured is included on the General Liability policy per endorsement CNA75079XX (3-22) for ongoing and completed operations to any person or organization when required by written contract to provide such status. Blanket Additional Insured in respects to Auto Liability is provided per endorsement CNA63359XX (04-2012) to any person or organization when required by written contract to provide such status. Primary and Non-Contributory to an additional insured in respects to General Liability and Auto Liability is included per General Liability endorsement CNA75079XX (3-22) and Auto Liability CNA63359XX (04-2021) when required by written contract to provide such status. Blanket Waiver of Subrogation is included on the General Liability, Auto Liability and Workers Compensation policies to any person or organization when required by written contract to provide such status per General Liability endorsement CNA75079XX (3-22), Auto Liability CNA63359XX (04-2021) and Workers Compensation endorsement WC420204B. Blanket 30 Days Notice of Cancellation is included on the General Liability, Auto Liability and Workers Compensation policies providing advance notice if the policy is cancelled by the company other than for non-payment of premium, or 10 days notice after the policy is cancelled for non-payment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation. Umbrella Follow Form.



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19363	571029	Print Legal Ad-IPL01825170 - IPL0182517	Eva Ramirez	\$74.76	1	31 L

Attention: Alicia Richardson
CITY OF NORTH RICHLAND HILLS
PO BOX 820609
NORTH RICHLAND HILLS, TX 761820609

treasury@nrhtx.com;thenderson@nrhtx.com

**CITY OF
NORTH RICHLAND HILLS**
NOTICE FOR REQUEST FOR
PROPOSAL

The City of North Richland Hills is accepting responses for:
RFP 24-028 NRH20 NITRO BLAST
CONSTRUCTION

RFP responses must be submitted by:
2:00 PM (CST) Tuesday, July 30, 2024
Those interested in participating in this competitive process may download the specifications from www.publicpurchase.com, or proposal forms may be obtained from the Purchasing Department at 4301 City Point Drive, North Richland Hills, TX 76180 Monday through Friday (8:00 AM to 5:00 PM).

All proposals must be submitted electronically via Public Purchase.

The City of North Richland Hills reserves the right to reject any and all RFP responses and act in the best interest of the City of North Richland Hills.

Eva Ramirez
Purchasing Manager
(817) 427-6150
IPL0182517
Jul 5, 7 2024

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Mary Castro, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

2 insertion(s) published on:

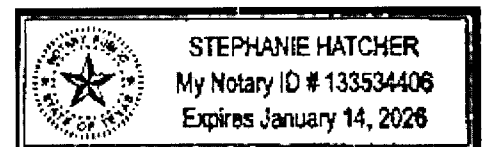
07/05/24, 07/07/24

Mary Castro

Sworn to and subscribed before me this 8th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

NRH
CITY OF NORTH RICHLAND HILLS

Office of the City Manager

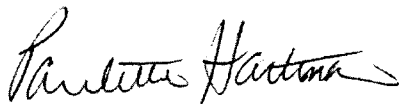
October 7, 2024

Mayor and Council,

I will be out of town beginning at 8:00 a.m. on Tuesday, October 8th, and will return Friday, October 11th at approximately 5:00 p.m. Adrien Pekurney will be Acting City Manager during this time and can be reached at the office (817-427-6605) or on her cell (817-657-3786).

The Acting City Manager shall have the authority, during the time that she is acting as City Manager, to execute any and all documents to which I have been granted authority by the City Council, or by other law, to execute in my absence.

Sincerely,



Paulette Hartman
City Manager