



PURCHASING DEPARTMENT
REQUEST FOR BID

22-020 MANHOLE – SPRAYED
APPLIED EPOXY LINEAR
INSTALLATION SERVICES

BIDS DUE WEDNESDAY, MAY 04, 2022
BY 10:00 A.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: 22-020
- Bid Type: REQUEST FOR BID
- Bid Name: MANHOLE – SPRAYED APPLIED EPOXY LINER INSTALLION SERVICE
- Bid Due Date: Wednesday, May 04, 2022
- Bid Due Time: 10:00 A.M. Central Standard Time
- Deadline for questions:
 - Date: Thursday, April 28, 2022
 - 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.

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 **10:00 A.M. Wednesday, May 04, 2022**. 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

Ben Goodall verifies that:
(Name)

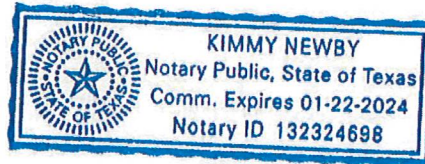
- (1) He/She is owner, partner, officer, representative, or agent of BCAC Underground LLC, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, 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.

Ben Goodall
SIGNATURE

Ben Goodall
PRINTED NAME

Subscribed and sworn to before me this

2 Day of May 2022.



Kimmy Newby
NOTARY PUBLIC in and for
Tarrant County, Texas.

My commission expires: 1-22-2024

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: BCAC Underground LLC
ADDRESS: 7500 Rosewood Ave
CITY, STATE & ZIP: Ft Worth, TX 76116
TELEPHONE: 817-492-1504 - 1800-317-1204
FAX: _____
EMAIL: ben@bcacunderground.com
SIGNATURE: Ben Gooden
PRINTED NAME: Ben Gooden
DATE: 5-3-22

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: N/A

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>

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

5/3/22
 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 BCAC Underground LLC (“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.

**CONSTRUCTION AGREEMENT
FOR MANHOLE – SPRAYED APPLIED
EPXOY LINER INSTALLATION SERVICE
BETWEEN CITY OF NORTH RICHLAND
HILLS AND ABC CONTRACTOR, INC.**

THIS CONSTRUCTION AGREEMENT (“Contract”) is made and entered by and between ABC CONTRACTOR, INC., (hereinafter referred to as "Contractor"), and the CITY OF NORTH RICHLAND HILLS, TEXAS, a municipal corporation (hereinafter referred to as "City" or “Owner”), to be effective upon the date executed by the City.

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. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This signed Construction Agreement;
2. Any and all Addendum(s);
3. “Notice to Bidders” advertisement;
4. The Contractor’s Bid Proposal
5. Special Instruction to Bidders;
6. General Conditions of Bid #22-020;
7. Special Conditions of Bid #22-020;
8. The Specifications of Bid #22-020;
9. The Plans/Drawings of Bid #22-020;
10. Payment Bond;
11. Performance Bond; and
12. Insurance Certificate(s)

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.

II. THE WORKS

Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the installation of various sizes of city-supplied water valves on the city’s active water distribution

system.

III. TIME OF COMMENCEMENT; COMPLETION

Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed for a work order. The Term of this Contract shall be for 12 months. The City shall have the option to renew this Contract for four (4) additional 12 month periods in accordance with Section 39 of the Special Conditions. The Date of Completion for the work shall be set forth in the Scope of Work for each service provided under this Contract.

IV. CONTRACT PRICE

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, a total amount not to exceed XXXXXX AND 00/100 DOLLARS (XXX,XXX.00) ("Contract Price"). payment will be due upon completion of work and acceptance of the work by the City. Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts less than four hundred thousand dollars (\$ 400,000.00) in total Contract Price. Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts equal to or greater than four hundred thousand dollars (\$ 400,000.00) in total Contract Price. Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

V. CHOICE OF LAW; VENUE

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 parties 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.

VI. INSURANCE

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 Bid #22-0XX, 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 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 commencement of work.

VII. TERMINATION

A) Either party may terminate this Contract at any time for cause or convenience by providing ninety (90) days' written notice to the other party. Upon the receipt of such notice, Contractor shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

B) Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

VIII. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed or prevented by reason of war; civil commotion; acts of God; inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party. Such party's performance shall be excused for the length of time the force majeure event lasts, provided that party makes a reasonable attempt to

resume performance upon conclusion of the force majeure event, unless such performance has become legally impossible, in which case that party may terminate the Contract.

IX. CONFIDENTIAL INFORMATION

Contractor understands and acknowledges that Contractor will be provided with Owner information that may be confidential by law, rule, statute, ordinance or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of or access to, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

X. RIGHT TO AUDIT

During the term of this Contract, and at any time within three (3) years following the expiration of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by law.

XI. NOTICES

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:
City of North Richland Hills
Attn: Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102
Email: mhindman@nrhtx.com
Phone: (817) 427-6004

If to Contractor:
ABC Contractor, Inc.
Attn: John Doe
Address 1
Address 2
Email:
Phone: 817-000-0000

With copy to the City Attorney at the same address.

XII. DISPUTE RESOLUTION

Except in the event of termination pursuant to Section VII(B) of this Contract, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Contract, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within thirty (30) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order in injunction where such relief is necessary to protect its interests.

XIII. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between 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.

XIV. EFFECTIVE DATE

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

ABC CONTRACTOR, INC.

BY: _____
Mark Hindman, City Manager

BY: _____
John Doe

DATE: _____

DATE: _____

ATTEST:

ATTEST: _____

Alicia Richardson,
City Secretary/Chief Governance Officer

TITLE: _____

APPROVED AS TO FORM AND LEGALITY:

NRH Council Action Y/N
Date Approved _____
Agenda No. _____
Ord /Res No. _____

Maleshia B. McGinnis, City Attorney

BID PROPOSAL

Item No.	Estimated Quantity	Item Description	Unit	Unit Price	Extended Price
1.	<u>850</u>	Rehabilitate Brick or Concrete 4' Dia. Manhole – with 250 mils thickness of 100% solids epoxy lining	<u>VF</u>	\$ <u>375</u>	\$ <u>318750</u>
2.	<u>150</u>	Rehabilitate Brick or Concrete 5' Dia. Manhole – with 250 mils thickness of 100% solids epoxy lining	<u>VF</u>	\$ <u>400</u>	\$ <u>60000</u>
3.	<u>50</u>	Spray line New Pre-Cast or Concrete 4' Dia. Manhole – with 125 mils thickness of 100% solids epoxy lining	<u>VF</u>	\$ <u>295</u>	\$ <u>14750</u>
4.	<u>25</u>	Spray line New Pre-Cast or Concrete 5' Dia. Manhole – with 125 mils thickness of 100% solids epoxy lining	<u>VF</u>	\$ <u>325</u>	\$ <u>8125</u>
5.	<u>70</u>	Leak Stopping of ground water in manhole includes up to 4 gallons hydro active urethane grout	<u>per HR</u>	\$ <u>125</u>	\$ <u>8750</u>
6.	<u>40</u>	Rebuild bench area or hole in manhole wall if severely deteriorated	<u>Each</u>	\$ <u>550</u>	\$ <u>22000</u>

Grand Total \$ 432375

SPECIAL 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: Notice to Bidders (Advertisement); Instructions to Bidders; Proposal; Signed Agreement; Maintenance, Performance and Payment Bonds (when required); insurance certificate; General Conditions; Specifications; Plans; and all modifications thereof incorporated in any of the documents before the execution of the agreement.

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.

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.

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. 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

Public Works shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and approve, in writing, payment to Contractor. Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered

following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

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. UTILITY CONFLICTS

It is the Contractor's responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm the locations and to determine whether any additional facilities may be present. Contractor shall preserve and protect all underground facilities.

<u>UNDERGROUND FACILITY</u>	<u>TELEPHONE</u>
<u>OWNER</u>	<u>NUMBER</u>
ATMOS	811
ONCOR	811
AT&T	811
City of North Richland Hills	817.427.6440
Water/Sewer	
Charter Cable	811

10. WATER FOR CONSTRUCTION

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter; additionally, the CONTRACTOR will be billed for the water used on the construction of this contract and measured by such fire hydrant meter. Additionally, the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal.

11. TRAFFIC CONTROL

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area. All traffic control devices used during construction shall meet the standards utilized in the MUTCD.

Access to adjacent property shall be maintained at all times unless otherwise approved by the OWNER.

12. PROSECUTION OF CONSTRUCTION

The CONTRACTOR will, unless otherwise approved by the Owner, prosecute the construction of this project during normal working hours as defined below:

- A. Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm
- B. Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- C. Holidays to be observed and to be included into the normal work week will be:
 - New Year’s Day January 1st
 - MLK Day Third Monday in January
 - Memorial Day Last Monday in May
 - Independence Day July 4th
 - Labor Day First Monday in September
 - Thanksgiving Holiday Fourth Thursday in November and the following Friday
 - Christmas Holiday December 24th & December 25th

If any of the above dates falling on a Sunday shall be observed on the following Monday.
- D. If the Contractor wishes to work more than thirty minutes per day overtime,

approval must be acquired from the Public Works Department 24 hours in advance and the Contractor must agree to pay the City for the inspector's time at the rate of seventy-five dollars (\$75.00) per hour. If the Contractor arranges to work on a weekend and for any reason does not or cannot work, he will be responsible for a minimum of two hours pay for the inspector.

13. INSPECTION AND TESTING

The CONTRACTOR shall be responsible for paying for all testing and testing related items (acquiring specimens, proper specimen control, etc.) on this Project. During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements. The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory, approved by the City Engineer, and permitted with the City of North Richland Hills' Public Works Department.

Concrete Testing Services provided shall include but are not limited to the following:

- a. Analysis of Aggregates
- b. Decantation Tests
- c. Slump and Air Content Tests
- d. Flexural or Compressive Strength Tests

14. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent men, 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.

15. 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 expense of removing, re-examination and replacement shall be borne by the Contractor.

16. 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.

17. 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 North Richland Hills' designated representative prior to work being executed.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Owner. The Contractor further agrees that the subletting of any portion or feature of the work, or material required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this Agreement.

28. INDEMNIFICATION / PROTECTION AGAINST CLAIMS

The 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 for the negligence of the 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.

The Contractor shall defend, indemnify and hold harmless the Owner and respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

(1) Is attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use and,

(2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Project Manager, his agents or employees arising out of the approval of drawings, reports, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the Project Manager, his agents or employees, provided such giving or failure to give in the primary cause of the injury or damage.

29. WORKERS COMPENSATION INSURANCE

As required by the Texas Workers' Compensation Commission Rule 28, 110.110. the Contractor shall also carry worker's compensation insurance. The Contractor's failure to comply with any of the provisions of this Rule will be considered a breach of contract by the Contractor. The City will have the right to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City. The successful Contractor must provide a certificate of coverage to the City prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must file a new certificate of coverage with the City Purchasing Division showing coverage has been extended. The Contractor shall obtain from each sub-contractor providing services on the project a certificate of coverage, prior to that person beginning work on the project. Sub-contractor certificates must also be submitted to the Purchasing Division. If the Contractor fails to secure such evidence of coverage from the sub-contractor, the Contractor shall provide such coverage.

30. 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.

31. 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 by the contractor 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.

32. 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.

33. 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 Eight Dollars and Sixty Four Cents (\$8.64) (daily liquidated damages rate) for each calendar day after the agreed Date of Substantial Completion that the work

remains not substantially complete. Both parties have had the opportunity to assess the basis upon which the daily liquidated damages rate is based, and such rate is agreed upon as the proper measure of liquidated damages that represents a reasonable and fair estimate of 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 as a penalty. The written acceptance of this calculation, which is separately agreed to by the parties, shall be incorporated into this contract.

34. 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.

35. 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.

36. 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:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
- d. Damage to another contractor
- e. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- f. 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.

37. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Project Manager within ten (10) days after the Project Manager has given any directions, order or instruction to which the Contractor desires to take exception. The Project Manager shall reply within ten (10) days to such written exceptions by the Contractor and render his final decision in writing.

38. 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.

39. DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods at a price proposed by the contractor. The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, whichever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days

from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

The quantities listed are estimated quantities using the best information available. The City reserves the right to choose the items that will be purchased and to purchase more than or less than the quantities listed.

SPECIFICATIONS

Bid Item Description:

Item 1 and 2. Spray Applied Manhole Epoxy Coating (Rehabilitate)

Manholes receiving a spray applied epoxy coating will be cleaned according to the technical specification section within this bid document. The desire is to remove grease, roots, spoiled concrete, or dirt that will prevent repair or coating materials from adhering to the interior surfaces of the manhole. Once cleaned and prepped for coating, repairs may be identified. Repairs will consist of repairing wall lifts holes, cracks, replacing bricks, patching concrete, and or removing steps. After the cleaning and repair process is complete; the contractor will coat the entire interior surface from the bench to the top of the manhole with 250 mils thickness of 100% solids epoxy lining. The City will direct the contractor on which manhole(s) will be epoxy coated based on available funding.

Item 3 and 4. Spray Applied Manhole Epoxy Coating (New Pre Cast on Concrete)

Manholes receiving a spray applied epoxy coating will be cleaned according to the technical specification section within this bid document. The desire is to remove grease, roots, spoiled concrete, or dirt that will prevent coating materials from adhering to the interiors surfaces of the manhole. After the cleaning process is complete, the contractor will coat the entire interior surface from bench to the top of the manhole within 125 mils thickness of 100% solids epoxy lining. The city will direct contractor on which manhole(s) will be epoxy coated based on available finding.

Item 5. Leak Stopping

Manholes receiving a spray applied epoxy coating shall be free of any active water infiltration. Plugging compounds shall have a set time less than 60 seconds and have mechanical and active chemical bounding to saturated surfaces. Leak stopped material shall be compatible with the spray applied epoxy coating. Such extra work will be approved in writing between the city representative and the contractor prior to the commencement of the work.

Item 6. Bench and Wall Repair

Manholes that have been identified needing bench or wall repair shall use materials compatible with the sprayed applied epoxy coating. Repairs must promote hydraulic flow. Such extra wok will be approved in writing between the City Representative and the contractor prior to the commencement of the work.

Project Details

The City of North Richland Hills will determine the manholes that will be rehabilitated with a spray applied epoxy coating. These manholes will be a part of the annual manhole rehabilitation project and new construction manholes. The selected manholes provided from the City to be rehabilitated shall be completed within 180 days from the notice to proceed date. The contractor shall anticipate the minimum quantity per mobilization to be one manhole.

Technical Specification -

REHABILITATION METHOD 1041- INSTALLATION OF PROTECTIVE EPOXY COATINGS FOR MANHOLES

Part 1 - GENERAL

1.01 SCOPE

- A. This section covers the coating and rehabilitation of structures within the wastewater collection system and stormwater conveyances with the use of a 100% solids epoxy monolithic coating to the walls, benches and inverts of all manholes and the specified surfaces of other structures. This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation of a field applied unique monolithic interior surfacing system. The use of specialized equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system. Product application requirements and procedures described herein include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.
- B. The minimum coating thickness shall be as described in the following:
 - 1. Manholes (rehabilitated concrete) minimum coating of 250 mils
 - 2. Manholes (brick) minimum coating of 250 mils
 - 3. New manholes (precast or pour in place concrete) minimum coating of 125 mils

1.02 REFERENCES

- A. The following standards are hereby incorporated into these specifications by reference:
 - 1. ASTM D638 – Tensile Properties of Plastics
 - 2. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics
 - 3. ASTM D695 – Compressive Strength of Rigid Plastics
 - 4. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester
 - 5. ASTM D2584 – Volatile Matter Content
 - 6. ASTM D2240 – Durometer Hardness, Type D
 - 7. ASTM D1653 – Water Vapor Transmission of Organic Coating Films

8. ASTM D543 – Resistance of Plastics to Chemical Reagents
9. ASTM C297 – Flatwise Tensile Strength of Sandwich Constructions.
10. ASTM D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
11. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
12. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
13. NACE – The published standards of the National Association of Corrosion Engineers (NACE International), Houston, TX.

1.03 SUBMITTALS

- A. All submittals shall be submitted in accordance with the applicable portions of these specifications.
- B. Contractor shall submit the following information to the City Representative for approval prior to beginning the installation of the protective coating.
 1. Manufactures data sheets for the coating materials.
 2. Third party test results verifying the physical properties of the coating materials meet or exceed the requirements of these specifications.
 3. Applicator's procedures for preparing the surface of the structure and installing the coating system.
 4. Documentation that the Applicator of the coating has been trained and certified by the Manufacturer and meets the experience requirements of these specifications.

PART 2 – PRODUCTS AND APPLICATION EQUIPMENT

2.01 APPROVED PRODUCTS

- A. The coating system shall be a spray applied 100% solids epoxy monolithic surfacing system for use in coating new or existing manholes, wetwells, lift stations, treatment plants, and other structures. All products to be used on this project must be preapproved by the City Representative prior to the bid date. The following products have been preapproved for use on this project.
 1. S301 by Warren Environmental, Inc.
 2. ARC S1HB by A. W. Chesterton Company

2.02 APPROVED EQUAL

- A. In order to be considered as an equal, a product must have the following minimum physical characteristics as measured by the applicable ASTM Standards referenced herein.

1. Coating Product

- a. Capable of being installed and curing properly within a manhole or concrete utility environment
 - b. Resistant to all forms of chemical or bacteriological attack found in municipal sanitary sewer systems; and, capable of adhering to typical manhole structure substrates
 - c. The 100 percent solids, solvent-free ultra-high-build epoxy system shall exhibit the following characteristics:
 - i. Application Temperature – 50 degrees F, minimum
 - ii. Thickness – 200 mils minimum precast concrete MH and 250 mils for brick MH
 - iii. Color – White, Light Blue, or Beige
 - iv. Compressive Strength (per ASTM D695) – 12,000 psi minimum
 - v. Tensile Strength (per ASTM D638) – 7,500 psi minimum
 - vi. Hardness, Shore D (per ASTM D4541) – 70 minimum
 - vii. Abrasion Resistance (per ASTM D4060 CS 17F Wheel) – 80 mg loss maximum
 - viii. Flexural Modulus (per ASTM D790) – 400,000 psi minimum
 - ix. Flexural Strength (per ASTM D790) – 12,000 psi minimum
 - x. Adhesion to Concrete, mode of failure (ASTM D4541): Substrate (concrete) failure
 - xi. Minimum Bond Strength 500 psi
 - xii. Minimum corrosion resistance suitable for environments pH of 0.5 or higher.
 - xiii. Chemical Resistance (ASTM D543/G20) all types of service for:
 - a) Municipal sanitary sewer environment
 - b) Sulfuric acid, 30 percent
 - c) Sodium hydroxide, 5 percent
 - xiv. Tensile Elongation @ Break 4.8% minimum
2. Coating Application Equipment
- a. Heated, plural component, specially designed equipment for use in the spray or spin-cast application of the specified system approved for use by the structural epoxy manufacture.
 - b. Hard to reach areas, primer application and touch-up may be performed using hand tools.
3. Other manufactures or products
- a. Other manufacturers seeking preapproval must submit under the following time frame that allows the City Representative ample time to determine if the proposed product is an acceptable alternative.
 - b. Documentation that the proposed product meets the above minimum physical characteristics including results of testing performed by a bonded, third party testing company.

- c. An affidavit attesting to the successful use of the product as a protective coating for concrete or masonry structures for a minimum continuous period of five (5) years in wastewater conditions recognized as corrosive or otherwise detrimental to concrete and masonry.
 - d. A verifiable list of references that document the successful installation and use of the product in a minimum of 750,000 square feet of sanitary sewer structures.
4. Patching Compounds
- a. Rapid set (20 minutes) self-bonding, high strength concrete patching mortar, shall be resistant to temperature fluctuation environments, minimum compressive strength of 3,000 psi (30 days), maximum volume change of 0.02 percent, and contain no calcium chloride, gypsum, lime or high alumina cements.
 - b. Fiber reinforced calcium aluminate corrosion resistant cementitious patching mortar may NOT be used.
 - c. Patching compounds shall be compatible to the Warren, Chesterton products or approved equal.
 - d. These compounds shall only be used for dry applications where no active infiltration is observed.
5. Plugging Compounds
- a. These compounds are used to plug locations of active infiltration and shall have a set time less than 60 seconds, have a mix conforming to ASTM C150, ASTM C144, ASTM C109, ASTM C827, and ASTM C666 as applicable and have mechanical and active chemical bonding to saturated surfaces.
 - b. These compounds shall only be used to stop minor water infiltration.
 - c. Plugging compounds shall be Warren, Parson Quick Plug, ThoRoc Plug or approved equal.
6. Invert and Bench Replacement-
- a. Manhole invert and bench shall be repaired or replaced and formed contoured to promote hydraulic flow. Bench repair material shall be compatible with the epoxy top coat. No cementitious repair material or quick set mortars will be allowed. An epoxy bonding adhesive shall be applied to the existing concrete per manufacturer's instruction.
7. Frames and Covers
- a. Manhole frames and covers shall be made from cast iron conforming to the details shown on the drawings and meeting ASTM A48, class 30 requirements.

2.03 STRUCTURAL EPXY APPLICATION EQUIPMENT

- A. Heated, plural component, specially designed equipment for use by structural epoxy manufacture.

PART 3 – EXECUTION

3.01 INSTALLER QUALIFICATIONS

- A. All products must be installed by an Installer that has been trained and certified by the manufacturer. Proof of certification is required in submittal.
- B. The Installer must provide verifiable documentation of the above certification and the successful installation of 250,000 square feet of the product in sanitary sewer structures.

3.02 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- B. Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

3.03 SAFETY

- A. Applicator shall perform his work in a manner to protect the health and safety of all workmen and the public.
- B. All work shall be in accordance with standard industry safety practices.
- C. All work, including entry into confined spaces shall be performed in strict compliance with current OSHA regulations.

3.04 PRECOAT INSPECTION

- A. The applicator's vehicles and equipment must be able to access the structures to be coated under their own power.
- B. Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.
- C. C. Installation of the protective coating shall not commence on any surfaces containing freshly poured concrete until the concrete substrate has properly cured, and in no case less than 28 days.

3.05 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall promptly notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.
- B. Cut off any steps and patch holes. All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants

including all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

- C. Surfaces to receive protective coating shall be cleaned to produce a sound concrete or masonry surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. Surface preparation methods shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied, but as a minimum, shall be in accordance with the procedures listed below.

1. First clean all surfaces with low pressure water spray cleaning to remove all loose or contaminated debris. Other equipment and methods may be required to remove all unsound material. Do not allow extraneous material to enter sewers. Extraneous material is defined as old or soft concrete, pieces of brick, construction debris, roots or other like materials that are not intended for the sewer system. Contractor shall provide submittal explaining how extraneous material will be collected and removed so as not to enter the sewer system.
2. When all loose, contaminated, and unsound debris has been removed, the surface shall be etched with a solution of 20% muriatic acid to clean and open the pores of the substrate.
3. The surface shall then be pressure washed again but this time with a high pressure wash system with a minimum of 3500 psi and the wash water shall contain a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on the surface.
4. The surface shall be tested with litmus paper at various points throughout the structure to ensure that the pH is within acceptable limits (not to exceed 8.5). If the surface does not meet the pH requirements, the above steps shall be repeated until the surface pH is within acceptable limits. All tests results will be retained for review by the City Representative.
5. Active water infiltration shall be stopped by using a cementitious water plug or urethane grout that is compatible and suitable for top coating with the specified monolithic surfacing system.
6. If pre-installation inspection reveals infiltration (defined as visible and consistent movement of water) through the wall of the structure, a collapse in an area of the wall, a bench that needs to be rebuilt/repared, a necessity for sandblasting (if necessary after surface preparation as described in specification) or anything that will require more than typical preparation of the structure, the contractor will advise the City Representative. Such extra work will be approved in writing between the City Representative and the contractor prior to the commencement of the work and shall be considered as a separate pay item.
7. Areas where structural steel has been exposed or removed shall be repaired by replacing spent rebar with new matching rebar and embedded in 1.5 inches of epoxy mastic. No cementitious repair material or quick set mortars will be allowed.

3.06 APPLICATION OF REPAIR MATERIALS

- A. Manhole lining shall not be performed until sealing of the manhole and grade adjustments or manhole patching or grouting is complete.

- B. The interior surfacing system shall be applied to the chimney, walls, bench, and invert of all manholes and to the specified surfaces of all other structures.
- C. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.
- D. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.
- E. When cured, the system shall form a continuous, tightfitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.
- F. The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.
- G. The system shall be compatible with the thermal conditions of the existing sewer manhole surfaces.
- H. Heated, plural component, specially designed equipment for use in the spray or spin-cast application of the specified system approved for use by the monolithic surfacing system manufacturer.
- I. Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.
- J. The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order. The specified materials must be applied by an approved installer of the monolithic surfacing system.
- K. The walls and bench and invert of the structure shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in accordance with the recommendations of the monolithic surfacing system manufacturer.
- L. Specially designed spray and/or spin-cast application equipment shall be used to apply each coat of the system.

3.07 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- B. Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

3.08 TESTING AND INSPECTION

- A. During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 – Standard Practice for Measurement of

Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

- B. The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

4.00 PART 4 – WARRANTY

4.01 TEN YEAR WARRANTY

- A. All approved products must provide a ten-year performance limited warranty that the installed product will:
 - 1. Stop deterioration of the lined surfaces by sewer gas induced corrosion.
 - 2. Prevent infiltration of ground water into the collection system through the lined surfaces.
 - 3. Stop root intrusion through the lined surfaces.
- B. During the ten-year warranty period if the rehabilitation component, fails, delaminates, peels or shows any defect, which may materially affect the integrity, strength, function and/or operation of the manhole structure, it shall be immediately repaired at the Contractor's expense.

5.00 PART 5 – MEASUREMENT AND PAYMENT

5.01 MEASUREMENT

- A. Measurement for rehabilitated manholes shall be per vertical foot for each designated diameter and shall be measured from the top of the bench to the top of the frame.

5.02 PAYMENT

- A. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid per vertical foot of "Spray Applied Epoxy Coating of Manhole" applied. Payment will be made based upon cost per vertical foot of rehab/ repair VF at 4 foot Dia. Manhole (Bid Item 1 and 3) or cost per VF at 5 foot Dia. Manhole (Bid Item 2 and 4).
- B. The price bid shall include:
 - 1. Traffic Control and Safety
 - 2. Surface preparation, furnishing and installing patching, coatings and liner systems
 - 3. Bypassing of flow or flow thru plugs
 - 4. Hauling and Disposal of excess material
 - 5. Clean-up
 - 6. Testing
- C. The work performed and materials furnished in accordance with Bid Item 5 will include up to 4 gallons of hydro active urethane grout and paid on a "per Hour". This work will be approved in writing between the city representative and the contractor prior to the commencement of the work.

- D. The work performed and materials furnished in accordance with Bid Item 6 will be paid for at the unit price of EACH. This work will be approved in writing between the city representative and the contractor prior to the commencement of the work.

END OF SECTION



Solvent-free, high build epoxy series capable of increasing your asset's service life in highly corrosive environments.

PRODUCT DESCRIPTION



100% solids, high-build protective epoxy coating designed to protect substrates from corrosive environments in wastewater and industrial service.

FEATURE

BENEFIT

APPLY IN 100% HUMIDITY AND ON A DAMP CONCRETE	Reduced labor cost - eliminates dehumidification expenses and puts the asset back in service faster
SINGLE COAT UP TO 500 MILS	Eliminates the risk of coating interface delamination, reduces the cost of resurfacing the substrate, eliminates the need for underlayment, and underlayment waiting period
100% SOLIDS	Non-explosive, non-flammable, more reliable cure, higher quality and performance
ZERO VOC	Safe for workers, the community, and the environment
STRUCTURAL RESTORATION AND ENHANCEMENT	Capable of strengthening assets to an improved or like new condition
AQUATIC SAFE	Independently tested per EPA 2007.0 to ensure no adverse impacts on aquatic life
CORROSION RESISTANT	Stands up to harsh chemical exposures and highly corrosive environments
RESISTANT TO GROUNDWATER PRESSURE	Prevents infiltration - reducing the costly treatment of rain and groundwater
HIGHLY ADHESIVE	Intimately bonds to host structure to prevent damage to substrate
MULTIPLE VISCOSITIES	Viscosity based on desired dry film thickness (DFT) to achieve one coat high build without sagging

APPLICATION SYSTEM



Warren epoxy products are applied by a patented heated meter/mix plural-component spray, trowel, brush, pour and squeegee. Warren Environmental products are applied by trained/approved applicators.

SPECIAL SAFETY AND HANDLING



Components are hazardous materials before being mixed. Consult the corresponding Safety Data Sheets before using.

CERTIFICATIONS



Safe for aquatic life per EPA 2007.0



STORAGE AND USE



Shelf life is one year from date of shipment. Materials are to be kept dry, protected from weather, stored under cover, and stored between 33°F and 120°F. Do not store near flame or heat.

SURFACE PREPARATION GUIDELINES



Concrete: SSPC-SP 13/NACE No. 6 with a clean substrate profile of CSP 4-6 per ICRI No. 310.2R-2013

Steel: SSPC-SP 10/NACE No. 2 Near White Blast Cleaning. A minimum angular profile of 3-5 mils.

Ductile or Cast-Iron: NAPF 500-03, Solvent, Hand Tool, Power Tool, and or Abrasive Blast to remove all oil, grease, asphalt, cement or other loosely adherent deleterious contaminants and achieve a minimum angular surface profile of 3-5 mils. Tightly adherent annealing oxide can remain.

Contact Warren for other substrates.

CURE TIMES

SURFACE TEMPERATURE	DRY TO HANDLE	CURE FOR WATER IMMERSION
50°F (10°C)	8 HOURS	48 HOURS
70°F (21°C)	2 HOURS	36 HOURS
90°F (32°C)	1.5 HOURS	24 HOURS



301-14

TYPICAL PROPERTIES BASED ON #3 VISCOSITY

LIQUID PROPERTIES

Viscosity	90,000-120,000cps
Thixotropic Index	5.0 - 6.0
Specific Gravity	B:1.19 A:1.14 A/B:1.173
Flash Point (Closed cup)	>235°F
Color	Varies
Geltime (200g@77°F)	27 minutes
Thin Film Set (@ 77°F)	2 hours
Thin Film Set (@ 40°F)	8 hours

PHYSICAL PROPERTIES (1/4" CASTING)

Color	Off white
Tensile Strength (ASTM D638)	7,500 psi
Flexural Strength (ASTM D790)	11,000 psi
Flexural Modulus @0.100" (ASTM D790)	425,000 psi
Compressive Strength (ASTM D695)	10,500 psi
Glass Transition Temperature (ASTM D3418)	151°F
Tensile Elongation @ Break	7%
Shore D Hardness	87
VOC	0 g/L (EPA Method 24)

WARRANTY

Warren typically offers a one year warranty. Additional information will be provided upon request.

DISCLAIMERS

Always read associated Safety Data Sheets (SDS) before working with any product. SDS can be requested by calling our office at 508.947.8539 or emailing us at info@warrenenviro.com. All values reported within this document are typical values and are reported as a means of reference. Individual testing should be done to determine actual results, tested in specific conditions. If you witness unethical or incorrect practices related to the use or application of any Warren Environmental product, please contact us immediately 508.947.8539.

ISO 9001

Warren Environmental is a ISO 9001:2015 certified company.



VISCOSITIES

DFT (mils)

301-14-0 = Primer (P)	10 - 20
301-14-1 = Top Coat (T)	20 - 50
301-14-2 = Number 2 (#2)	50 - 175
301-14-3 = Extra Thick (XT)	175 - 300
301-14-4 = Full Slug (FS)	300 - 500
301-14-5 = Mastic (M)	125 - >1,000

1,000 mils = 1 inch

*Not all viscosities are certified for potable water.

P 508-947-8539

info@warrenenviro.com

137 PINE STREET, MIDDLEBOROUGH, MA 02346

WARRENVIRO.COM



BCAC UNDERGROUND LLC.
7500 Rosewood St
Fort Worth, Texas 76116

References for BCAC Underground:

Conatser Construction

Project Manager Cesar Garcia (817)205-6826

5327 Wichita St, Forest Hill, TX 76119

North Texas Contracting

Vice President Zach Fusilier (817)819-6691

4999 Keller Haslet Rd., Keller, TX 76244

Mountain Cascade

Estimator/Project Manager Jason Williford (817)713-1861

5340 East US Hwy 67, Alvarado, TX 76009



WARREN
ENVIRONMENTAL

APPROVED
APPLICATOR CERTIFICATE

THIS CERTIFICATE IS AWARDED TO

Roger Weeks


DANNY WARREN, PRESIDENT

1-1-2020

This certifies that the company named on this certificate has successfully completed the required
Applicator Training Program and is approved to apply Warren Environmental's coating systems.
Furthermore, they have demonstrated proficiency in the use of Warren's patented application system.

EXPIRES January 1, 2023 APPLICATOR ID 939956



WARREN
ENVIRONMENTAL

APPROVED

APPLICATOR CERTIFICATE

THIS CERTIFICATE IS AWARDED TO

Juan Vasquez

DANNY WARREN, PRESIDENT

1-1-2020

This certifies that the company named on this certificate has successfully completed the required
Applicator Training Program and is approved to apply Warren Environmental's coating systems.
Furthermore, they have demonstrated proficiency in the use of Warren's patented application system.

EXPIRES January 1, 2023

APPLICATOR ID 154357



WARREN
ENVIRONMENTAL

APPROVED

APPLICATOR CERTIFICATE

THIS CERTIFICATE IS AWARDED TO

Chris Reynolds

DANNY WARREN, PRESIDENT

1-1-2020

This certifies that the company named on this certificate has successfully completed the required Applicator Training Program and is approved to apply Warren Environmental's coating systems. Furthermore, they have demonstrated proficiency in the use of Warren's patented application system.

EXPIRES January 1, 2023

APPLICATOR ID 894970



WARREN
ENVIRONMENTAL

APPROVED APPLICATOR CERTIFICATE

THIS CERTIFICATE IS AWARDED TO

DAVID CASTO


1-1-2020
DANNY WARREN, PRESIDENT

This certifies that the company named on this certificate has successfully completed the required
Applicator Training Program and is approved to apply Warren Environmental's coating systems.
Furthermore, they have demonstrated proficiency in the use of Warren's patented application system.

EXPIRES January 1, 2023

APPLICATOR ID 894970



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

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 Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	CONTACT NAME: Morayma Gonzalez	
	PHONE (A/C, No, Ext): 817-336-11197	FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: Mgonzalez@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indian Harbor Insurance Company		36940
INSURER B : American Casualty Company Of Reading,		20427
INSURER C : The Continental Insurance Company		35289
INSURER D : The Hanover Insurance Company		22292
INSURER E : Transportation Insurance Company		20494
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1363969775 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
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded \$1,000 *See Remarks GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6081124194	6/15/2021	6/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6081124177	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000 <input type="checkbox"/> CLAIMS-MADE			6081124244	6/15/2021	6/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> 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	6081124227	6/15/2021	6/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Professional Liability Contractors Equipment			PEC2000097 IHDH26618602	6/15/2021 6/15/2021	6/15/2022 6/15/2022	See Remarks Section See Remarks Section

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

General Liability Policy:

Deductible - \$1,000 Property Damage Per Occurrence

Contractor's Protective, Professional and Pollution:

Limits of Liability

A. Each Claim \$2,000,000

B. In the Aggregate \$2,000,000

Supplemental Coverages

See Attached...

CERTIFICATE HOLDER

CANCELLATION

North Richland Hills City Hall
4301 City Point Drive
North Richland Hills, TX 76180

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED BCAC Underground, LLC 7500 Rosewood Avenue Fort Worth TX 76116	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- C. Litigation Attendance Reimbursement \$500 per day each Claim/ \$10,000 Agg.
- D. Disciplinary Proceedings Defense Expense \$10,000 each Claim
- E. Subpoena Defense Expense \$10,000 each Claim
- F. ADA and FHA Defense Expense \$10,000 each Claim
- G. Corporate Reputation Rehabilitation \$10,000 each Claim
- H. Bankruptcy of Design Professional \$10,000 each Claim
- I. Building Information Modeling - Extra Expense \$25,000 each Claim
- J. Mitigation of Damages or Pollution Loss \$1,000,000 each Claim Agg \$1,000,000

Self-Insured Retention

- A. N/A
- B. \$5,000 Each Claim
- C. \$5,000 Each Claim
- H. \$5,000 Each Claim

Retroactive Dates

- A. Protective Errors & Omissions 6/15/18
- B. Professional Liability 6/15/18
- C. Contractors Pollution Liability N/A
- H. Mitigation of Damages or Pollution Loss 6/15/18

Inland Marine

Contractors Unscheduled Equipment - \$5,000 Any One Item; \$25,000 Max Limit
 Leased and Rented Equipment - \$500,000 Limit
 Scheduled Limit-\$3,185,974
 Valuation = Market Value with Replacement Value on items 5 years or newer
 Coinsurance - 80%

Automobile Liability Policy #6081124177 Hired Physical Damage Coverage- Comp- \$5,000/Collision- \$5,000

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement (General Liability includes completed ops) that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella Liability policy is follow form over the General Liability, Automobile Liability and Workers' Compensation policies.

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

Certificate Number:
 2022-881710

Date Filed:
 05/03/2022

Date Acknowledged:

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

Bcac Underground
 fort worth, TX United States

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.

22-2020 Manhole - Sprayed
 Sprayed applied epoxy linear installation services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goodall, ben	fort worth, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Ben Goodall, and my date of birth is 2-2-78.

My address is 7500 Rosewood St, Fort Worth, TX, 76116, Tarrant
(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 3 day of May, 202022
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)



BCAC UNDERGROUND LLC.
7500 Rosewood St
Fort Worth, Texas 76116

References for BCAC Underground:

Conatser Construction

Project Manager Cesar Garcia (817)205-6826

5327 Wichita St, Forest Hill, TX 76119

North Texas Contracting

Vice President Zach Fusilier (817)819-6691

4999 Keller Haslet Rd., Keller, TX 76244

Mountain Cascade

Estimator/Project Manager Jason Williford (817)713-1861

5340 East US Hwy 67, Alvarado, TX 76009



McCauley Bond Agency

CONTRACT BOND REQUEST FORM

Bond Type: Bid Bond Performance Bond Payment Bond Maintenance Bond

Number of Executed Sets: 2

Date and Time Bond is Needed: 05/04/2022

Required Bond Forms: Yes (Attached) No

Submission Type: Physical Electronic

GENERAL INFORMATION

Contractor: BCAC Underground LLC

Contractor's Address: 7500 Rosewood Street

Fort Worth, Texas 76116

Bond Mailing Address: 7500 Rosewood Street

Fort Worth, Texas 76116

Obligee (Bond Payable To): City of North Richland Hills

Obligee's Address: 4301 City Point Drive

North Richland Hills, Texas 76180

Legal Project Name: 22-020 Manhole - Sprayed Applied Epoxy Linear Installation Services

(Include Identifying Numbers)

Job Location: North Richland Hills, Texas

Scope of Work: Epoxy Application

Estimated Start Date: 07/11/2022

Work On Hand: _____

Completion Time: 12/31/2022

Penalties/Damage: _____

Warranty Period: N/A

Retainage: 0

BID BOND INFORMATION

Bid Date & Time: 5/4/2022 10:00AM

Estimated Bid: \$432,375

Bid Opening Location: North Richland Hills, TX

Bid Bond % / \$: 5%

PERFORMANCE, PAYMENT OR MAINTENANCE BOND INFORMATION

Contract Date: _____

Contract Amount: _____

Payment Bond Amt: _____ %

Perf. Bond Amount: _____ %

Maint. Bond Amt: _____ %

Maint. Period: _____

NOTE: PLEASE INCLUDE A COPY OF THE BID SPECS OR CONTRACT FOR ALL BONDS.

(214) 989-7047 | 5757 Alpha Road Suite 235, Dallas, TX 75240 | www.mccauleybonds.com

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BCAC Underground LLC
7500 Rosewood Avenue Fort
Worth, TX 76116

SURETY:

(Name, legal status and principal place of business)

Lexon Insurance Company
12890 Lebanon Road
Mount Juliet, TN 37122-2870

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: FIVE PERCENT (5%) of Total Amount Bid

PROJECT:

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

Manhole - Sprayed Applied Epoxy Linear Installation Services
North Richland Hills, TX 76180

Project Number, if any: 22-020

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 3rd day of May, 2022

(Witness) BCAC Underground LLC
(Principal) _____ *(Seal)*

(Witness) Benjamin K. Farley
(Title) Lexon Insurance Company
(Surety) _____ *(Seal)*
(Title) Sean McCauley, Jr. Attorney in Fact



POWER OF ATTORNEY

15524

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Sean McCauley, Jr., Claudia Nuñez, Benjamin K. Farley, Sam Duckett, Katie Rooney as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that they are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of May, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-int.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Texas Department of Insurance



Sircon Co. No. 3211

License No. 006082

Certificate of Authority

THIS IS TO CERTIFY THAT

LEXON INSURANCE COMPANY
(a Domestic Stock Casualty company)

AUSTIN, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Liability other than Automobile; Fidelity & Surety; Burglary & Theft
and Reinsurance on all lines authorized to be written on a direct
basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is
revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of
office at Austin, Texas, this

11th day of January A.D. 2013

ELEANOR KITZMAN
COMMISSIONER OF INSURANCE

BY

A handwritten signature in blue ink, appearing to read "Godwin Ohaechesi", written over a horizontal line.

Godwin Ohaechesi, Director
Company Licensing & Registration
Commissioner's Order No. 12-0052

