

CITY OF NORTH RICHLAND HILLS

REQUEST FOR BID

FOR

COLLEGE HILLS GST REHABILITATION

22-025



PREPARED BY

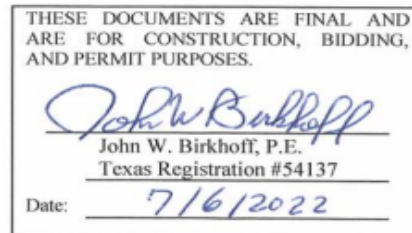
BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

Texas Firm F526

DALLAS, TEXAS

JULY 2022



CITY OF NORTH RICHLAND HILLS
COLLEGE HILLS GST REHABILITATION 22-025

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SECTION I
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INVITATION TO BID

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

- Bid Number 22-025
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: COLLEGE HILLS GST REHABILITATION
- Bid Due Date: Friday, August 19, 2022
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Monday, August 15, 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.

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

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

GENERAL CONDITIONS

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

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 PM, Friday, August 19, 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. PROPOSAL EVALUATION

See "Project Guidelines for Competitive Sealed Proposals" section of contract documents.

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.

Other Insurance Requirements - To Be Included As Applicable

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.

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
_____, 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.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this
_____ Day of _____ 2022.

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires: _____

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: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

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: _____

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

Date

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

CONTRACT CHANGES GRID

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

CONTRACT CHANGES GRID

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

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

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

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

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

SPECIFICATIONS

The Contractor shall refer to “**Section IV-Project Specifications**” for additional project specifications and relevant details.

SECTION II
BIDDING DOCUMENTS

NOTICE TO OFFERERS

UPLOADED OFFERS on forms provided in the bidding document Section I, pages 18 through 24 and the proposal Section II, pages 8 through 26 will be received until 2:00 PM on Friday, August 19, 2022, for furnishing all labor, material, equipment and the performance of all work required for:

COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT

COMPLETED PROPOSAL FORMS and DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The "as read" bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

OFFERERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from **Public Purchase** (see below).

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Scott Kendall, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (<http://www.publicpurchase.com>) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Offeror to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids, to waive any informality in the bids received, and to select a bid best suited to the City of North Richland Hills' best interest.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK includes all work required for removal of existing coating interior and exterior and applying new paint interior and exterior to the 5 Million Gallon Ground Storage Tank along with various tank enhancements and all necessary appurtenances.

CITY OF NORTH RICHLAND HILLS

Scott Kendall
Purchasing Manager

ADVERTISEMENT DATES:

- **JULY 29, 2022**
- **JULY 31, 2022**

SPECIAL INSTRUCTIONS TO OFFERORS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF PROPOSERS:

By signing and returning the Bid Endorsement in Section V of this Request for Proposal, the respondent certifies (a) that their proposal submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that they have not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that they have not solicited or induced any other person, firm, or corporation from proposing; and (d) that they have not sought by collusion to obtain for himself any advantage over any other respondents or over the City of North Richland Hills.

Proposers must submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of North Richland Hills, or a Bid Bond issued by a bonding company satisfactory to the City of North Richland Hills, payable without recourse to the order of the City of North Richland Hills in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Proposer will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

Minimum standards for responsible prospective Proposers are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal The City of North Richland Hills may make such investigations as it deems necessary to determine the ability of the Proposer to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for their purpose.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. PREVAILING WAGE RATES:

Attention is called to the fact that the Contractor must pay labor on the project not less than the general prevailing rates of wages, which have been established for Tarrant County and attached herein for reference.

As stated in the *Texas Government Code*, Title 10, Subtitle F, Chapter 2258, and Subchapter B:

Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed as a public worker for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

5. PRE-BID CONFERENCE:

N/A

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than twenty percent (20%) of the final contract price, will be required on this project.

Bid Bond	REQUIRED with Bid Submission
Payment Bond	REQUIRED at Contract Award
Performance Bond	REQUIRED at Contract Award

SECTION II-4

Special Instructions to Bidders

Two-Year Maintenance Bond REQUIRED at Contract Execution

(Contractor will update 2Year Maintenance Bond with actual costs, and then provide the final Bond to the City at Substantial Completion)

7. POWER OF ATTORNEY:

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.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the "Public Works Design Manual" adopted by the City of North Richland Hills and the "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition (November 2017), except as modified in the Contract Documents. Where a conflict exists between the "Public Works Design Manual" and the "Public Works Construction Standards - North Central Texas", the "Public Works Design Manual" shall govern. Copies of both of these standards are included in the Contract Documents by reference and are made a part thereof. Omission of any section from this project's Contract Documents does not mean that such section is not applicable to this project.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

10. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of proposals each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

11. ADDENDA AND INTERPRETATIONS:

SECTION II-5
Special Instructions to Bidders

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Scott Kendall, Purchasing Manager by 12:00pm (noon) CST on Monday, August 15, 2022. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Scott Kendall, Purchasing Manager in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid form as submitted by the bidder must be so constructed as to include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Scott Kendall, Purchasing Manager or directly through Public Purchase and to be given consideration, must be received by 12:00pm (noon) CST on Monday, August 15, 2022. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

12. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. REQUIRED FORMS TO BE RETURNED WITH PROPOSAL SUBMITTAL

- RFP Response & Evaluation Criteria
- Experience
- Financial
- References
- Work Plan
- Superintendent Resume
- Contractor Statement
- Subcontracting
- Proposal Documents as Follows
 - RFP
 - Proposal Pricing Submission Form (Bid Breakout)
 - Bid Endorsement Page

- Certificate of Insurance
- State Reciprocal Requirements
- Non-Collusion Statement
- Disclosure & Conflict of Interest Statement
- Affidavit of Safety Record
- Bid Bond

14. DEFINITIONS

- Bidder refers to submitter or Proposer
- Vendor refers to Successful Bidder, Proposer or Contractor
- Submittal refers to those documents required to be submitted to the City of North Richland Hills, by a Bidder, Submitter, or Proposer.

FINANCIAL STATEMENT

Condition of Bidder at close of Business month, _____, 20____

	ASSETS	LIABILITIES
--	--------	-------------

1. Cash on Hand	\$ _____	\$ _____
Cash in Bank	\$ _____	\$ _____
Cash Elsewhere	\$ _____	\$ _____
2. Accounts receivable from completed contracts (exclusive of claims not approved for payment)	\$ _____	\$ _____
3. Accounts receivable from other sources than above	\$ _____	\$ _____
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	\$ _____	\$ _____
5. Deposits for bids on other guarantees		\$ _____
6. Notes Receivable Past Due	\$ _____	
Due 90 days	\$ _____	
Due Later	\$ _____	
7. Interest Earned	\$ _____	
8. Real Estate, Business Property, present value	\$ _____	
Other property, present value	\$ _____	\$ _____
9. Stocks and Bonds, Listed on Exchange	\$ _____	\$ _____
Unlisted	\$ _____	\$ _____
10. Equipment, Machinery, Fixtures	\$ _____	\$ _____
Less Depreciation	\$ _____	\$ _____
11. Other Assets	\$ _____	
TOTAL ASSETS	\$ _____	\$ _____

SECTION II-8

Financial Statement / Liabilities and Net Worth

LIABILITIES AND NET WORTH

	ASSETS	LIABILITIES
1. Notes Payable to Banks Regular	\$ _____	
(For Certified Checks)	\$ _____	
Equipment Obligations	\$ _____	
Others	\$ _____	\$ _____
2. Accounts Payable Current	\$ _____	
Past Due	\$ _____	
3. Real Estate Mortgages	\$ _____	\$ _____
4. Other Liabilities		\$ _____
5. Reserves	\$ _____	
6. Capital Stock Paid Up		
Common	\$ _____	
Preferred	\$ _____	
7. Surplus	\$ _____	
TOTAL LIABILITIES	\$ _____	\$ _____

SECTION II-9

EXPERIENCE RECORD

List of Projects your Organization is now engaged in completing:

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner

List of Surety Bonds in Force on above Uncompleted Work:

Date of Contract Award	Type of Bond	Amount of Bond ¹	Name and Address of Surety

List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

PROJECT GUIDELINES FOR SEALED COMPETITIVE PROPOSALS

REQUEST FOR SEALED COMPETITIVE PROPOSALS (SCP) FOR COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT RFP# 22-025

The City of North Richland Hills (City) is requesting Sealed Competitive Proposals for the COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT as outlined in this request based on the best value to the City of North Richland Hills. The City reserves the right to award one contract for some or all the requirements proposed, or to reject any and all Proposers and re-solicit for Proposals, as deemed to be in the best interest of the City.

PROJECT PROCUREMENT METHOD

The procurement method, "Sealed Competitive Proposal", is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with a contractor to provide. The City shall select the contractors who submit the proposals that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractors' subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected contractors. The City may discuss with the contractors options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected contractor(s), the City shall, formally and in writing, end negotiations with that contractor and proceed to the next contractor in the order of the ranking until a contract agreement is reached or all proposals are rejected. The City reserves the right to award one contract for some or all of the requirements or multiple contracts to different Contractors.

EVALUATION CRITERIA

EVALUATION AND SELECTION PROCESS	Min Pts.	Max Pts.
Proposals will be evaluated by a selection committee based on the following criteria:		
Unit cost of work as described in bid items 1-23	0	60
Contractor's comparable project experience	0	15
Quality of references for similar projects	0	10
Proposers financial stability	0	3
Proposers percentage of self-performing tasks	0	2
Team structure, work approach and delivery schedule	0	10

Following the review and evaluation of all CSP submittals, a **Selection Meeting** will be held to select contractors. The selection committee will present their ranking based on the published criteria above, selection and justification at the selection meeting. The selection meeting will result in the selection of two proposals or an appropriate short list of proposals. An interview may also be requested to aid in the selection of the contractors. However, interviews may not be necessary.

The City shall select the contractors who submit the proposals that offers the best value for the City. Unsuccessful contractors will be notified in writing as soon as possible.

COMPLIANCE

The Awarded contractors and any subcontractors doing work for these contracts will be required to obtain registration with the City's Planning and Inspections Division located on the first floor of City Hall (no associated fees required). The general contractor will be required to obtain a general permit along with any required specialty permits, also with the City's Planning and Inspection Division. However, all permit fees will be waived. Permitting will be required and coordinated by the contractor. The contractor will be responsible for scheduling all inspections required by the permit. All laborers and mechanics employed by the contractor and its subcontractors in performance of this construction work shall be paid wages at rates as may be required by law.

The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction, effective January 3, 2014 <http://www.wdol.gov/wdol/scafiles/davisbacon/TX49.dvd>.

PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the North Richland Hills Purchasing Department by 2:00PM (CST) Friday, August 19, 2022, and must be addressed as follows:

Electronically at:

<https://www.publicpurchase.com/gems/northrichlandhills.tx/buyer/public/home>

This is the only method accepted. For assistance please contact Scott Kendall at 817-427-6165

Proposals must include all pages of the proposal form as found in this CSP. Proposals must include a proposal price on the form provided. Any price request not filled out could be subject to rejection as being presented incomplete. The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

Each proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond, payable to the City of North Richland Hills, in the amount not less than five percent (5%) of the total bid amount. **The successful contractor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount for each individual project over \$50,000.** Worker's Compensation, Comprehensive General Liability and Transportation insurance and insurance certificates shall be provided by the successful supplier.

PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL:

BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP # 22-025 and all addenda and herewith forming part of this proposal submission and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices set forth in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFP;

And have submitted our proposal at rates that include all labor, materials, overhead and profit to comply with the RFP requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFP and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is all respects fair and without collusion or fraud;

And if our proposal submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFP in all respects. We further acknowledge that we have received Addendum/ Addenda No. ___ to ___ inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFP at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our proposal for the prices stated on the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name		
Address: Street & Number		
Address: City, Province, Postal Code		
Telephone & Fax Numbers	Tel:	Fax:
E-mail Address		
Name of Signing Officer / Title	Name:	Title:
Signature of Signing Officer <i>I have authority to bind the company</i>		
Date Signed		

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM EVALUATION CRITERIA RESPONSE:

Unit cost of work as described in bid items 1-25	(This will be shown on the bid form, and allows for the maximum number of points in proposal evaluation)
Contractor's comparable project experience	The City is interested in the Contractor's history and successful completion of similar projects utilizing legal municipal procurement methods. (Fill out form on next pages)
Quality of references for similar projects (<u>Persons to contact on your company's behalf that you have done business with</u>)	Quality of reference refers to accuracy of facts about reference, name of project, Project Manager's title and organization, contact information, reference's response and similarity to this project. (Fill out form on next pages)
Proposer's financial stability	The City is interested in the Proposer's legal entity and ownership, and financial viability, stability, and business size. Any or all points allocated to this consideration item will be awarded on the basis of the Proposer's comparative financial status.
Proposer's percentage of self- performing tasks	This represents the percentage of work for COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT by the proposer's firm. This does not include any work that is subcontracted. % of work performed by proposer firm
Team structure, work approach and delivery schedule	The City is interested in contractor's management, reporting, and administrative structures and methods required to successfully complete the work, and reasonably supported ability to meet or beat the specified construction schedule (Fill out forms on next pages)
Is the proposer on debarment or suspension lists?	Yes or No (Please circle the correct response)

Please provide the following information in the sequence and format prescribed by this response section. The response may be submitted in a 3-ring binder, stapled, or paper clamped.

1.0 FIRM INFORMATION (General Information)

Contractor: _____

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other
☐ Corporation ☐ Joint Venture

Name: _____ Title: _____

Address: _____

City, State & Zip: _____

Phone: _____ Email Address: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

_____ Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as Industrial Painting Contractor: _____ Years_

_____ Months

Claims and Suits (If the answer to any of the questions is yes, please attach details, on separate sheet of paper):

Has your organization ever failed to complete any work awarded to it? ☐ Yes ☐ No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? ☐ Yes ☐ No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? ☐ Yes ☐ No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? ☐ Yes ☐ No

2.0 EXPERIENCE

List the firm's projects over the last 5-years of Ground Storage Reservoirs of capacity larger than 1,000,000 gallons of all steel construction, include rehabilitation work included for each project. For each project provide the name, location, size of reservoir, cost, commencement date, substantial completion date, and reference contract and email. A minimum of five (5) reservoirs are required in this time period. Additional projects, including elevated storage, can be included. Percent of work completed by Proposer's own crews to be stated.

3.0 FINANCIAL

3.1 Attach a financial statement, including your organization's latest balance sheet and income statements showing the following items:

- Current assets (e.g., cash, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

3.2 Provide name, address, and phone for bank reference.

3.3 Surety: Name of bonding company, name and address of agent. Performance and Payment bonds for 100% of the amount of the gross maximum project ("GMP") will be required upon approval of said. Proof of ability to bond will be required prior to selection.

4.0 SAFETY AFFIDAVIT

Contractor shall complete and include Safety Affidavit.

5.0 REFERENCES

Provide at least five (5) client references for projects similar in size, scope and cost. Please provide name of agency/business, contact name, contact phone number, and contact e-mail address.

6.0 WORK PLAN

Provide a work plan that reflects the Proposer's understanding of the project. Include time line or each phase of the work.

7.0 RESUME

Provide resume of the Superintendent that will be assigned to this project. This person will not be allowed to be replaced without prior approval by the City.

8.0 CONTRACTOR STATEMENT

Contractor shall include a statement of why they are superior to the field of industrial painters.

9.0 SUB-CONTRACTING

Seventy-Five percent of work under this Proposal shall be completed by the Prime Contractor submitting this project.

Percent Work to be completed by Prime %

Dollar Amount of Work to be completed by Prime \$

Type of work to be completed by Prime:

Type of work to be completed by Sub-Contractor:

<u>Type of Work</u>	<u>Sub-Contractors' Name</u>
_____	_____
_____	_____
_____	_____
_____	_____

10.0 EVALUATION PROCESS AND SELECTION CRITERIA

Proposals will be reviewed by an evaluation team for the purpose of identifying and recommending the most qualified candidate.

Additionally, each response will be reviewed to determine if it is complete by each reviewer of the selection committee. Should one reviewer find the submittal unresponsive, the submittal will not qualify for further evaluation. Consequently, the City of North Richland Hills reserves the right to eliminate any response which is deemed to be substantially or materially unresponsive to the requests for information contained in their section. The intent of this format is fairness and consistency in review for all those that participate. Proposals will be evaluated with respect to the content of the submittal and substantiating evidence presented therein, and not on the basis of what is inferred.

RFP responses shall remain confidential until the contract has successfully been awarded.

Receipt of responses does not bind the City to any contract for said services. The City reserves the right to reject all proposals, waive informalities, reject nonconforming or conditional responses, and accept the one which, in its judgment, is in the best interest of the City of North Richland Hills.

The City will give prime consideration to the contractor with significant and current experience similar to the services requested in this section. The City reserves the right to negotiate with any qualified respondent (in accordance with the Texas Local Government Code) and shall not be obligated to enter into any contract with a contractor on any terms and conditions.

**PROPOSAL
TO
CITY OF NORTH RICHLAND HILLS FOR
COLLEGE HILLS GST REHABILITATION**

DATE: _____

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Notice to Bidders, Contract Agreement, General Conditions, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work. The undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and other items incidental to construction that may be necessary to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute a contract and bonds (where required), according to the accompanying forms, for performing and completing the said work within the time stated, and maintaining same as required by the detailed specifications for the prices stated on the following forms.

It is understood and agreed to commence work within ten (10) days after the date written notice to do so shall have been given to him and to complete the work on which he has bid by

_____, **2022**, as provided in the General Conditions of the contract.

Accompanying this proposal is a (Certified or Cashier's Check payable to the Owner) (Bid Bond) in the amount of _____ Dollars (\$_____).

The bidder agrees that this check or bond will be held by the City as security until a contract is awarded or all bids rejected. The City will be allowed sixty (60) days from date of bid opening to make this decision. In case award is not made on this proposal, the security check or bid bond will be returned to the undersigned bidder.

It is understood that the Owner reserves the right to reject any and all bids.

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	<div>For Preparing, Submitting & Having City Accept Interior, Exterior & Site Restoration Plan of Work (Limited to 0.5% of Total Bid)</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Lump Sum</div>		
2	1	L.S.	<div>For Furnishing, Installing, Maintaining & Removing Full Containment System with Roof Containment</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Lump Sum</div>		
3	1	L.S.	<div>For the Exterior Blasting of Reservoir and Appurtenances, including Disposal of Spent Media</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Lump Sum</div>		
4	1	L.S.	<div>For Exterior Coating System for Reservoir and Appurtenances</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Lump Sum</div>		
5	1	Ea.	<div>For Exterior Logo (Words & Graphics)</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Each</div>		
6	1	L.S.	<div>For Interior Dehumidification of System for Reservoir</div> <div>complete in place, the sum of _____</div> <div>_____ Dollars</div> <div>and _____</div> <div>Cents per Lump Sum</div>		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
7	1	L.S.	For the Interior Blasting of Reservoir and Appurtenances, including Disposal of Spent Media complete in place, the sum of _____		
			_____ Dollars		
			and _____ Cents per Lump Sum		
8	1	L.S.	For the Interior Coating of Reservoir and Appurtenances complete in place, the sum of _____		
			_____ Dollars		
			and _____ Cents per Lump Sum		
9	18	Hrs.	For Remedial Welding by a Certified Welder & Support Personnel along with Equipment & Materials, as Authorized in Writing by the City complete in place, the sum of _____		
			_____ Dollars		
			and _____ Cents per Hour		
10	1	Ea.	Removal and Disposal of Existing Interior Ladder and Appurtenances, and Furnishing and Installing Interior Ladder complete in place, the sum of _____		
			_____ Dollars		
			and _____ Cents per Each		
11	1	Ea.	Removal and Disposal of Existing Exterior Ladder and Appurtenances and Furnishing and Installing Exterior Ladder and Pre-engineered Aluminum Ladder Gate complete in place, the sum of _____		
			_____ Dollars		
			and _____ Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
12	1	L.S.	Furnish & Install Fall Protection System on Two Ladders, including Prowls, Belts & Lanyards complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Lump Sum		
13	24	Ea.	Furnish & Install Conduit Hangars on Exterior of Reservoir complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
14	1	L.S.	For Patching 4-Inch Pipe Outlet in Steel Plate near Ground Level complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Lump Sum		
15	1	Ea.	Furnishing & Installing Tank Level Indicator Target System complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
16	1	Ea.	Furnish & Install Sample Port complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
17	1	Ea.	For Furnishing & Installing 36-Inch Square Aluminum Roof Access Hatch Cover, and 4-Inch Steel Curb Adjacent to Ladder complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
18	1	Ea.	For Furnishing & Installing 36-Inch Square Aluminum Roof Access Hatch Cover, 4-Inch Steel Curb and Steel Roof Plate Replacement at Supplemental Hatch complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
19	2	Ea.	For Furnishing & Installing Safety Handrail on Roof of Reservoir at Primary and Supplemental Hatch complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
20	1	Ea.	For Removing & Replacing Existing 18-Inch Reservoir Vent with Access Port and Vent complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
21	550	S.F.	For Furnishing & Welding 1/4-inch Steel Plate, if Required and Approved by the City for Patching Floor Plate complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Square Foot		
22	550	S.F.	For Furnishing & Welding 1/4-inch Steel Plate, if Required and Approved by the City for Patching Roof Plate complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Square Foot		
TOTAL AMOUNT BID (Items 1 Through 22)					

ADDITIVE ALTERNATE BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
201	3	Ea.	Prepare and Paint Steel Doors and Steel Frames at the Onsite Pump Station complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
202	1	L.S.	Furnishing & Placing Reinforced Concrete Flume Along Fence Line complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Lump Sum		
203	2	Ea.	For Construction of Reinforced Concrete Pads at Well Head complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
204	12	Ea.	Furnishing & Placing Reinforced Concrete Valve Stack Pad complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Each		
TOTAL AMOUNT BID (Items 201 through 204)					

SECTION III

CONTRACTUAL DOCUMENTS

CONSTRUCTION AGREEMENT

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

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

- I. The parties agree that the contract documents shall consist of the following:
 1. This signed Construction Agreement;
 2. General Conditions;
 3. The Specifications of Bid #;22-025
 4. The Plans/Drawings of Bid #;22-025
 5. The following listed and numbered addenda: None;
 6. Payment Bond;
 7. Performance Bond;
 8. The Contractor's Proposal;
 9. 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.

THE WORKS

- II. Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the construction of **College Hills Ground Storage Tank Rehabilitation Project**, RFP 22-025.

TIME OF COMMENCEMENT; COMPLETION

- III. Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed. Contractor agrees that all work for painting and placing Reservoir into service, hereunder shall be complete within 111 calendar days from Notice to Proceed which will be the date of Substantial Completion. The date of Substantial Completion will be March 3, 2023. All site work shall be completed by April 28, 2023. Liquidated damages will be assessed for painting beyond the completion date of March 3, 2023 for painting and placing Reservoir into service and beyond completion date of April 28, 2023 for the site work.

CONTRACT SUM

- IV. The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of **XXX THOUSAND X HUNDRED AND XXX DOLLARS (\$xxxx)**. Payment will be due upon completion of work and acceptance of the work by the City.

CHOICE OF LAW; VENUE

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

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFP 22-025, 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.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

- VII. 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.

EFFECTIVE DATE

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

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

CITY OF NORTH RICHLAND HILLS:

By: _____

Mark Hindman

City Manager

Date: _____

ATTEST:

By: _____

Alicia Richardson

City Secretary

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Maleshia B. McGinnis, City Attorney

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum _____ DOLLARS AND _____ CENTS (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

COLLEGE HILLS GROUND STORAGE TANK REHABILITATION

Dated as of _____, 2022

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation.

In the event that the Principal is declared in default under the said Contract by Owner, the Surety will within fifteen (15) days of Owner's declaration of such default take all action necessary to take over the project from Contractor and assume completion of said Contract. The Surety shall become entitled to the payment of the balance of the Contract Price upon the Surety's faithful performance of its obligations under this bond.

The Surety agrees to pay to Owner, upon demand, all loss and expense, including reasonable attorney's fees, incurred by Owner by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum DOLLARS AND _____ CENTS (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

COLLEGE HILLS GROUND STORAGE TANK REHABILITATION
Dated as of _____, 2022

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases to the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF TARRANT

§ KNOW ALL MEN BY THESE PRESENTS:
§

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum of DOLLARS AND /100 CENTS (\$) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

COLLEGE HILLS GROUND STORAGE TANK REHABILITATION

Dated as of _____, 2022

The maintenance under this Bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said Contractor in construction of same, or account of any defect arising in any of said work laid or constructed by said Contractor or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said Contractor, then this obligation shall be void; otherwise, to

remain in full force and effect; and in case said Contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said Contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
Power of Attorney must be attached.
Amount and Term of Maintenance Bond shall be as stated in the
"Special Conditions".

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF NORTH RICHLAND HILLS

RE: **COLLEGE HILLS GST REHABILITATION PROJECT**

This is to certify that _____, by acceptance
(NAME OF CONTRACTOR)
of this final payment, hereby releases the OWNER, the City of North Richland Hills, from all claims and all liabilities of the City of North Richland Hills for all things done or furnished in connection with work on this project and further releases the City of North Richland Hills from any and all liabilities arising from any act of the OWNER or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this contract or the bond tendered pursuant thereto.

(NAME OF CORPORATION)

(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of
_____, 20 ____.

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (hereinafter referred to as "Affiant"), who, (NAME)

after being by me duly sworn, deposes and says that he/she is the _____ (TITLE)
_____ of _____ (NAME OF COMPANY) (a

corporation, partnership, trade name) of _____ County, State of
("X" OUT THE INCORRECT)

_____ Texas (hereinafter referred to as "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____, 2020, for the construction of the **COLLEGE HILLS GST REHABILITATION PROJECT**

(hereinafter referred to as the "Work"), for a total consideration of and XX/100 Dollars (\$ XXX,XXX.00) to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF NORTH RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Texas Government Code, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of and ____/100 Dollars (\$_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract resulting in a total revised contract amount Of and ____/100 Dollars (\$ _____), and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act of negligence of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code, as amended, and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated an any way from making this affidavit.

WITNESS my hand this the ____ day of _____, 20__.

(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the ____ day of _____, 20 ____.

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

LIQUIDATED DAMAGES ASSESSMENT

PROJECT DESCRIPTION:

Project No. 22-025
Project Description: College Hills Ground Storage Repaint
Start Date: 11/11/2022
Anticipated Date of Completion: April 1, 2023
Amount of the Project: \$1,400,000.00

Summary

The total daily liquidated damages incurred for the College Hills Ground Storage Repaint project is calculated to be \$2,049.00/day.

Background

This letter services to provide justification for the liquidated damages amount as listed in the contract documents. The calculations are based primarily upon the cost of services provided daily by the City to manage the construction phase of the project on a part time basis.

Analysis

The contract needs to identify potential losses and liquidated damages for each additional day that the contractor exceeds the deadline to complete the project. Calculations for additional part time inspection shown on the subsequent page are based upon generic municipal salary and multiplier rates as well as 2020 IRS Mileage Rates. If the contractor exceeds contract days, the City could experience an additional loss in water revenue.

Using this data and approximated hours for each person associated with the project, and the potential for water revenue loss, the following liquidated damage amounts are recommended to be used for this project is \$2,049.00/day.

BIRKHOFF, HENDRICKS & CARTER, LLP
John Birkhoff, P.E.
Texas Registration #54137

ACCEPTED AND AGREED:

The parties agree that the liquidated damages calculated herein for the project listed above is a fair and reasonable estimate of the damages the Owner will sustain each day by the failure of the Contractor to complete the work on time. This calculation of estimated daily rate for liquidated damages is not to be construed as a penalty in any way. This calculation shall be incorporated into the Agreement.

ACCEPTED AND AGREED:

Owner/City of North Richland Hills:

By: _____
Caroline Waggoner
Director of Public Works
Date: _____

Contractor:

By: _____
Name: _____
Title: _____
Date: _____

SECTION IV

SPECIFICATION DOCUMENTS

CITY OF NORTH RICHLAND HILLS
SPECIAL PROVISIONS
TO THE
NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION

GENERAL PROVISIONS
(Current for the 4th Edition, dated October 2004, with Latest Amendments)

PART 1: GENERAL PROVISIONS - DIVISION 1, CITY CONSTRUCTION CONTRACTS

The General Provisions of the North Central Texas Standard Specifications are the General Provisions for this contract and shall be modified and clarified by the addition to the following requirements to the various items. Except when specifically stated, none of the requirements of the General Provisions shall be deleted. Item numbers with a plus (+) sign indicates items added to the Standard Specifications. Where NCTCOG Specifications are updated or item numbers between these Special Provisions and the NCTCOG General Provisions do not agree, the title or intent of the subject heading shall control.

ITEM 102.11 REJECTION OF PROPOSALS

Change the second sentence of Item 102.11 to read: "Proposal may be rejected for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 102.12 DISQUALIFICATION OF BIDDERS

Change the first sentence of Item 102.12 to read, "Bidders may be disqualified and their proposal not considered for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 103.2 AWARD OF CONTRACT

Substitute the following:

The Owner intends to issue a purchase order for this project within sixty (60) days after the date of opening bids on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The Contractor or Contractors shall complete execution of the required Bonds and Contract within ten (10) days of such notice.

Contractor's Certificate of Insurance shall be submitted as part of the bid package.

Within two (2) working days after the bid opening, the low bidder shall submit such evidence as the Owner may require establishing the bidder's qualifications to satisfactorily perform the work included in this project. The minimum information required shall include but may not be limited to the following:

- (1) Current Financial Statement (Balance Sheet and Income Statement).
- (2) List of projects that have been satisfactorily completed by the Bidder that are of the same general type as included in this contract, together with names, addresses and phone numbers or persons familiar with this work.
- (3) Other information that may be pertinent to the Bidder's Qualifications.

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

ITEM 103.4.5.3 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Add the following:

- (5) "Should any person sustain bodily injury or property damage within the limits of this project, the Contractor or his insurance agent shall investigate and report immediately his findings in writing to the Owner. The Owner, in his sole discretion, may elect at any time to file for coverage directly under the Owner's and Contractor's Protective Liability Policy."

ITEM 103.6 NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Change the second and third sentences of 103.6 to read: "The Owner will notify the successful bidder, in writing, within thirty (30) days after the date of opening bids, of the acceptance of the proposal. The Contractor or Contractors shall complete execution of the required Bonds and Contract within ten (10) days of such notice."

ITEM 105.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete this section in its entirety and substitute therefore Section SC.41 - SHOP DRAWINGS & ENGINEERING DATA in the Special Conditions.

ITEM 105.4 CONSTRUCTION STAKES

Delete in its entirety and substitute therefore the following:

The City will furnish and set control points for this project as shown on the plans. Establishment of the aforementioned control points by the Owner shall in no way release the Contractor of the responsibility of the correctness of the control points or the responsibility for checking to ensure that the work is constructed to the lines and grades as shown on the plans.

The control points set by the City will be set sufficiently in advance of the work to avoid delays. The Contractor will be held responsible for the preservation of all control points, and if, in the opinion of the City, any of the control points have been carelessly or willfully disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.

The Contractor shall furnish additional stakes and other materials and templates necessary for making and maintaining points and lines, including layout stakes, line and grade stakes for grading, paving, culverts, bridges, structures and appurtenances.

The City will perform such checking of the Contractor's stakes as considered necessary by the City. Such checking by the City will in no way release the Contractor of his responsibility for the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

ITEM 106.5+ 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 or flushing. The City shall provide water for testing as required at the expense of the City, unless the proposed facility fails pressure tests.

Any party requesting the use of a temporary meter on a fire hydrant in the City shall execute an agreement with the City and shall deposit with the City the amount required by ordinance. Such deposit shall be returned upon payment of all charges for water use, and upon return of the meter, fittings, and wrench in their original condition.

Stationary meters shall be locked to fire hydrants at all times. Installation, set up and service fees shall be in the amounts established by ordinance.

It shall be unlawful for any person to open or close any fire hydrant used to obtain water for any purpose with any tool or device other than a standard accepted fire hydrant wrench, which can be supplied by the City.

All stationary fire hydrant meters shall be read monthly at their location in the field. All mobile fire hydrant meters are to be brought to the North Richland Hills Utility Meter Department, North Richland Hills, Texas, between the 1st and 10th of each month to be read.

Representatives of the North Richland Hills Utility Meter Department shall read temporary fire hydrant meters monthly, and bills rendered at the current rates for all consumption. Customers using such meters shall comply with the written procedures implemented by the Director of Public Works with regard to making the meters available to be read by representatives of the North Richland Hills Water Department. It shall be unlawful for any person to fail to make such meter available to be read by representatives of the North Richland Hills Utility Meter Department, as required by written procedures issued by the Director of Public Works.

Upon conviction of violation of the above requirements punishment shall be by fine not to exceed Two Hundred Dollars (\$200.00). Each day on which a violation exists shall constitute a separate offense.

ITEM 107.2 INDEMNIFICATION

Delete Item 107.2 in its entirety and substitute therefore the following:

The Contractor and his sureties shall indemnify, defend and save harmless the OWNER and all of its officers, agents and employees, ENGINEER and all of its officers and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person, persons or property on account of the operations of the Contractor, his agents, employees or subcontractors; or on account of any negligent act, omission or fault of the Contractor, his agents, employees or subcontractors in the execution of said contract; or on account of the failure of the Contractor to provide the necessary safety devices; and shall be required to pay any judgment, with cost, which may be obtained against the Owner or Engineer growing out of such injury, including death or damage.

ITEM 107.14 STATE AND LOCAL SALES AND USE TAXES

Delete in its entirety and substitute therefore the following:

Recent legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property, which will be incorporated into and become part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one, which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for

materials, which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials, which are to be incorporated into the project. Bid items that contain non-taxable materials are identified in the Bid Schedule for this project. The successful bidder will be required to complete a Contract Form provided by the Owner identifying and separating non-taxable materials from the labor and taxable materials that are not incorporated into the finished project. The completed contract form will be used to develop the "separated contract" and will determine the extent of the tax exemption.

ITEM 108.2 PROSECUTION OF THE WORK

Add the following to the end of the first paragraph: "regardless of the expected completion date set forth in the Contract Documents."

Delete the third paragraph in its entirety.

ITEM 108.14+ ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A. Section 1, et seq, (1973).

**CITY OF NORTH RICHLAND HILLS
COLLEGE HILLS 5MG GROUND STORAGE RESERVOIR REHABILITATION**

**INDEX
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**CITY OF NORTH RICHLAND HILLS
COLLEGE HILLS 5MG GROUND STORAGE RESERVOIR REHABILITATION**

SPECIAL CONDITIONS

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

SC.02 ENGINEER

The word "Engineer" in these specifications shall be understood as referring to Birkhoff, Hendricks & Carter, Professional Engineers, 11910 Greenville Ave., Suite 600, Dallas, Texas, 75243 Engineer of the Owner, or such other representatives as may be authorized by said Owner to act in any particular position.

SC.03 LOCATION OF PROJECT

This project is located in the City of North Richland Hills, Tarrant County, Texas. A map showing the work area is included in the plans.

SC.04 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all necessary materials, machinery, equipment, superintendence, and performing all work required for the rehabilitation of the College Hills 5MG Ground Storage Reservoir Enhancements together with all necessary appurtenances.

SC.05 FORMS, PLANS & SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be downloaded from www.publicpurchase.com.

SC.06 TIME AND ORDER OF COMPLETION

All items of work include under this contract shall be completed by April 15, 2022. The Contractor, which time shall commence on the tenth (10th) day after the issuance of the work order. The work order shall consist of a written request by the Engineer from the Contractor to proceed with the construction of the project.

**SC.07 QUALIFICATION OF BIDDER AND
AWARD OF CONTRACT**

It is the intention of the Owner to award a contract for the work included in this project on the basis of the

lowest responsible bid submitted by a qualified bidder, as determined by the Owner.

Prior to award of the contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a list of equipment available for this project, (3) a list of projects that have been satisfactorily completed by the bidder that are of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (4) other information that may be pertinent to the bidder's qualifications.

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

SC.08 DELETED

**SC.09 LIQUIDATED DAMAGES FOR DELAY
BY CONTRACTOR**

The Contractor understands and agrees that time is of the essence of this contract and that for each day of delay beyond the date agreed upon for the completion of all items of work herein specified and contracted for (after due allowance of such extension of time as is provided for in the General Conditions of Agreement), the Owner may withhold permanently from the Contractor's total compensation the sum of Two Hundred Forty Dollars (\$240.00) per calendar day as stipulated damages for such delay.

**SC.10 COPIES OF PLANS AND
SPECIFICATIONS FURNISHED**

Five (5) sets of plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at a cost of \$50.00.

SC.11 STATE AND CITY SALES TAXES

Recent legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property which will be incorporated into and become part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a "seller" of those materials which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Non-Taxable materials are designated as such in each bid item. All other items are labor and taxable material.

SC.12 REFERENCED SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.13 TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purposes whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some

other thing, in the opinion of judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.14 PERMITS AND RIGHT-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of work, unless otherwise specified herein.

SC.15 PROPERTY LINES & MONUMENTS

The Contractor shall protect all property and right-of-way corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.16 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures and service lines. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of such work, provisions for which are not made in the plans and proposal, in which case the provisions in these specification for extra work shall apply.

SC.17 EXISTING UTILITIES & SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. The Contractor shall contact the utility company and Dig Tess prior to construction near their services. Contractor shall have all utilities marked prior to excavation. Contractor shall have all utilities for construction by other than open cut pot holed prior to commencing that portion of the work.

SC.18 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs to their property that may be made necessary by the performance of this contract.

SC.19 FENCES, DRAINAGE CHANNELS AND CROP DAMAGE

Boundary fences or other improvements removed to permit this construction shall be replaced in the same location and left in a condition as good as or better than that in which they were found. No separate pay item has been established for fence removal and replacement. All work and materials required to remove and replace existing fences shall be considered subsidiary to the appropriate bid items.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

In locations where the work site is in or adjacent to fields containing crops, the Contractor shall reimburse the Owner of said crops for all damages thereto as a result of activities of the Contractor, except crops which lie within the permanent or construction easement.

SC.20 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of his contract.

SC.21 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable and shall remove same from any portion of the job site as construction of that portion is completed. No item of work will be considered complete for payment purposes until required cleanup has been performed.

Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.22 GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of the work.

SC.23 TESTING AND QUALITY CONTROL

A. Testing Materials

Testing of work performed and materials furnished shall be done by a commercial laboratory employed by the Contractor. The Contractor shall use only materials in the work which meet the requirements of the specifications. The Contractor will employ the services of an Engineering Testing Laboratory (such lab acceptable to the City) to make inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected. The Contractor's lab shall establish the rolling pattern. Test reports and results shall immediately be provided to the Contractor and to the City.

B. Quality Control

During the construction, the Owner may retain an Engineering Testing Laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications. This quality control service does not relieve the contractor of his responsibility with regard to constructing the work in accordance with the contract. If the Contractor fails to meet specified conditions, by the second test, further tests to demonstrate compliance with the contract shall be at the expense of the Contractor. Such additional cost shall be deducted from Contractor's Pay Request.

The contractor shall give the on-site representative of the owner sufficient notice of his intention to blast and paint the adequate quality control of construction materials and workmanship.

C. Testing and Quality Control Services

Testing and Quality Control Services shall include but are not limited to the following:

- 1) Air Testing
- 2) Blast Inspection
- 3) Welding Inspection
- 4) Paint Inspection

SC.24 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

SC.25 USE OF EXPLOSIVES

Use of explosives will not be allowed on this project.

SC.26 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in or adjacent to any street, alley or public place the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a reflective color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light

at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it and whenever evidence is found of such damage the Contractor shall immediately remove the damage portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

SC.27 DISPOSAL OF WASTE & SURPLUS EXCAVATION

All trees, stumps, slashings, brush, other debris or deleterious material generated as a part of this work, shall be removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Owner, it can be neatly spread over the adjacent area.

SC.28 WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for testing, mixing of concrete, sprinkling, flushing, flooding, or jetting. The Contractor shall provide water as required at his own expense. Fire hydrant meters may be obtained from the City upon receipt of the required deposit.

SC.29 INSPECTION

The word "Inspection", or other forms of the word, as used in the contract documents for this project shall be understood as meaning the Owner's agent will observe the construction on behalf of the Owner. The Owner's agent will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

SC.30 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.31 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of the Work subcontracted.

SC.32 CONNECTIONS TO EXISTING FACILITIES

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock if necessary) to complete connections in the minimum time. Operations of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the Owner.

SC.33 CONSTRUCTION SCHEDULE AND PROJECTION OF PAYMENTS

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications. Schedules shall be updated monthly and submitted with monthly pay request.

SC.34 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

SC.35 PARTIAL PAYMENTS

Item 1.51 of the General Provisions of Agreement (NCTCOG) shall be revised with the addition to the following:

On projects where the contract price, at the time of execution, is greater than \$400,000, the Owner shall retain 5% of the amount due the Contractor until final payment, or the Owner may retain 10% of the amount due the Contractor until final payment with the retainage above 5% deposited in an interest bearing account and interest earned on such 5% retained funds shall be paid to the Contractor upon completion of the contract.

SC.36 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Owner, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

SC.37 PROTECTION OF TREES

The Contractor shall make every reasonable effort to protect all trees along the project right-of-way. When crossing private property no tree outside of the permanent right-of-way of the project shall be removed or have limbs trimmed without the approval of the Owner. Clipping or sawing of branches shall

be done neatly by an approved method to prevent splitting or tearing of the wood. Pruning paint shall be applied to the newly cut branches. Minor adjustments in alignment will be allowed to protect trees.

SC.38 ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract, which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).

SC.39 CONSTRUCTION DATA

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to him for Owner upon completion of the work.

SC.40 SHOP DRAWINGS & ENGINEERING DATA

Engineering data covering all equipment and fabricated materials to be furnished under this contract that shall be permanently incorporated to the project shall be submitted to Engineer for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Concrete mix designs shall be submitted for review.

All submittals regardless of origin, shall be stamped with the approval of Contractor and identified with the name of this contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

Contractor's stamp of approval is a representation to Owner and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with requirements of the work and Contract Documents.

All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be required as a result of the deviation) and all required piping and wiring diagrams.

Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer are accounted for.

Electronic copy of each Drawing in PDF format shall be submitted to Engineer. Engineer will not accept submittals from anyone but Contractor.

When the drawings and data are returned marked REJECTED or REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by Engineer resubmitted in electronic PDF format.

When corrected submittal is resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions.

It will be Contractor's responsibility to schedule the submission of submittals so as not to impede the scheduled construction activities or affect the completion date.

Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of Engineer to return any submittal within 30-days after its receipt in Engineer's office.

The Engineer's review of drawings and data submitted by Contractor will cover general conformity to the Drawings and Specifications, external connections and dimensions that affect the layout. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or items shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, or responsibility for compliance with the Contract Documents.

Contractor shall submit shop drawings electronically on a maximum page size of 11-inch x 17-inch, legible copies from original.

SC.41 LINES AND GRADES

The Owner had the Engineer establish the horizontal control points and benchmarks as shown on the Plans. The Contractor shall give the Owner and Engineer at least three (3) working days notice prior to the need for establishment of additional control points and benchmarks. Establishment of the horizontal control and benchmarks by the Owner shall in no way relieve the Contractor of the responsibility of constructing the work in accordance with the alignment and grade as shown on the Plans.

The Contractor will be responsible for all field and construction staking. Any work performed without being properly located may be ordered removed and replaced at the Contractor's expense.

The cost of replacing any stakes or property monuments, which were disturbed by the Contractor, shall be charged against the Contractor and deducted from the payment for the work.

SC.42 OVERTIME WORK

No work shall be scheduled between 6:00 p.m. and 7:00 a.m. or on Saturdays, Sundays, or legal City holidays without permission of Owner. Should Contractor desire to work on these days, he shall contact the Owner, in writing, for approval at least 48 hours in advance. However, emergency work may be done without prior permission.

SC.43 DUST CONTROL

Contractor shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to creating dust shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Machinery, motors, instrument panels, or similar equipment, shall be protected by suitable dust screens with proper ventilation included.

SC.44 POLLUTION CONTROL

Contractor shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

SC.45 DESCRIPTION OF PROPOSAL ITEMS

Bid Item 1: Prepare, Submit & Have City Accept Work Plan (Limited to 0.5% of Total Bid): This item consists of preparing and submitting a work plan that will be accepted by the City and followed through the duration of the project. Per the Technical Specifications, 13 items are to be included in the plan. The Lump Sum (L.S.) price includes all labor, materials and equipment necessary to prepare the plan, submit the plan and revise the plan. Maximum amount of the item shall be One/half percent (0.5%) of the total amount bid upon approval of plan by the City.

Bid Item 2: Full Containment System with Roof Containment: This item consists of furnishing, installing, maintaining and removal of a full containment system (with Roof Containment) during the exterior blasting and painting process along with containment socks for interior blasting and painting (no chimney effect from inside work). The system shall include new tarps and meet all requirements of the TCEQ air quality standards.

Payment shall be made on a Lump Sum (L.S) basis and will be paid in two parts: Part one when the containment system is installed and operational, a payment of 25% of the Lump Sum (L.S.) amount will be paid. Part two payment is for the remainder of time and will be on a percent complete of the exterior blast and coating. The Lump Sum (L.S.) price includes all labor, materials, attachments and equipment necessary for the containment system. No additional payments will be made for repairs and modifications required during construction or for any damages related to the containment system.

Bid Item 3: Exterior Blasting of the Reservoir & Appurtenances, including Disposal of Spent Media: This item consists of abrasive blasting the exterior steel surfaces of the reservoir to a commercial blast, per Steel Structures Painting Council Specification SSPC-SP6, and achieve the paint manufacturer's required anchor pattern, collect the debris and properly dispose of the debris. The abrasive shall remove all paint and to achieve the required anchor pattern. This work is required to be inspected by the City's independent testing laboratory prior to having the coating applied. The contractor is responsible to map out each day the blasted area prepared for coating, including the date and time the work occurred. The Lump Sum (L.S.) price includes all labor, materials and equipment necessary to have a steel surface cleaned, blasted and ready to have the exterior coatings applied.

Bid Item 4: Exterior Coating System: This item consists of applying the exterior coating system of a zinc prime coat, polyurethane intermediate coat and Fluoropolymer topcoat as specified in the specifications. The work includes a pressure wash (minimum 1,000 psi) between coats. The work is required to be inspected by the City's independent testing laboratory when applied and when complete. The contractor is responsible to map out each day the area painted including date and time.

The Lump Sum (L.S.) price includes all labor, materials, equipment, testing and paint color drawdown submittals for approval by City necessary to complete the exterior coating system as specified.

Bid Item 5: Exterior Logo (Words & Graphics): This item consists of painting the City Logo on the vertical surface of the Reservoir in the locations identified in the construction plans after the exterior topcoat is completed and within the recoat window for application on the exterior surface. The contractor shall purchase the logo patterns from Tank Logo.com. Contact Mr. Tim Donovan at (615) 473-0272. Included is the shop drawing from www.tanklogo.com for the logo.

Prior to painting, tank and logo, colors shall be approved by the City. Provide color charts as a shop drawing submittal and paint drawdowns of selected colors.

The per each (Ea.) price includes all labor, materials, purchase of patterns from tanklogos.com and equipment necessary to paint the logos on the exterior of the tank at locations shown in the plans and confirmed in the field by the City.

Bid Item 6: Interior Dehumidification System: This item consists of furnishing, maintaining and removing a dehumidification system for the work. The system shall meet all City sound ordinance requirements (65-decibels at any property line) and once started shall run continuously until the final coat of interior paint has properly cured. Dehumidification equipment shall be sound-attenuated and insulated to achieve the sound ordinance requirements. The Contractor shall include in this Bid Item the cost of measuring the decibel at the property line and provide the results to the City. Sound-attenuation may be supplemented by the use of hay bale sound walls. The Lump Sum (L.S.) unit price will be based on percent complete of the interior blast and coating, including all labor, materials, fuel, sound-attenuation and equipment necessary to operate continuously during the interior work.

Bid Item 7: Interior Blasting of the Tank & Appurtenances; including Disposal of Spent Media: This item consists of blasting the interior steel surfaces of the Reservoir to a near white blast (SSPC-SP10) or better, achieve the paint manufacturer's required anchor pattern, collect the debris and properly dispose of the debris. The work shall be accessed from existing openings, no shell plate shall be cut to gain access. The work includes wedge blocks to lift roof plate from roof structure and the blast of plate and structure in this area. This work is required to be inspected by the City's independent testing laboratory prior to having the coating applied. The contractor is responsible to map out each day, areas blasted and prepared for coating including the date and time the work occurred. The Lump Sum (L.S.) price includes all labor, materials and equipment necessary to have a steel surface ready to have the interior coatings applied, including blow-down and cleaning.

Bid Item 8: Interior Coating of Tank & Appurtenances: This item consist of applying the interior coating system of zinc primer and epoxy stripe coat and epoxy topcoat as specified and in the atmospheric conditions established in the specifications. Included is the hand painting of the lifted roof plate from the roof structure. The work shall be accessed from existing openings, no shell plate shall be cut to gain access. The work is required to be inspected by the City's independent testing laboratory when applied and when complete. The contractor is responsible to map out each day the area painted including date and time. The tank cannot be filled until the engineer has visited the site and viewed the interior work. The Lump Sum (L.S.) price includes all labor, materials and equipment necessary to complete the interior coating system and dry riser painting as specified, including the cleaning, disinfection and filling of the tank.

Bid Item 9: Remedial Welding by a Certified Welder & Support Personnel, along with Equipment & Materials as Authorized in Writing by the City: This item consists of furnishing a certified welder to make remedial repairs to the tank that are discovered during the blasting of the tank. The item requires the contractor to bring to the attention of the City any areas that require remedial repairs. This item does not include major steel plate replacement. The item includes any support personnel required by the certified welder and all equipment, materials and fuel to complete the work. All work must be approved by the City prior to any payment being considered under this item. The Hourly (Hrs.) unit price includes all labor, materials, fuel and equipment necessary to

complete remedial welding that may be discovered during the blasting process.

Bid Item 10: Interior Ladder: This item consists of removing the existing interior ladder and replacing it with a new interior ladder as specified. Disposal of the old ladder is included. The per each (EA) price includes all labor, materials and equipment necessary to have a new ladder in place.

Bid Item 11: Exterior Ladder: This item consists of removing the existing exterior ladder from the ground to the hatch opening on the roof of the tank as shown in the construction plans. Included is a pre-engineered ladder gate to be attached to the new ladder. Also included is the removal grinding smooth of the old ladder tabs. Disposal of the old ladder is included. The per each (EA) price includes all labor, materials and equipment necessary to have a new ladder in place.

Bid Item 12: Fall Protection System: This item consists of furnish and installing a fall protection rail (stainless steel or aluminum) including all apputances on the interior and exterior ladder as specified. The item included furnishing prawls, harnesses and landyards. The per each (EA) price includes all labor, materials and equipment necessary to complete the work and have an operational system.

Bid Item 13: Exterior Hangars: This item consists of furnishing and welding hangars to the vertical surface of the reservoir wall adjacent to the ladder including attaching existing conduits to these hangars. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 14: Patching 4-Inch Pipe In Reservoir Wall: This item consists of removing 4-inch plugged pipe of reservoir tank shell and plating over the opening with an 8-inch diameter 3.8 inch steel plate welded on the interior of the tank and on the exterior of the tank. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 15: Level Indicator Target System: This item consists of removing the existing target system and replacing it with new level target system. Included is patching holes in the roof where exiting system penetrates, removing the attachment tabs on the floor and roof plate and grinding those areas smooth. Patched holes shall be with 1/4 inch steel plate welded on exterior and interior of Reservoir (seal weld). Install a new 6-Inch access port in the roof and install new attachment tabs inside and outside of the reservoir. The per each (EA) price includes all labor, materials and equipment necessary to complete the

work. The system once installed shall be fully functional.

Bid Item 16: Sample Port: This item consists of furnishing and installing a sample port as detailed in the construction plans. This item includes welding the stainless steel pipe in the tank wall, all piping fittings and valves, offset tabs welded to the tank and the insulated stainless steel box that houses the piping, valves and fittings. The per each (EA) price includes all labor, materials, and equipment necessary to complete the work.

Bid Item 17: Primary Roof Access Hatch: This item consists of removing and replacing the roof access hatch adjacent to the ladders as shown and specified. The work includes removing the old steel curb and steel hatch replacing it with with a new 4-inch tall steel curb (1/4 inch thick) and aluminum hatch. Dimensions shall be 36 inch x 36 inch square. Disposal of the old material is included. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 18: Supplemental Roof Hatch: This item consists of removing and replacing the old steel curb and hatch along with corroded steel roof plate. Roof plate replacement is shown in the plans and shall be 1/4 inch flat plate seal welded on the interior and on the exterior of the roof. The new hatch shall consist of a 4-inch steel curb 1/4" thick and an aluminum hatch. Dimensions shall be 36 inch x 36 inch square. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 19: Safety Handrail: This item shall consist of furnishing and installing safety handrails at each roof hatch as detailed in the construction plans. At the primary roof hatch the safety handrail shall connect to the ladder and include a 1/4 inch checker plate walkway from the ladder to the roof. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 20: Center Vent and Access Point: This item shall consist of removing the existing vent and vent structure and replacing with the aluminum vent and access point hatch as detailed in the plans. Included is the steel flange attached to the roof plate and steel roof plate required by the construction plans. Disposal of the old materials is included. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Bid Item 21 & 22: Weld ¼ Inch Steel Plate, if Required and Approved by the City for Patching Floor and Roof Plate: This item consists of furnishing a certified welder to make spot repairs in the roof plate or floor plate that are discovered during the blasting of the roof plate and floor plate such as holes or deep pitting. The item requires the contractor to bring to the attention of the City any areas that requires plating over. Plates shall be round or square with rounded edges and cut 2 inches minimum larger than the diameter of the patch, minimum size 4-inch diameter plate. The weld shall be continuous seal weld of the plate to the existing plate and weld ground smooth. This item is not full plate replacement, but plating over holes or large pits found during blasting. This item includes any support personnel required by the certified welder and all equipment, materials and fuel required to complete the work. All work must be approved in writing by the City prior to any payment being considered. The quantity is a budget and is not guaranteed to the contractor. Only work completed will be considered for payment. The per square foot (SF) price includes all labor, materials and equipment necessary to complete the work.

Additive Alternate Bid Item 201: Steel Door and Frame Painting: This item shall consist of hand sanding steel doors and frames interior and exterior sides, prime coat and top coat as specified. The per each (EA) price includes all labor, material, and equipment necessary to complete the work.

Additive Alternate Bid Item 202: Furnish and Placing Reinforced Concrete Flume: This item shall consist of a reinforced concrete flume between two fence post as detailed in the construction plans. The per each (EA) price includes all labor, materials and equipment necessary to complete the work. This item includes excavation, forming, placing of steel and concrete and stripping of forms.

Additive Alternate Bid Item 203: Construction of Reinforced Concrete Pads at Well Head: This item consists of extending the construction of concrete pads around well heads to the dimensions shown in the construction plans. Included is the excavation, forming, placing of steel and concrete and stripping of the forms. Contractor shall place reflex expansion joint material (recycled tires) between new concrete and old concrete. The surface shall be a light broom finish. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

Additive Alternate Bid Item 204: Furnishing and Placing Reinforced Concrete Valve Stack Pad: This item consists of extending the existing concrete pads around well heads to the dimensions shown in the construction plans. Included is the excavation, forming, placing of steel and concrete and stripping of the forms. Contractor shall place reflex expansion joint material (recycled tires) between new concrete and old concrete. The surface shall be a light broom finish. The per each (EA) price includes all labor, materials and equipment necessary to complete the work.

WAGE RATES

"General Decision Number: TX20220026 02/25/2022

Superseded General Decision Number: TX20210026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

PLUM0146-002 05/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.13	9.70

* SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40 **	\$3.64

Concrete Finisher.....	\$ 9.81 **	
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ELECTRICIAN.....	\$ 13.26 **	
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Form Setter.....	\$ 7.86 **	
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Laborers:

Common.....	\$ 7.25 **	
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Utility.....	\$ 8.09 **	
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PAINTER.....	\$ 10.89 **	
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Pipelayer.....	\$ 8.43 **	
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Power equipment operators:

Backhoe.....	\$ 11.89 **	3.30
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Bulldozer.....	\$ 10.76 **	
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Crane.....	\$ 13.16 **	3.30
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Front End Loader.....	\$ 10.54 **	
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Mechanic.....	\$ 10.93 **	
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Scraper.....	\$ 10.00 **	
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Reinforcing Steel Setter.....	\$ 10.64 **	
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TRUCK DRIVER.....\$ 7.34 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

TECHNICAL SPECIFICATIONS
CIVIL

TECHNICAL SPECIFICATIONS

SECTION TS1 - COATING SYSTEM

TS1.01 RESERVOIR REPAINTING

A. General Reservoir Information

The bid is for the repainting of the **One 5,000,000 Gallon Ground Storage Reservoirs** including the interior, exterior, appurtenances of each reservoir, and reservoir logos.

The height from the ground to high-water level is approximately 60 feet \pm . Reservoir diameter of approximately 117 feet.

B. Site

The reservoir is located in northern part of North Richland Hills adjacent to residential area. A location map is located in the Construction Plans. A full containment system is required, including roof. All tarps shall be new. The Contractor shall be responsible for protection of the existing improvements on the site. Damage to any City facilities or adjacent property shall be repaired or replaced by the Contractor at his sole expense. Contractor shall at all times utilize the required full containment system. Any damage to cars or other private or public property caused by the blasting, painting and construction activities of the Contractor shall immediately be addressed. An aerial photo of the site is located at the end of these specifications.

TS1.02 CONTRACTOR'S UNDERSTANDING

The General Provisions of the Contract are the North Central Texas Council of Governments (NCTCOG) Standard Specifications. Excerpts are presented here to clearly establish the contractual responsibilities of the Contractor and the expectation of the City. The complete set of NCTCOG Standard Specifications applies to this contract and the Contractor shall have a copy and be bound by those terms for the duration of the project.

TS1.03 CONTRACTOR'S QUALIFICATIONS

The Contractor shall have five years practical industrial coating experience and successful history in the application of specified product to surfaces of steel water reservoirs. Contractor shall substantiate this requirement by furnishing a list of references and job completions in the bid package.

The Contractor shall submit with his proposal a written statement by the coatings manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.

The personnel performing the work shall be knowledgeable and have the required experience and skill to adequately perform the work for this project, in accordance with SSPC-PA1 "Shop, Field and Maintenance Painting".

ITEM 1.21. CONTRACTOR'S WARRANTIES AND UNDERSTANDING

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants:

- (a) that he is financially solvent, and sufficiently experienced and competent to perform the work;
- (b) that the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects;

- (c) that he has read, understood and complied with all the requirements set forth in the bidding documents;
- (d) that he is familiar with and understands all laws and regulations applicable to the work; and
- (e) unless otherwise specifically provided for in the contract documents, the CONTRACTOR shall do all the work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the contract documents. In addition, the CONTRACTOR represents that he has satisfied himself as to the conditions at the site of the work. Information, data and representations contained in the contract documents pertaining to the conditions at the site, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. The Contractor agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the work, which vary or differ from conditions or information contained in the contract documents. All risks of differing conditions shall be borne solely by the CONTRACTOR.

ITEM 1.22. CONTRACTOR'S RESPONSIBILITIES

1.22.1. PERFORMANCE OF THE WORK: In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the work under this contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

1.22.2. INDEMNIFICATION: The CONTRACTOR and his sureties shall indemnify, defend and save harmless the Owner and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said contract; or on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage.

The CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, whether arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the OWNER.

- 1.22.3. SUPERVISION AND CONSTRUCTION PROCEDURES: The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

The CONTRACTOR shall carefully study and compare the contract documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

The CONTRACTOR shall not be relieved from his obligations to perform the work in accordance with the contract documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

- 1.22.4. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

- 1.22.5. PROGRESS SCHEDULE: The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER'S information an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents, and shall provide for expeditious and reasonable execution of the work. The progress schedule shall be updated upon request by the OWNER and each month.

Progress schedule updates shall be submitted monthly with monthly pay request.

TS1.04 COATING SYSTEM

The work to be performed under this section of the specifications shall include the furnishing of all labor, material, equipment and incidentals required for abrasive blasting, cleaning and painting all steel surfaces on the interior and exterior of the reservoir and for sterilizing the reservoir interior, complete as specified herein.

A. Plan of Work

Fourteen (14) days minimum prior to beginning blasting and coating work the Contractor shall submit a written plan (shop drawing) to the Owner for review fully describing his proposed plan of work for blasting steel, disposal of waste material and painting the reservoir and its structure. The plan shall be prepared on 8½" x 11" sheets and be typed written. The plan of work shall include the following information:

- 1) Detailed description on the steps to complete of work.

- 2) Plan for abrasive blasting the reservoir. Flow chart describing areas work to occur in.
- 3) Plan for collecting, containing & disposing of waste blast material.
- 4) Description of containment system. Containment system must include tarps that are new. Minimum overlap of tarps 18 inches.
- 5) Plan for protecting ground and property around reservoir and its structure. Description of what will be done to accomplish this.
- 6) Plan for painting reservoir. Flow chart describing areas to work in.
- 7) Quality control plan. Steps to be utilized by Contractor independent of City testing and observations.
- 8) Maximum time window between application of prime coat and top coat as certified by Paint Manufacturer.
- 9) Ventilation capacity as certified by Paint Manufacturer.
- 10) Dehumidification calculations (24-hours per day, 7-days per week continuous).
- 11) Temperature and humidity recording and printing equipment.
- 12) Plan to document location of paint application on Reservoir, the date and time paint was applied.
- 13) Site Restoration Plan.

No progress payment can be processed without City accepted Work Plan.

B. Surface Preparation

All EXTERIOR surfaces on the Reservoir, including appurtenances shall be abrasive blasted to a Commercial Blast in accordance with Steel Structure Painting Council Specification SSPC-SP6. Blasting shall remove all paint and mill scale. If blasting of any previously painted surfaces is required, the blast finish shall be feathered to provide a smooth uniform paint finish.

All INTERIOR surfaces of the reservoir including appurtenances shall be abrasive blasted to a Near White Metal Blast in accordance with Steel Structures Painting Council Specification SSPC-SP10. All steel surfaces in contact with water shall be thoroughly cleaned of all existing paint and mill scale by abrasive blasting. Interior blasting and painting shall be completed utilizing dehumidification. Prior to blasting the interior roof, the Contractor shall lift the roof plate from the roof structure by way of shims to allow blasting of the roof plate and top of the roof structure. Shims shall remain in place for inspections and for paint application

Copper slag is not an acceptable blasting media for exterior or interior surfaces.

Contractor shall rig and adjust rigging to have the blast nozzle no further away than two-feet (2') from steel surface.

Final determination of blasting quality prior to coating shall be determined by the Owner. All abrasive blasting shall be performed in full accordance with the latest regulations issued by the Texas Air Control Board. (Texas Commission on Environmental Quality)

All blasting on the interior and exterior shall achieve an anchor pattern as required by the paint manufacturer. The anchor pattern shall be a part of the overall paint submittal for the interior and the exterior. All weld flux and splatter located during blasting shall be removed by grinding. Contractor shall work with inspectors to accomplish compliance on removal of flux and splatter. Sharp projections shall be ground smooth.

C. Environment

All blasting shall be performed in full accordance with the latest regulations issued by the Texas Air Control Board. (Texas Commission on Environmental Quality)

Emissions from blasting the steel surfaces must be controlled by Shroud (full containment including roof section) method.

The following definitions shall apply to these specifications:

Shroud (Containment System): A device which is designed to enclose or surround the area being blasted to minimize the atmospheric entrainment of fine particulates and direct that material to a confined area for disposal. The shroud shall have overlapping seams to prevent leakage of particulates, shall extend a minimum of 15-feet above the area being blasted, and shall have a shade factor of 95 percent or a control factor of 95 percent of particles 100 grit or greater. A shade factor is defined as the percent of area impermeable to particles or sunlight.

No visible emissions to the atmosphere may result from abrasive blasting.

D. Containment of Blasting Material

The Contractor shall provide and maintain a containment system that catches all materials removed from the steel surfaces. The containment system shall keep blasting material or equivalent, dust, etc., from the air and from contact with the native soil. The Owner shall monitor the air around the work area. If undesirable levels of dust or other by-products of the removal process work are found in the air, the Contractor will immediately stop work and modify his containment system to prevent the escape of pollutants into the air.

The Contractor shall conduct his operations in such a manner that the soil around the work area shall not be contaminated with residue from the paint removing process. All costs for remedial action shall be borne by the Contractor.

All material accumulated in the containment system shall be kept clean and free from contamination. The material shall be contained in tight closing barrels or equivalent containers approved by the Owner prior to disposal. All blast residue material shall be placed in containers at the end of each day. Containers shall be clearly marked "hazardous waste" and shall be numbered and cataloged in records kept by the Contractor. Records shall be neat and shall be available at the job-site for review by the Owner.

If the containment system utilizes attachments on the roof, those attachments shall be removed.

If the containment system utilizes anchors set in the ground, the anchors shall be removed at end of project, void areas filled and sod placed and established.

E. Safety Precautions

The Contractor shall be fully responsible for the safety of the workmen on this project and public in the vicinity of this project at all times during the construction process. Protective equipment, abrasive resistant clothing, head covering, gloves, foot covering, safety shoes, leather gloves, ear protection and OSHA approved respirators shall be utilized as a minimum during the dismantling and paint removal phases of the work. Contractor shall provide all workers at least the minimum described safety equipment as well as that required by OSHA.

Contractor shall equip all workers that remove the painting system with the proper OSHA respirators in accordance with OSHA 29CFR 1926.62(f). The Contractor shall presume an initial airborne exposure to lead for workers and provide appropriate protection from the presumed exposed level to lead and other heavy metals until such time as air tests established a lower

exposure. Documentation from the Contractor and the Contractor's independent laboratory conducting air tests shall be submitted to the Owner to justify a lesser respirator.

F. Contractor Liability

Contractor shall be solely liable for all claims for personal and property damage including death, which result from the blasting, painting, rigging and all construction operations on this project. If complaints are received by the Contractor or the Owner from anyone, the Contractor shall investigate the complaint immediately and report in writing to the Owner corrective action he is taking. It shall be the Contractor's complete responsibility to correct or make whole any damage or injuries caused by his blasting and painting operations.

G. Disposal of Material

The Contractor shall submit a plan for disposal of the blasted residue to the TCEQ. The Contractor shall submit to the agency, in addition to the plan, any testing required by the TCEQ.

The Contractor shall make all arrangements, provide and pay for all testing and pay all cost associated with the disposal of the material including fees and test at the landfill.

Prior to actual removal of the paint from the site, the Contractor shall provide the Owner with all documentation as to its proper disposal.

The Contractor is being contracted as part of the overall contract to obtain all necessary permits, manifest, approvals from state agencies, etc., for the proper transport and disposal of the material, including the cost of testing and fees for disposal.

H. Non-Visible Contaminants

- 1) Chloride, sulfate and ferrous ions (Fe^{2+}) tests shall be performed on the interior metal portions of the reservoir after sandblasting but prior to the application of coatings. The maximum allowable limit of these non-visible contaminants is:
 - a) The maximum level of chlorides is 30 milligrams per square meter or 3 micrograms per square centimeter.
 - b) The maximum level of sulfates is 100 milligrams per square meter or 10 micrograms per square centimeter.
 - c) The maximum level of ferrous ions (Fe^{2+}) is 50 milligrams per square meter or 5 micrograms per square centimeter.
- 2) If testing shows amounts present in the test solution to be greater than the limits listed herein, the Contractor shall clean the surface of the entire reservoir interior with a 5,000 psi maximum water blast with fine entrained abrasive until the levels in the test solutions are below the maximum acceptable level. Surface shall be re-blasted as specified at no additional cost to the Owner.
- 3) Contractor shall provide a written statement from paint manufacturer stating that the maximum acceptable levels are not less than those listed herein. Results of the testing shall be provided to the City before any coatings are applied.
- 4) When exterior coats are to be applied on subsequent days, or when the shroud is dropped between coats, the previously applied coat of paint shall be thoroughly pressure-washed to remove any fallout and/or salt that may have settled on the surface. Contractor to utilize a pressure that does not damage or remove previously applied coating. Wash after zinc has

been applied and after the first coat of urethane has been applied, and between all subsequent applications.

Final determination of blasting quality prior to coating shall be determined by the Owner. All abrasive blasting shall be performed in full accordance with the latest regulations issued by the Texas Air Control Board. (Texas Commission on Environmental Quality)

The exterior of the Reservoirs and appurtenances shall be blasted and coated with a full containment system in place, including top section. It is urged that the Contractor reference National Weather Service records for historic wind speed in North Central Texas and schedule work accordingly within the contract time.

The Contractor shall be in full conformance with the Texas Air Control Board's (TCEQ) General Rules for nuisance. If such a nuisance arises from the Contractor's work on this project, the Contractor shall immediately shutdown the work causing the nuisance and make the necessary changes in operation, including preventative shields and containment. Contractor shall provide whatever is necessary to resolve the nuisance caused by the Contractor's operation to the satisfaction of the State of Texas and the City. All cost of whatever the nature shall be included in the unit price bid for the project.

I. Standard of Comparison

The specific paint referred to in these specifications is manufactured by Tnemec and is presented as a standard of comparison and performance. Other paints may be acceptable if they are equal in quality and performance as determined by the Owner. The Owner shall determine the acceptability of coatings to be used. Products that do not meet the quality and performance will not be accepted and no additional contract time will be granted. The Owner reserves the right to request the Contractor to supply a complete history of the paint system they propose to use. This information would be used to determine acceptability of the system. Allow review time of 2-weeks. All paints applied are to be by the same manufacturer.

J. Paint System

1) Interior Steel Painting

The interior paint system shall be certified by the National Sanitation Foundation - ANSI/NSF Standard 61 Drinking Water System Components for Potable Water Coatings and contain no lead. The zinc dust in the prime coat shall meet requirements of ASTM D520 Type III.

After interior wet surfaces have been abrasive blasted they shall be painted by spraying one coat of Tnemec Hydro-Zinc 94-H₂O, minimum dry film thickness 2.0-mils throughout, followed by one coat of Tnemec Epoxoline Series 141, minimum dry film thickness shall be a minimum of 12-mils throughout. Total dry film thickness of interior system shall be minimum 14.0-mils throughout.

All touch-up painting shall also be completed with the approved prime paint. Prior to the epoxy coat of paint, all welds, sharp edges of roof structure beams and paint rails shall be coated with a stripe coat of Tnemec Series N140N Pota Pox Plus by brush thinned by 50% with the approved paint supplier's approved thinner.

Total dry film thickness of the interior paint after seven days (75°F Temperature) drying time shall not be less than 14.0-mils minimum throughout. Contractor shall provide adequate forced ventilation during application and curing to achieve required results. Forced ventilation shall be utilized for all painting, including the floor. Each coat of paint shall be applied in a uniform thickness and shall be feathered as necessary at its edges to prevent lap marks and provide a smooth paint finish. All interior paint shall comply with ANSI/NSF Standard 61.

Interior coatings include all surfaces and appurtenances inside the Reservoir.

2) Exterior Steel Painting

The proposed exterior paint system shall not contain lead.

After exterior surfaces have been abrasive blasted, remedial steel repairs made and surface profile achieved, they shall be painted by spray inside the containment system, one coat of Tnemec Hydro-Zinc 94-H₂O. Minimum dry film thickness shall be 2.0 mils throughout.

The second exterior coat shall be applied by spraying inside the containment system one or more coats of Tnemec Series 73 Endura Shield. The minimum dry film thickness shall be 3.0 mils throughout.

The third exterior coat shall be applied by spraying inside the containment system one or more coats of Tnemec Series 700 Color Hydroflon. The minimum dry film thickness shall be 2.0 mils throughout.

The minimum total dry film thickness of the exterior paint system shall be no less than 7.5 mils. Each coat of paint shall be applied in a uniform thickness and shall be feathered as necessary at its edges to prevent lap marks and provide a smooth paint finish. The third coat may require placing this coating in more than one (1) coat to insure a uniform color. It shall be the Contractors responsibility to produce the uniform cover on the exterior of this reservoir. If additional coats are used they shall be placed in thickness of 1.5 mils minimum.

Between each coat, the surfaces shall be power washed with a minimum pressure of 1,000 psi. The objective of this is to remove any pollutants and dirt that has settled on the surface. Coating shall occur within a maximum of 48-hours after the power wash.

Logos shall consist of two coats of fluoropolymer polyurethane, Tnemec Hydroflon Series.

700 or equal, at 2.5 mils average. The logo will appear on two sides of the reservoir. Logo shall be coated within the recoat window established by the Paint Manufacturer.

3) Steel Doors and Steel Door Frames

After the steel doors and door frames have been hand sanded, contractor shall solvent wipe and apply the following coating system:

The first coat shall be applied by spray in the inside, outside and edges of the door and the complete door frame, Tnemec Series 27, F.C. Typoxy Series 27. The minimum dry film thickness shall be 3 mils.

The second coat shall be applied by spraying Tnemec Series 1075 Endura Shield II. The minimum dry film thickness shall be 3 mils.

Between each coat, the surfaces shall be power washed with a minimum pressure of 1000 psi. The objective of this is to remove any pollutants and dirt that has settled on the surface. Coating shall occur within a maximum of 48 hours after the power wash.

Contractor shall provide full pallet of paint colors for selection by the Owner. Once color is selected, the Contractor shall furnish paint draw-downs of selected colors for final acceptance by the City.

K. Application

Coatings shall be applied in accordance with paint manufacturer's recommendations found on the paint data sheets and are subject to inspection at all times by the City's on-site representatives. Paint manufacturer's data sheets shall be submitted as part of the shop drawing submittal process. Contractor shall follow the Steel Structures Painting Council Good Painting Practice except where exceeded in these specifications.

Contractor shall have his work plan available on site and available to the City. The plan as submitted and accepted by the City shall be followed for blasting, containment and painting.

No painting shall take place utilizing the interior paint epoxy system without accelerator unless the atmospheric temperature is above 50°F and metal surface temperatures is above 50°F and a minimum of 5°F above the dew point. With the paint manufacturer's approved accelerator, the atmospheric temperature and metal surface temperature shall be above 40°F and minimum of 5°F above the dew point. The relative humidity shall not be greater than 80%. Painting also shall not proceed if the temperature is expected to fall below 40°F before the paint has dried to the recoat window (24 hours) or if the surface temperature is at or above 110°F.

No painting shall take place utilizing the first coat of exterior paint system unless the atmospheric temperature is above 50°F and metal surface temperatures is above 50°F and a minimum of 5°F above the dew point. With the paint manufacturer's approved accelerator, the atmospheric temperature and metal surface temperature shall be above 40°F and minimum of 5°F above the dew point. The relative humidity shall not be greater than 85%. No painting shall take place utilizing the second and final coat of the exterior paint system unless the atmospheric temperature is above 40°F and metal surface temperature is above 40°F and a minimum of 5°F above the dew point. The relative humidity shall not be greater than 80%. Painting utilizing the exterior system shall not proceed if the temperature is expected to fall below 40°F before the paint has dried to the recoat window (24 hours) or if the surface temperature is at or above 110°F.

Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protection devices for everyone in the work area.

Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the City, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the City.

Contractor shall include in his bid the cost to utilize dehumidification during the blasting and epoxy coating of the interior of the Reservoirs. Dehumidification shall be used and shall be used 24-hours a day once it is turned on. Once it is on, it shall be run continuous until coating has cured. Such a system shall be designed by Munters or accepted equal Dehumidification Company. Dehumidification calculations shall be provided.

The unit must be turned on at the time the blast is to be achieved, turned off for zinc prime coat to cure, turned on and remain on until epoxy coating has cured. Submittal shall state the number of days the unit is to remain on after final coat and or touch-ups are complete.

A desiccant dehumidification system shall be utilized on the interior Reservoir (wet) 24-hours a day (continuous service) for blasting, entire coating and curing. No liquid or granular desiccant or lithium chloride systems are acceptable.

The dehumidification equipment shall continuously maintain a lower dew point of a minimum of 25°F differential between the inside substrate surface temperature and the inside air dew point temperature, with the relative humidity not to exceed 50%. The humidity and temperature shall be recorded by use of portable continuous recording instrumentation. The recording instrumentation

supplied by the Contractor shall have the ability to download local data/graphs of daily records. Such records shall be provided to the City or their representative on a daily basis. Downloading equipment for printing data/graphs shall be provided by the Contractor.

The equipment shall include heat/cooling limits as required to meet the specified requirements. All openings in the reservoir, including opening to allow access of the dehumidification equipment, shall be sealed at all times.

Contractor shall have sufficient number of compressors and adequate compressor output on site to complete the blasting and painting in a timely manner. Contractor shall have on site and utilize during the coating of the reservoir, two (2) 45:1 Ratio airless spray Graco Pumps or equal in working order.

All spray equipment shall be inspected and approved by Owner's representative before any application is begun. A moisture trap shall be placed in line from air supply to pressure pot and spray gun. This trap shall be opened slightly to provide a continuous bleed. Regulators and gauges shall be provided for air to both pressure pot and spray gun.

Prior to commencing the coating, all abrasive and dust from blasting operations shall be removed from surfaces before paint application is begun. If steel shot is utilized, the Contractor shall also use magnetic collectors to collect shot. Blasted surfaces shall be coated the same day that blasting is completed. Any subsequent blasting operation shall not result in abrasive particles embedded in the paint film. The sequence to be followed in painting shall be such that a minimum of damage to finished coatings will result.

Spray guns must be held perpendicular to the surface being painted, handled and adjusted in such a manner so dry overspray is kept at a minimum. Rigging shall be adjusted as required to maintain a maximum distance from the steel surface of two-feet.

The Contractor shall at all times protect the buildings, businesses, automobiles and other items from blasting and paint that is being applied to the reservoir. Contractor shall be solely liable for all claims of damage of whatever nature which results from the blasting and/or painting operations on this project.

It is essential that the solvent's vapors be released from the paint and removed from the reservoir. During coating application, the capacity of ventilating fans shall be no less than recommended by the Paint Manufacturer. This capacity shall be stated in the coating plan submittal.

Continuous forced ventilation at a rate of one complete air change every four hours shall be provided. The duration shall be for a minimum of 48-hours after final application and until the coating is completely cured as determined and certified to the Owner by the Paint Manufacturer's representative. The certification shall be provided to the City prior to turning off the dehumidification system.

The structure in the roof of the Reservoirs will require additional work to be coated prior to spraying top coat. The seams in between the roof plates and roof structure, and the space between roof plate and lapped roof plate shall be hand brushed with the epoxy paint after zinc primer has cured and prior to spraying of the reservoir with epoxy. Hand brushing must work paint into the void areas. Hand brushed areas shall be inspected by City prior to spraying.

Repair of holidays caused by movement of equipment, including scars and nicks shall be ground or sand smooth, exposed steel shall be coated with zinc primer and the top coat built up to match surrounding surfaces. The paint products utilized in the coating shall be utilized for the repairs with dehumidification operating as specified.

L. Inspection

All work shall be done in a workmanlike manner, so that the finished coating on the interior, exterior and all painted surfaces of the reservoir and structures shall be free from bubbles, runs, drips, ridges, over-spray, waves and unnecessary brush marks and variations in color. Coating shall be of uniform thickness. In addition all surfaces that will be in contact with potable water (reservoir and wet riser pipe) shall be free of holidays and pinholes. The City shall make final determination of finished work.

Inspection and acceptance of the abrasive blasting shall be achieved prior to application of the prime coat of paint on the reservoir. The Contractor shall schedule and coordinate his work with the Owner to allow for expeditious prosecution of the inspection and painting. All rigging, staging and the alike shall remain in place until all inspections by the City are complete. All staging shall conform to applicable safety requirements. Contractor shall provide staging as required by the City to facilitate inspection and testing.

All paint film thickness shall be verified by the Contractor by measuring the wet film thickness of each coat as it is applied. The Contractor shall coordinate the use of the painting scaffolds, rigging and containment system with the Owner or his representative to provide regular access for the paint inspections. A wet film thickness measurements shall be made and recorded by the Contractor for each 100 square feet of surface painted. Record of thickness and location shall be provided to City Inspector on the day that portion of the reservoir is coated.

All paint will be inspected by the City for applied dry film thickness using a non-destructive magnetic gauge such as a Mikrotest Gauge or an Elkometer. Non-destructive holiday detectors shall not exceed 67.5 volts. Solution for holiday testing shall be 1-ounce of non-sudsing wetting agent (Kodak Photo Flo) to 1-gallon tap water. Dry film thickness, pinholes and Holidays shall be inspected throughout the painted surface at locations determined by the Owner. Confirmation testing for dry film thickness will be done by the Owner or an independent testing laboratory which is chosen and paid by the Owner. The Owner will pay for the first test. Retesting, including any rigging, shall be paid by the Contractor (deducted from Pay Request). General paint inspection will be done by an independent laboratory employed by the Owner. All work shall be done in a workmanlike manner, so that the finished coating on the interior and exterior of the reservoir shall be free from bubbles, runs, drips, ridges, over-spray, waves, brush marks and variations in color.

The Contractor shall minimize lap marks created from the seal of the containment system, if the containment system is in contact with the seal. These areas shall be strategically located in weld seams.

Prior to filling the reservoir with water, the Engineer must complete a site visit and view the interior coating system.

M. Location of Painting Systems

The interior painting system as described in this specification shall be applied at the following general locations:

- 1) On all metal surfaces inside the reservoir (surfaces in contact with potable water, roof structure, inside reservoir and all appurtenances).
- 2) On all interior painted ladders.

The exterior painting system as described in this specification shall be applied at the following general locations:

- 1) Exterior of the Reservoir.
- 2) Exterior appurtenances on the reservoir such as vents, brackets, ladders and hatches.

- 3) Exterior valves, piping, fittings, overflow piping, hatches, handrails, mechanical equipment and appurtenances.

Aluminum, PVC, stainless steel and brass shall not be coated.

N. Disinfection

Once painting is complete and all associated contract work is complete, and prior to disinfection of the reservoirs, the interior of the reservoir shall first be thoroughly cleaned by hosing down the walls, underside of the roof and floor with water from the Owner's distribution system. Contractor shall provide adequate pumps to accomplish this work and take necessary steps to prevent contamination of the Owner's water supply. Disinfection shall be in accordance with AWWA C652 "Disinfection of Water Storage Facilities" except as exceeded by the below specification.

Disinfection shall be scheduled with the City seven (7) calendar days prior to the execution of the work. The reservoir will only be filled on a Monday for disinfection. Prior to the disinfection process taking place, the Contractor shall furnish and install new hatch gaskets on all hatches.

The reservoir interior shall be disinfected by spraying with a chlorine solution of not less than 200 ppm chlorine. Spraying shall be accomplished by use of an attachment connected to a fire hose, and the chlorine solution shall be applied under pressure. Contact time of the 200-ppm solution shall not be less than one hour or more than 8 hours, at which time the Reservoir shall be filled. Contractor shall provide adequate pumps to accomplish this work. All standing chlorinated water within the reservoir and lines from the disinfection process shall be removed from reservoir and lines prior to filling the reservoir.

The City shall operate all City valves. Contractor shall schedule time with the City for filling the reservoirs. The City shall submit samples of the water for bacteriological tests to a State approved testing laboratory and satisfactory test reports shall be received before the reservoir is placed in service. The Contractor shall obtain approval of the Owner prior to placing the reservoir in service.

The highly chlorinated water utilized to clean and disinfect the reservoir shall be dechlorinated prior to discharging into the environment. Contractor shall utilize a manufactured venturi device to dechlorinate. A liquid dechlorination solution shall feed into the venturi device. Ascorbic acid or sodium ascorbate shall be utilized as the dechlorination chemical. The dechlorinated procedure shall be accepted by the City prior to any discharge into the environment.

The cost of furnishing chlorine, bacteriological tests, labor, tools and equipment shall be included in the lump sum bid price for the project, and no separate payment will be allowed. The Owner shall furnish water to fill the reservoir one time. If it is required to fill the reservoirs more than once to obtain the proper sterilization the cost of the water, for water in excess of one reservoir full shall be borne by the Contractor and deducted from monies due him from the Owner.

O. Safety Precautions

The Contractor shall be fully responsible for the safety of the workmen on this project and public in the vicinity of this reservoir at all times during the removal of the rust and mill scale, painting and sterilization of the reservoir. The Contractor shall be responsible for meeting all OSHA Safety Standards and Regulations. Protective equipment, abrasive resistant clothing, safety shoes, leather gloves, ear protection and OSHA approved respirators shall be utilized as a minimum during blasting and painting on this reservoir. All respirators shall be air fed. Contractor shall provide all workers, Owner personnel and all other persons on site the minimum described safety equipment as well as that required by OSHA.

Workmen applying the chlorine solution to the reservoir shall be protected by rubber raincoats and boots and gas masks as a minimum to insure their protection against burns and inhaling chlorine gas. The Contractor shall be responsible for the safety of his workmen applying the chlorine

solution and shall see that they are protected against chlorine burns and gas. Contractor shall provide all workers the minimum described safety equipment as well as that required by OSHA.

P. Contractor Liability

Contractor shall be solely liable for all claims for personal and property damage, including death, which result from the blasting, painting and sterilization operations on this project. The Contractor shall take special precautions to control paint from damaging automobiles, homes and other facilities in the developed area around the reservoir. If complaints are received by the Contractor or the Owner, the Contractor shall investigate the complaint immediately and report in writing to the Owner corrective action he is taking. It shall be the Contractor's complete responsibility to correct or make whole any damage or injuries caused by his painting operations.

Q. Materials on Hand

The only items that will be considered as materials on hand will be paint products including top coats and primer. No other items will be considered. All other items are considered subsidiary and for the use of the Contractor to obtain the finished product. Original receipts/purchase orders must be provided to the City for verification of paint. All paint stored onsite shall be protected from freezing.

R. Welding

The Contractor shall inspect all ladders, railings, and other steel structures prior to beginning and during execution of the work. Any potential structural deficiencies found shall be brought to the attention of the Owner on the day it is found. Contractor shall schedule with Owner to view deficiency. Contractor shall allow 5-working days for scheduling. The Owner will determine if the potential deficiency is to be repaired. If the repair is to be done, the Owner shall request the work to be done and the work shall be done by a qualified welder, certified within the last year and paid as provided in the Proposal and Bid Schedule.

Prior to and immediately after the blasting of the reservoir surfaces as provided herein, the Contractor will inspect the reservoir for needed remedial welding repair. Any safety hazard or defects in the structure observed by the Contractor shall immediately be brought to the attention of the Owner for determination of repair.

Payment of the unit contract price for welding shall be the total compensation for furnishing all labor (certified welders and laborers), materials, tools, equipment and incidentals and performing all work that is necessary for remedial steel welding repair.

S. Annual Inspection

An annual inspection shall be performed at the 12th & 21st month after project completion or when the reservoir can be taken out of service and drained, prior to the expiration of the guarantee. The Contractor shall furnish such personnel, rigging, lighting, power tools, spot cleaning equipment and touch-up paint as may be necessary for inspection and touch-up. The inspection shall be conducted in the presence of the Owner and their designated representative.

T. Shop Drawing

The Contractor shall submit shop drawings to the Engineer for all proposed equipment and materials in PDF electronic file format via email to collegehills@bhcllp.com. All submittals shall have a maximum page size of 11" x 17". All submittals shall be from originals and be legible. Contractor shall include the description and numbering system of shop drawings listed below.

Checking of shop drawings by Birkhoff, Hendricks & Carter, L.L.P. is only for general conformance with the design concept of the project and general compliance with the information

given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction, coordination of his work with that of all other trades; and performing his work in a safe and satisfactory manner.

At the start and during the progress of the job, Contractor shall keep one (1) separate set of prints for making construction notes and mark-ups for submittal of as-built drawings.

Record all deviations from the Contract Documents.

- Shop Drawing Number and Description

- | | |
|--|---|
| 1) Blasting Media | 11) Temperature and Humidity Continuous Recording/Printing Instrument |
| 2) Cleaning Media | 12) Certified Welder Certification Papers. |
| 3) Paint Data Sheets | 13) Fall Protection System & Harnesses |
| 4) Paint Color Charts | 14) Reservoir Roof Vent |
| 5) Paint Color Draw Downs | 15) Ladder |
| 6) Recoat window of each paint product | 16) Schedule |
| 7) Paint Manufactures Anchor Pattern Requirements | 17) Handrail Erection drawings |
| 8) Dehumidification Equipment, Plan & Calculations | 18) Ladder Gate |
| 9) Full Containment System, including total roof. Roof Attachment Details, including installation and removal methods. Containment to minimize chimney effect during interior blasting & painting. | 19) Level Target |
| 10) Work Plan, including Scaffolding Plan | 20) Site Restoration |
| | 21) Concrete Mix Design |

No work shall take place without accepted shop drawings.

U. Sound

All equipment utilized on this project shall not exceed the sound levels established in the City's Sound Ordinance. A copy of the requirements is a part of this bidding document. All noise-generating equipment shall be located on the south and west side of the site furthest from residential homes.

V. Reservoir Enhancements

1) Roof Hatch

The 36-inch \pm square steel roof hatch covers shall be replaced with rain proof aluminum hatch covers and 4-inch-tall steel curb. Steel curb shall be $\frac{1}{4}$ inch flat plate seal welded on the interior and exterior of the reservoir. Hatch shall overhang curb by 2 inches minimum, be gasketed and include locking hasp. Also included are $\frac{3}{8}$ " steel rod hand holds, 5 inches wide and 3 inches deep, attached to roof at each hatch opening.

Hardware shall be aluminum and include washers for dissimilar metals. Also included are two hand holds at each roof hatch. The hand holds shall be u-shaped welded to the roof plate at each hatch.

2) Safety Handrail

The Contractor shall construct a safety rail on the exterior roof of each reservoir adjacent to the hatches. This work shall take place prior to interior work commencing. The safety rail shall be all welded steel. The railing shall have a height of 3-feet by 6-inches, with a top rail, center rail and bottom rail. The kick panel shall be set 2-inches above the roof of the reservoir. The rail shall be constructed of 2-inch diameter, 0.216 wall (min.) steel. All welds shall be continuous smooth welds. Handrail shall be fabricated in the shop and brought to the site. Prior to preparing shop drawings, contractor shall verify dimensions required by taking measurements on top of the reservoir.

3) Ladder Replacement

The ladder located inside the reservoir (wet) and attached to the exterior of the reservoir shall be removed and disposed of.

Contractor shall furnish and install new interior and exterior ladders.

A heavy-duty ladder with 3-inch channel side rails, 16-inch clear space between side rails with rungs spaced at 12-inches on center, 7/8" round rungs welded all around both inside and outside the side rail and painted with two (2) coats of primer and two top coats shall be constructed on interior of the reservoir from bottom of the reservoir to the roof hatches.

The exterior ladder shall be installed on the outside of the Reservoir from the ground to the top of the reservoir. Ladder side rails shall be a minimum 3/8-inch by 2-inch with a 16-inch clear spacing. Rungs shall be minimum 3/4-inch diameter, spaced at 12-inch centers and plug welded into holes drilled in the side rails. A suitable catwalk shall be constructed near the top of ladder to bridge to the reservoir roof (minimum 1/4 inch thick checker plate). Exterior ladder on each reservoir shall include a pre-engineered aluminum ladder gate with locking hasp.

All exterior ladders shall be of the cage type. All ladders shall conform with OSHA standards (29CFR-1926-1053 Ladders). The rungs shall be corrugated, knawled or dimpled to minimize slipping. All ladders, landings and appurtenances shall be painted carbon steel.

4) Fall Protection System for Ground Storage Reservoir

The Contractor shall furnish and install a Söll Glide-Loc Fall Arrest Systems including rail, on the ladder located on the outside the reservoir and on the ladder located inside the reservoir.

All safety climb devices shall comply with OSHA Regulation 1910.27. All safety climb devices outside the water compartment or inside the water compartment the material shall be stainless steel or aluminum.

Contractor shall furnish three removable locking prawns and six Elk River 67610 Peregrine Platinum Tower Climbing Harness, size L (one) size M (one), size S (one), and three shock absorbing Y-Type lanyard (Falltech 8259Y3).

The Rail shall start at the lower end of the ladder 24-inches above the bottom ladder rung. The rail shall end at the upper end of the ladder 18-inches above the top ladder rung (exterior) and end at roof (interior).

- 5) The Contractor shall construct a reinforced concrete splash pad at Reservoir No. 2. The pad shall be 4-feet wide and 20-feet in length. The thickness shall be 4-inches. Reinforcing steel shall be No. 3 Deformed Bars on 18-inch centers each way. Concrete strength shall be 3,000 psi compressive at 28-days, NCTCOG Class "A" Concrete.
- 6) The Contractor shall furnish and install new tank level indicator, as shown on the Plans. The work includes removal of the existing Target on Reservoir No. 1 and welding close all holes with welds ground smooth. Also included is a new 4-inch steel sleeve with flange welded to the roof. The system shall be Model VSTI-E020 as manufactured by Versa Steel or equal. The system shall include all appurtenances and be operational.

TS1.05 SCHEDULE

- A. Work order shall be issued no later than November 1, 2022. All reservoir painting work shall be completed, and the reservoir filled with water and placed into service no later than March 1, 2023. All site work shall be completed by April 28, 2023.
- B. The City will drain and refill the Reservoirs one time. The City requires 5 working days' notice to drain the Reservoir.
- C. Any residual water, silt and debris remaining after the City drains the Reservoir shall be removed by the Contractor.
- D. No work shall take place on a Reservoir until it is taken out of service by the City.
- E. The City will operate all water valves.
- F. The City will provide one fill of the reservoirs. If the reservoir fails disinfection the subsequent water to fill the reservoirs will be at Contractor's expense.
- G. Liquidated damages will be assessed based on overall contract time. Liquidated damages will be assessed for the overall contract time in the amount of \$1,000.00 per day if the contract time is exceeded.

LEAD TEST RESULTS

Results Show Lead Content Above 0.5%
by Weight, as Defined by HUD
On Reservoir No. 2 Exterior



geotechnical and construction materials consultants

August 22, 2021
Project No. 21582Q

Birkhoff, Hendricks & Carter, LLP
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
ATTN: Mr. John Birkhoff, P.E.
Phone: 214-361-7900
Email: jbirkhoff@bhcllp.com

**RE: Heavy Metals Testing for College Hills Ground Storage Reservoir
North Richland Hills, Texas**

Mr. Birkhoff,

As requested, Henley-Johnston & Associates, Inc. (HJA) provided sampling and testing services at the above referenced site to evaluate the levels of recognized heavy metals within the existing coatings on the College Hills Ground Storage Reservoir in North Richland Hills, Texas.

Paint samples were obtained by HJA and submitted to the laboratory Eurofins Xenco in Dallas, Texas for evaluation of heavy metal contents. These results were compared to the allowable limits for Residential and Industrial exposures per Chapter 335.568, Appendix II and Chapter 350 of the TCEQ Risk Reduction Standards. Results of this testing are attached and are summarized on Plate 1.

Based on these results, all three paint samples obtained from the tank contained levels of barium over the allowable limits for both Residential and Industrial Exposures. The paint sample from the north side of the tank also contained levels of soluble lead that were above acceptable levels for both Residential and Industrial Exposures.

We appreciate the opportunity to provide this proposal. If you desire any additional information, please do not hesitate to call.

Signed,
HENLEY-JOHNSTON & ASSOCIATES, INC.

James F. Phipps, P.E.
Vice President
Texas Firm Registration No. F-1238



The seal appearing on this document was authorized by James F. Phipps, P.E. 84778 on August 22, 2021.

SUMMARY OF LABORATORY RESULTS
PROJECT NO. 22892Q
EVALUATION OF PAINT AT COLLEGE HILLS GROUND STORAGE RESERVOIR
NORTH RICHLAND HILLS, TEXAS

TABLE 1
SUMMARY OF HEAVEY METAL CONCENTRATIONS
FOR PAINT/SOILD WASTE

METAL CONTAMINANT	MAXIMUM ALLOWABLE CONCENTRATIONS (mg/L) ¹	MEASURED CONCENTRATIONS ² (mg/kg)		
		LOCATION		
		North	South	East
Arsenic	5.0	<2.27	<2.38	<2.50
Barium	100.0	4420	6110	1880
Cadmium	1.0	<2.27	<2.38	<2.50
Total Chromium	5.0	<2.27	<2.38	<2.50
Lead	5.0	6.29	2.94	<2.50
Mercury	0.2	<0.02	<0.02	<0.02
Selenium	1.0	<6.82	<7.14	<7.50
Silver	5.0	<4.55	<4.75	<5.00

KEY

1. Title 40 CFR Chp. I Part 261 Subpart C Section 261.24 *Toxicity Characteristics for Hazardous Waste*
2. Measured concentrations were for total waste analysis. As allowed by TCEQ, results from total waste analysis (mg/kg) can be used as a substitute for Toxicity Characteristic Leaching Procedure (TCLP) tests (mg/L) if the total amount of sample material being tested is non-aqueous. The constituent metal is not considered hazardous only if the concentration is less than 20 times the maximum concentration allowed by the TCLP regulations.

Exceeds allowable limits.



HENLEY | JOHNSTON
& ASSOCIATES

geotechnical and construction materials consultants

**REPORT OF
COATING INSPECTION**

CLIENT: Birkhoff, Hendricks & Carter, LLP
11910 Greenville Avenue, Suite 600
Dallas TX 75243

PAGE 1 OF 1

PROJECT NO.: 22892Q
REPORT NO.: 22892Q-001
DATE OF SERVICE: 08/06/2021
AUTHORIZATION:
REPORT DATE: 08/13/2021

PROJECT: Ground Storage Tank in North Richland Hills
North Richland Hills, TX

On August 06, 2021, a representative of HJA arrived onsite to sample paint on existing Ground Storage Tank. The paint samples were taken to Eurofins Xenco in Dallas for 8RC8A Heavy Metal Testing. While onsite Dry Film Thickness measurements were taken of the existing paint. Please see attached reports.

Technician: Juan Garcia, Project Manager

HENLEY-JOHNSTON & ASSOCIATES

Report Distribution:

(1) Birkhoff, Hendricks & Carter, LLP
(1) John Birkhoff

Juan Garcia
Project Manager



HENLEY | JOHNSTON
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REPORT OF COATING INSPECTION

CLIENT: Birkhoff Hendricks & Carter
11910 Greenville Ave. #600
Dallas, Texas 75243

PAGE 1 OF 1
PROJECT NO: 22892Q
REPORT NO: 001
DATE OF SERVICE: 8/6/2021
AUTHORIZATION:
REPORT DATE: 8/13/2021

PROJECT: Ground Storage Tank
North Richland Hills, Texas

CONTRACTOR:

AREA(S) OF INSPECTION

Location: Exterior of 5 Million Gallon Ground Storage Tank

DRY FILM THICKNESS

DFT Gauge Used:

Area Inspected	Number of Readings	Low	High	Average	Comments
South Side Ground Level	12	5.9	9.2	7.8	N/A
East Side Ground Level	12	5.5	8.4	7.5	N/A
North Side Ground Level	12	6.0	8.1	7	N/A



Environment Testing
America

ANALYTICAL REPORT

Eurofins Xenco, Dallas
9701 Harry Hines Blvd
Dallas, TX 75220
Tel: (214)902-0300

Laboratory Job ID: 870-2282-1
Client Project/Site: GST NRH

For:
Henley- Johnston & Assoc., Inc.
235 Morgan Ave
Dallas, Texas 75203-1025

Attn: Juan Garcia

A handwritten signature in dark ink, appearing to read "Mike Kimmel".

Authorized for release by:
8/11/2021 7:01:57 PM

Mike Kimmel, Project Manager
(214)902-0300
mike.kimmel@eurofinset.com

LINKS

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results through
Total Access

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www.eurofinsus.com/Env

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Definitions/Glossary

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Qualifiers

Metals

Qualifier	Qualifier Description
U	Indicates the analyte was analyzed for but not detected.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Case Narrative

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Job ID: 870-2282-1

Laboratory: Eurofins Xenco, Dallas

Narrative

Job Narrative
870-2282-1

Comments

No additional comments.

Receipt

The samples were received on 8/5/2021 11:43 AM. Unless otherwise noted below, the samples arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 20.2° C.

Metals

Methods 6010C, 6010D: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 860-18238 and analytical batch 860-18520 were outside control limits. Sample matrix interference is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

Methods 7471A, 7471B: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 860-18125 and analytical batch 860-18224 were outside control limits. Sample matrix interference and/or non-homogeneity are suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Client Sample Results

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Client Sample ID: Paint Chips North

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-1

Matrix: Solid

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<2.27	U	2.27		mg/Kg		08/09/21 14:34	08/10/21 23:10	1
Barium	4420		22.7		mg/Kg		08/09/21 14:34	08/11/21 12:25	10
Cadmium	<2.27	U	2.27		mg/Kg		08/09/21 14:34	08/10/21 23:10	1
Chromium	<2.27	U	2.27		mg/Kg		08/09/21 14:34	08/10/21 23:10	1
Lead	6.29		2.27		mg/Kg		08/09/21 14:34	08/10/21 23:10	1
Selenium	<6.82	U	6.82		mg/Kg		08/09/21 14:34	08/10/21 23:10	1
Silver	<4.55	U	4.55		mg/Kg		08/09/21 14:34	08/10/21 23:10	1

Method: 7471A - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0200	U	0.0200		mg/Kg		08/09/21 08:00	08/09/21 11:45	1

Client Sample ID: Paint Chips South

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-2

Matrix: Solid

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<2.38	U	2.38		mg/Kg		08/09/21 14:34	08/10/21 23:14	1
Barium	6110		47.6		mg/Kg		08/09/21 14:34	08/11/21 12:29	20
Cadmium	<2.38	U	2.38		mg/Kg		08/09/21 14:34	08/10/21 23:14	1
Chromium	<2.38	U	2.38		mg/Kg		08/09/21 14:34	08/10/21 23:14	1
Lead	2.94		2.38		mg/Kg		08/09/21 14:34	08/10/21 23:14	1
Selenium	<7.14	U	7.14		mg/Kg		08/09/21 14:34	08/10/21 23:14	1
Silver	<4.76	U	4.76		mg/Kg		08/09/21 14:34	08/10/21 23:14	1

Method: 7471A - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0196	U	0.0196		mg/Kg		08/09/21 08:00	08/09/21 11:46	1

Client Sample ID: Paint Chips East

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-3

Matrix: Solid

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<2.50	U	2.50		mg/Kg		08/09/21 14:34	08/10/21 23:18	1
Barium	1880		25.0		mg/Kg		08/09/21 14:34	08/11/21 12:32	10
Cadmium	<2.50	U	2.50		mg/Kg		08/09/21 14:34	08/10/21 23:18	1
Chromium	<2.50	U	2.50		mg/Kg		08/09/21 14:34	08/10/21 23:18	1
Lead	<2.50	U	2.50		mg/Kg		08/09/21 14:34	08/10/21 23:18	1
Selenium	<7.50	U	7.50		mg/Kg		08/09/21 14:34	08/10/21 23:18	1
Silver	<5.00	U	5.00		mg/Kg		08/09/21 14:34	08/10/21 23:18	1

Method: 7471A - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.0175	U	0.0175		mg/Kg		08/09/21 08:00	08/09/21 11:48	1

QC Sample Results

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Method: 6010C - Metals (ICP)

Lab Sample ID: MB 860-18238/1-A
Matrix: Solid
Analysis Batch: 18520

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 18238

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<0.962	U	0.962		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Barium	<0.962	U	0.962		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Cadmium	<0.962	U	0.962		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Chromium	<0.962	U	0.962		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Lead	<0.962	U	0.962		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Selenium	<2.88	U	2.88		mg/Kg		08/09/21 14:34	08/10/21 22:20	1
Silver	<1.92	U	1.92		mg/Kg		08/09/21 14:34	08/10/21 22:20	1

Lab Sample ID: LCS 860-18238/2-A
Matrix: Solid
Analysis Batch: 18520

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 18238

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Arsenic	96.2	96.20		mg/Kg		100	80 - 120
Barium	96.2	96.63		mg/Kg		100	80 - 120
Cadmium	96.2	96.30		mg/Kg		100	80 - 120
Chromium	96.2	101.2		mg/Kg		105	80 - 120
Lead	96.2	100.1		mg/Kg		104	80 - 120
Selenium	96.2	95.68		mg/Kg		100	80 - 120
Silver	48.1	48.40		mg/Kg		101	80 - 120

Lab Sample ID: LCSD 860-18238/3-A
Matrix: Solid
Analysis Batch: 18520

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 18238

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Arsenic	98.0	99.26		mg/Kg		101	80 - 120	3	20
Barium	98.0	98.63		mg/Kg		101	80 - 120	2	20
Cadmium	98.0	98.26		mg/Kg		100	80 - 120	2	20
Chromium	98.0	102.9		mg/Kg		105	80 - 120	2	20
Lead	98.0	102.0		mg/Kg		104	80 - 120	2	20
Selenium	98.0	97.19		mg/Kg		99	80 - 120	2	20
Silver	49.0	49.64		mg/Kg		101	80 - 120	3	20

Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 860-18125/10-A
Matrix: Solid
Analysis Batch: 18224

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 18125

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.000200	U	0.000200		mg/Kg		08/09/21 08:00	08/09/21 11:30	1

Lab Sample ID: LCS 860-18125/11-A
Matrix: Solid
Analysis Batch: 18224

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 18125

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Mercury	0.00200	0.002033		mg/Kg		102	80 - 120

Eurofins Xenco, Dallas

QC Sample Results

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Method: 7471A - Mercury (CVAA) (Continued)

Lab Sample ID: LCSD 860-18125/12-A

Matrix: Solid

Analysis Batch: 18224

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Prep Batch: 18125

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Mercury	0.00200	0.001979		mg/Kg		99	80 - 120	3	20

QC Association Summary

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Metals

Prep Batch: 18125

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
870-2282-1	Paint Chips North	Total/NA	Solid	7471A	
870-2282-2	Paint Chips South	Total/NA	Solid	7471A	
870-2282-3	Paint Chips East	Total/NA	Solid	7471A	
MB 860-18125/10-A	Method Blank	Total/NA	Solid	7471A	
LCS 860-18125/11-A	Lab Control Sample	Total/NA	Solid	7471A	
LCSD 860-18125/12-A	Lab Control Sample Dup	Total/NA	Solid	7471A	

Analysis Batch: 18224

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
870-2282-1	Paint Chips North	Total/NA	Solid	7471A	18125
870-2282-2	Paint Chips South	Total/NA	Solid	7471A	18125
870-2282-3	Paint Chips East	Total/NA	Solid	7471A	18125
MB 860-18125/10-A	Method Blank	Total/NA	Solid	7471A	18125
LCS 860-18125/11-A	Lab Control Sample	Total/NA	Solid	7471A	18125
LCSD 860-18125/12-A	Lab Control Sample Dup	Total/NA	Solid	7471A	18125

Prep Batch: 18238

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
870-2282-1	Paint Chips North	Total/NA	Solid	3051A	
870-2282-2	Paint Chips South	Total/NA	Solid	3051A	
870-2282-3	Paint Chips East	Total/NA	Solid	3051A	
MB 860-18238/1-A	Method Blank	Total/NA	Solid	3051A	
LCS 860-18238/2-A	Lab Control Sample	Total/NA	Solid	3051A	
LCSD 860-18238/3-A	Lab Control Sample Dup	Total/NA	Solid	3051A	

Analysis Batch: 18520

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
870-2282-1	Paint Chips North	Total/NA	Solid	6010C	18238
870-2282-2	Paint Chips South	Total/NA	Solid	6010C	18238
870-2282-3	Paint Chips East	Total/NA	Solid	6010C	18238
MB 860-18238/1-A	Method Blank	Total/NA	Solid	6010C	18238
LCS 860-18238/2-A	Lab Control Sample	Total/NA	Solid	6010C	18238
LCSD 860-18238/3-A	Lab Control Sample Dup	Total/NA	Solid	6010C	18238

Analysis Batch: 18598

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
870-2282-1	Paint Chips North	Total/NA	Solid	6010C	18238
870-2282-2	Paint Chips South	Total/NA	Solid	6010C	18238
870-2282-3	Paint Chips East	Total/NA	Solid	6010C	18238

Lab Chronicle

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Client Sample ID: Paint Chips North

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-1

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.22 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		1			18520	08/10/21 23:10	DP	XEN STF
Total/NA	Prep	3051A			.22 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		10			18598	08/11/21 12:25	DP	XEN STF
Total/NA	Prep	7471A			.50 g	50 mL	18125	08/09/21 08:00	AGR	XEN STF
Total/NA	Analysis	7471A		1			18224	08/09/21 11:45	AV	XEN STF

Client Sample ID: Paint Chips South

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-2

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.21 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		1			18520	08/10/21 23:14	DP	XEN STF
Total/NA	Prep	3051A			.21 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		20			18598	08/11/21 12:29	DP	XEN STF
Total/NA	Prep	7471A			.51 g	50 mL	18125	08/09/21 08:00	AGR	XEN STF
Total/NA	Analysis	7471A		1			18224	08/09/21 11:46	AV	XEN STF

Client Sample ID: Paint Chips East

Date Collected: 08/05/21 11:00

Date Received: 08/05/21 11:43

Lab Sample ID: 870-2282-3

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.20 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		1			18520	08/10/21 23:18	DP	XEN STF
Total/NA	Prep	3051A			.20 g	50 mL	18238	08/09/21 14:34	PB	XEN STF
Total/NA	Analysis	6010C		10			18598	08/11/21 12:32	DP	XEN STF
Total/NA	Prep	7471A			.57 g	50 mL	18125	08/09/21 08:00	AGR	XEN STF
Total/NA	Analysis	7471A		1			18224	08/09/21 11:48	AV	XEN STF

Laboratory References:

XEN STF = Eurofins Xenco, Stafford, 4147 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200

Accreditation/Certification Summary

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Laboratory: Eurofins Xenco, Stafford

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Texas	NELAP	T104704215-21-44	06-30-22

Method Summary

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

Method	Method Description	Protocol	Laboratory
6010C	Metals (ICP)	SW846	XEN STF
7471A	Mercury (CVAA)	SW846	XEN STF
3051A	Preparation, Metals, Microwave Assisted	SW846	XEN STF
7471A	Preparation, Mercury	SW846	XEN STF

Protocol References:

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

XEN STF = Eurofins Xenco, Stafford, 4147 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200

Sample Summary

Client: Henley- Johnston & Assoc., Inc.
Project/Site: GST NRH

Job ID: 870-2282-1

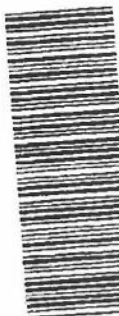
Lab Sample ID	Client Sample ID	Matrix	Collected	Received
870-2282-1	Paint Chips North	Solid	08/05/21 11:00	08/05/21 11:43
870-2282-2	Paint Chips South	Solid	08/05/21 11:00	08/05/21 11:43
870-2282-3	Paint Chips East	Solid	08/05/21 11:00	08/05/21 11:43



Chain of Custody

Houston, TX (281) 240-4200, Dallas, TX (214) 902-0300
Midland, TX (432) 704-5440, San Antonio, TX (210) 509-3334
El Paso, TX (915) 585-3443, Lubbock, TX (806) 794-1296
Hobbs, NM (575) 392-7550, Carlsbad, NM (575) 988-3199

Environment Testing
Xenco

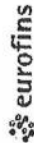


70-2282 Chain of Custody

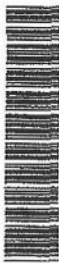
Project Manager: Juan Garcia	Bill to: (if different) Hinkley-Johnston & Associates	Company Name: 235 Morgan Av	Address: Dallas, TX	City, State ZIP: 214 941 3808	Email: js Garcia@hja-eng.com
Project Name: GST NRAH	Project Number: North Richmond Hills	Project Location: Paint Chips North	Sampler's Name: South	PO #:	
<p>SAMPLE RECEIPT</p> <p>Samples Received Intact: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Thermometer ID: IR2</p> <p>Cooler Custody Seals: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Correction Factor: -0.2</p> <p>Sample Custody Seals: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Temperature Reading: 20.4</p> <p>Total Containers: 20.2</p>					
<p>Turn Around</p> <p><input checked="" type="checkbox"/> Routine <input type="checkbox"/> Rush</p> <p>Due Date:</p> <p>TAT starts the day received by the lab, if received by 4:30pm</p>					
<p>ANALYSIS REQUEST</p> <p>Parameters</p> <p>8RCRA</p>					
<p>Sample Identification</p> <p>Matrix</p> <p>Date Sampled: 8/5</p> <p>Time Sampled: 11:00A</p> <p>Depth: ↓</p> <p>Grab/Comp: ↓</p> <p># of Cont: 1</p>					
<p>Preservative Codes</p> <p>None: NO</p> <p>DI Water: H₂O</p> <p>Cool: Cool</p> <p>MeOH: Me</p> <p>HCL: HC</p> <p>HNO₃: HN</p> <p>H₂SO₄: H₂</p> <p>NaOH: Na</p> <p>H₃PO₄: HP</p> <p>NaHSO₄: NABIS</p> <p>Na₂S₂O₃: NaSO₃</p> <p>Zn Acetate+NaOH: Zn</p> <p>NaOH+Ascorbic Acid: SAPC</p>					
<p>Sample Comments</p>					
<p>Work Order Comments</p>					
<p>Program: <input type="checkbox"/> UST/PST <input type="checkbox"/> PRP <input type="checkbox"/> Brownfields <input type="checkbox"/> RRC <input type="checkbox"/> Superfund</p> <p>State of Project: <input type="checkbox"/> Level II <input type="checkbox"/> Level III <input type="checkbox"/> PST/UST <input type="checkbox"/> TRRP <input type="checkbox"/> Level IV</p> <p>Reporting: <input type="checkbox"/> Level II <input type="checkbox"/> Level III <input type="checkbox"/> PST/UST <input type="checkbox"/> TRRP <input type="checkbox"/> Level IV</p> <p>Deliverables: <input type="checkbox"/> EDD <input type="checkbox"/> ADAPT <input type="checkbox"/> Other:</p>					
<p>Circle Method(s) and Metal(s) to be analyzed</p> <p>8RCRA 13PPM Texas 11 Al Sb As Ba Be B Cd Ca Cr Co Cu Fe Pb Mg Mn Mo Ni K Se Ag SiO₂ Na Sr Ti Sn U V Zn</p> <p>TCLP/SPLP 6010 : 8RCRA Sb As Ba Be Cd Cr Co Cu Pb Mn Mo Ni Se Ag Ti U Hg: 1631 / 245.1 / 7470 / 7471</p>					
<p>Notice: Signature of this document and relinquishment of samples constitutes a valid purchase order from client company to Eurofins Xenco, its affiliates and subcontractors. It assigns standard terms and conditions of service. Eurofins Xenco will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Xenco. A minimum charge of \$85.00 will be applied to each project and a charge of \$5 for each sample submitted to Eurofins Xenco, but not analyzed. These terms will be enforced unless previously negotiated.</p>					
Relinquished by: (Signature)		Received by: (Signature)		Date/Time	
[Signature]		[Signature]		8-5-21 11:43	

Eurofins Xenco, Dallas
9701 Harry Hines Blvd
Dallas, TX 75220
Phone: 214-902-0300

Chain of Custody Record



Environment Testing
America



8/11/2021

Client Information (Sub Contract Lab)		Sampler	Lab Pmt	Carrier Tracking No(s):	COC No:						
Client Contact: Shipping/Receiving Company Eurofins Xenco		Phone:	Kimmel, Mike	State of Origin: Texas	870-1053-1						
Address: 4147 Greenbriar Dr, City Stafford		Project Name: GST NRH	E-Mail: mike.kimmel@eurofinset.com	Accreditations Required (See note): NELAP Texas	Page: Page 1 of 1						
State, Zip: TX, 77477		Project #: 87000625	Due Date Requested: 8/11/2021		Job #: 870-2282-1						
Phone: 281-240-4200(Tel)		SSON#:	Analysis Requested		Preservation Codes:						
Email:			TAT Requested (days):		A-HCl B-None C-NaOH D-Zn Acetate E-Nitric Acid F-NaHSO4 G-MeOH H-Archlor I-TSP Dodecahydrate J-Ice K-DI Water L-MCAA M-pH 4.5 N-EDTA O-Other						
Sample Identification - Client ID (Lab ID)		Sample Date	Sample Time	Sample Type (C=comp, G=grab)	Matrix (W=water, S=solid, O=soil, BT=Tissue, AA=Air)	Field Filled Sample (Yes or No)	Perform MS/MSD (Yes or No)	6010C/3051A RCRA 8 (excl. Hg)	7471A/7471A Prep Hg-7471A	Total Number of Containers	Special Instructions/Note:
Paint Chips North (870-2282-1)	8/5/21	11:00	Central	Solid		X	X	X		1	
Paint Chips South (870-2282-2)	8/5/21	11:00	Central	Solid		X	X	X		1	
Paint Chips East (870-2282-3)	8/5/21	11:00	Central	Solid		X	X	X		1	
Note: Since laboratory accreditations are subject to change, Eurofins Xenco LLC places the ownership of method, analyte & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State or origin listed above for analysis of the matrix being analyzed, the samples must be shipped back to the Eurofins Xenco LLC laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Xenco LLC attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Xenco LLC.											
Possible Hazard Identification											
Unconfirmed											
Deliverable Requested: I, II, III, IV Other (specify)											
Primary Deliverable Rank: 2											
Empty Kit Relinquished by											
Relinquished by: [Signature]											
Relinquished by: [Signature]											
Relinquished by: [Signature]											
Custody Seals Intact: <input type="checkbox"/> Yes <input type="checkbox"/> No											
Custody Seal No.											
Received by: [Signature]											
Received by: [Signature]											
Received by: [Signature]											
Cooler Temperature(s) °C and Other Remarks:											
Temp: 4.0 IR ID HOU-188											
C/F: +0.2											
Corrected Temp 4.2											
Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)											
<input type="checkbox"/> Return To Client <input type="checkbox"/> Disposal By Lab <input type="checkbox"/> Archive For _____ Months											
Special Instructions/QC Requirements:											

Login Sample Receipt Checklist

Client: Henley- Johnston & Assoc.,Inc.

Job Number: 870-2282-1

Login Number: 2282

List Source: Eurofins Xenco, Dallas

List Number: 1

Creator: Gibbs, Chloe G

Question	Answer	Comment
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	N/A	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	N/A	

Login Sample Receipt Checklist

Client: Henley- Johnston & Assoc.,Inc.

Job Number: 870-2282-1

Login Number: 2282

List Number: 2

Creator: Edralin, Jhyrom

List Source: Eurofins Xenco, Stafford

List Creation: 08/06/21 11:47 AM

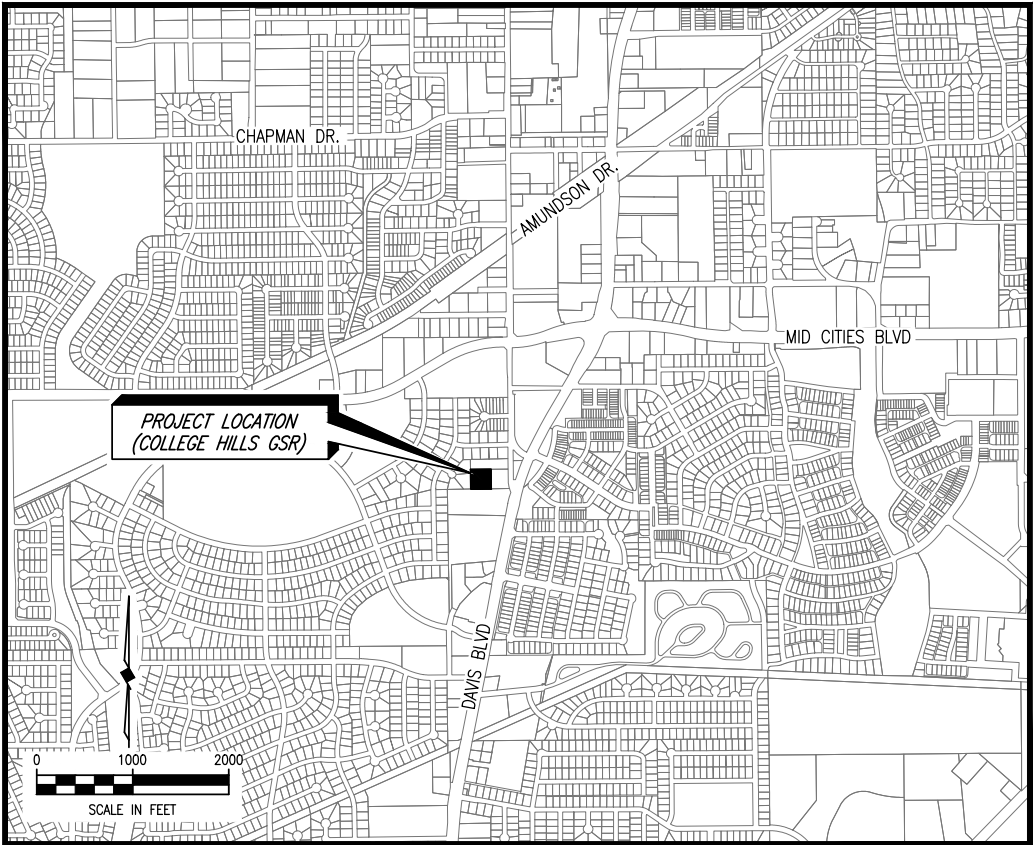
Question	Answer	Comment
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	

CONSTRUCTION PLANS

CITY OF NORTH RICHLAND HILLS, TEXAS



CONSTRUCTION PLANS FOR: **COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITATION**



LOCATION MAP

SHEET INDEX

SHEET NO.	SHEET TITLE
1	LOCATION MAP AND SHEET INDEX
2	GENERAL NOTES
3	SITE AERIAL PLAN
4	EXISTING SITE PLAN PHOTOS
5	EXISTING OVERALL SITE PLAN
6	EXISTING SITE PLAN PHOTOS
7	PUMP STATION BUILDING DOOR PHOTOS
8	SITE IMPROVEMENTS
9	RESERVOIR ROOF PLAN
10	MISCELLANEOUS DETAILS
11	MISCELLANEOUS DETAILS
12	MISCELLANEOUS DETAILS
13	MISCELLANEOUS DETAILS

Reviewed By

Date

PREPARED BY
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

JULY 2022



John W. Birkhoff
7/6/2022

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GENERAL CONSTRUCTION NOTES

- 1. All construction, materials and workmanship shall conform to Standard Specifications for Public Works Construction, North Central Texas Council of Governments (NCTCOG Standard Specifications) Fifth Edition unless otherwise noted.
- 2. The Contractor shall provide temporary drainage measures during construction.
- 3. Bracing of utility poles may be required by utility companies when trenching or excavation is in close proximity to the poles. The cost of bracing poles will be borne by the Contractor. There is no separate pay item for this work. The cost shall be considered incidental work.
- 4. The locations, elevations and dimensions of existing utilities shown on the plans were obtained from Dig Tess and/or available utility company records and plans and are considered approximate. It shall be the Contractor's responsibility to verify locations, elevations, and dimensions of adjacent and/or conflicting utilities sufficiently in advance of construction in order that adjustments can be made to provide adequate clearances. The Contractor shall preserve and protect public utilities at all times during construction. Any damage to utilities resulting from Contractor's operations shall be restored at the Contractor's expense. The Engineer shall be notified when proposed improvements conflict with utility grades.
- 5. The Contractor shall immediately repair or replace any physical damage to private property, including, but not limited to fences, walls, pavement, grass, trees, planters and lawn sprinkler and irrigation systems at no cost to the owner. This work shall be subsidiary to the contract, unless otherwise noted.
- 6. The Contractor shall cut and plug all irrigation lines to be crossed along the project prior to construction. After construction is complete, the Contractor shall reconnect the systems to original or better condition, at no cost to the owner. All work shall be completed by an irrigator licensed in the State of Texas.
- 7. The Contractor shall remove and properly dispose of surplus material from the project area. This work shall be subsidiary to the contract and is not a separate pay item.
- 8. The Contractor shall sawcut, remove and properly dispose of existing pavements, curb and gutter, inlets, driveways and sidewalks.

- 9. The Contractor shall vegetate all areas disturbed by construction. The Contractor shall provide whatever measures are needed, including temporary irrigation and mowing, to ensure establishment of grass. Unless otherwise noted, private lawn areas and parkways in front of private lawn areas disturbed by construction shall be replaced with block sod of a similar grass to that existing. Contractor to water and establish vegetation twice a day for a period of 4 weeks or until grass is established as determined by the City. Work shall be in accordance with NCTCOG Item 202.
- 10. The Contractor shall protect all trees in the project area and temporary easements during construction. No tree shall be removed unless marked and approved for removal by the City.
- 11. The Contractor shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots along the route of the project. All such measures shall be considered incidental work. Contractor shall inspect the work site in advance and arrange to have any tree limbs pruned that might be damaged by equipment operations. The City shall be notified at least 24 hours prior to any tree trimming work. Nothing shall be stored over the tree root system within the drip line limits of any tree. The Contractor shall employ a qualified landscaper for all work required for tree care to ensure utilization of the best agricultural practices and procedures.
- 12. All fences to remain in original undisturbed condition unless otherwise noted.
- 13. It will be the responsibility of the contractor to protect all public utilities in the construction of this project. All manholes, cleanouts, valve boxes, fire hydrants, etc. not shown to be abandoned, must be adjusted to finished grade by the contractor. All utility location and grade adjustment are subsidiary except for those included as pay items.

SIDEWALK REPLACEMENT NOTE

- 1. Sidewalk removal shall be from joint to joint. Sawcut shall be at existing joint. Connection to existing sidewalk shall be with reflex expansion joint material (J D Russell Company). Full panel replacement required.



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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



John W. Birkhoff
7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITAION
SITE AERIAL PLAN

BHC
PROJECT NO.
2021-129

JULY 2022

SHEET NO.

3

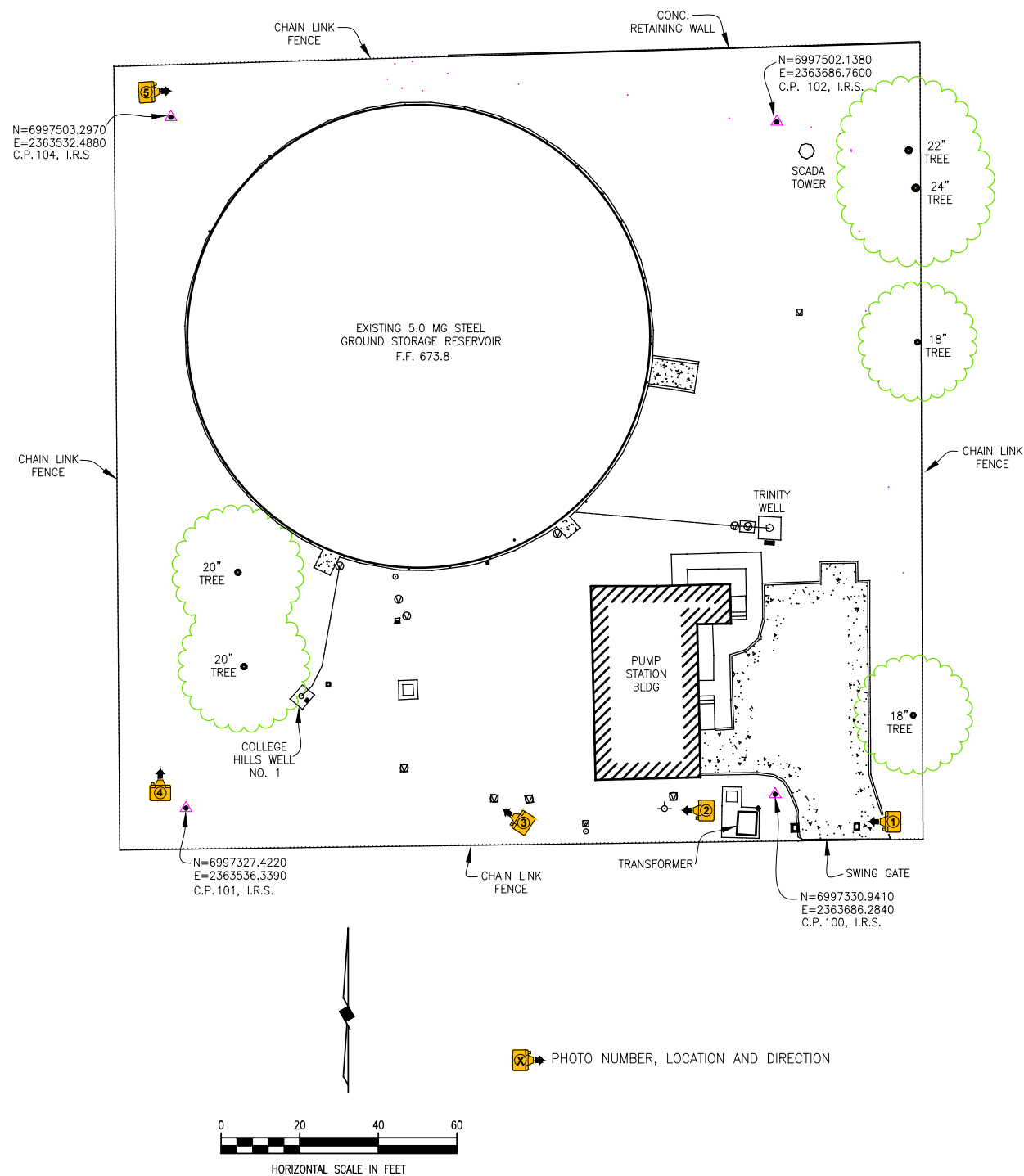


PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4

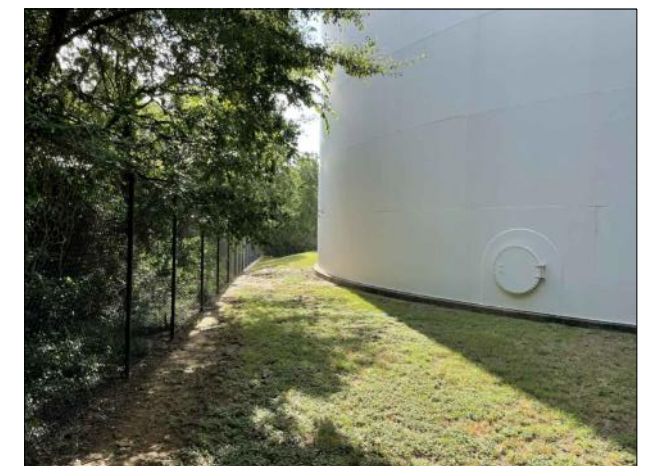
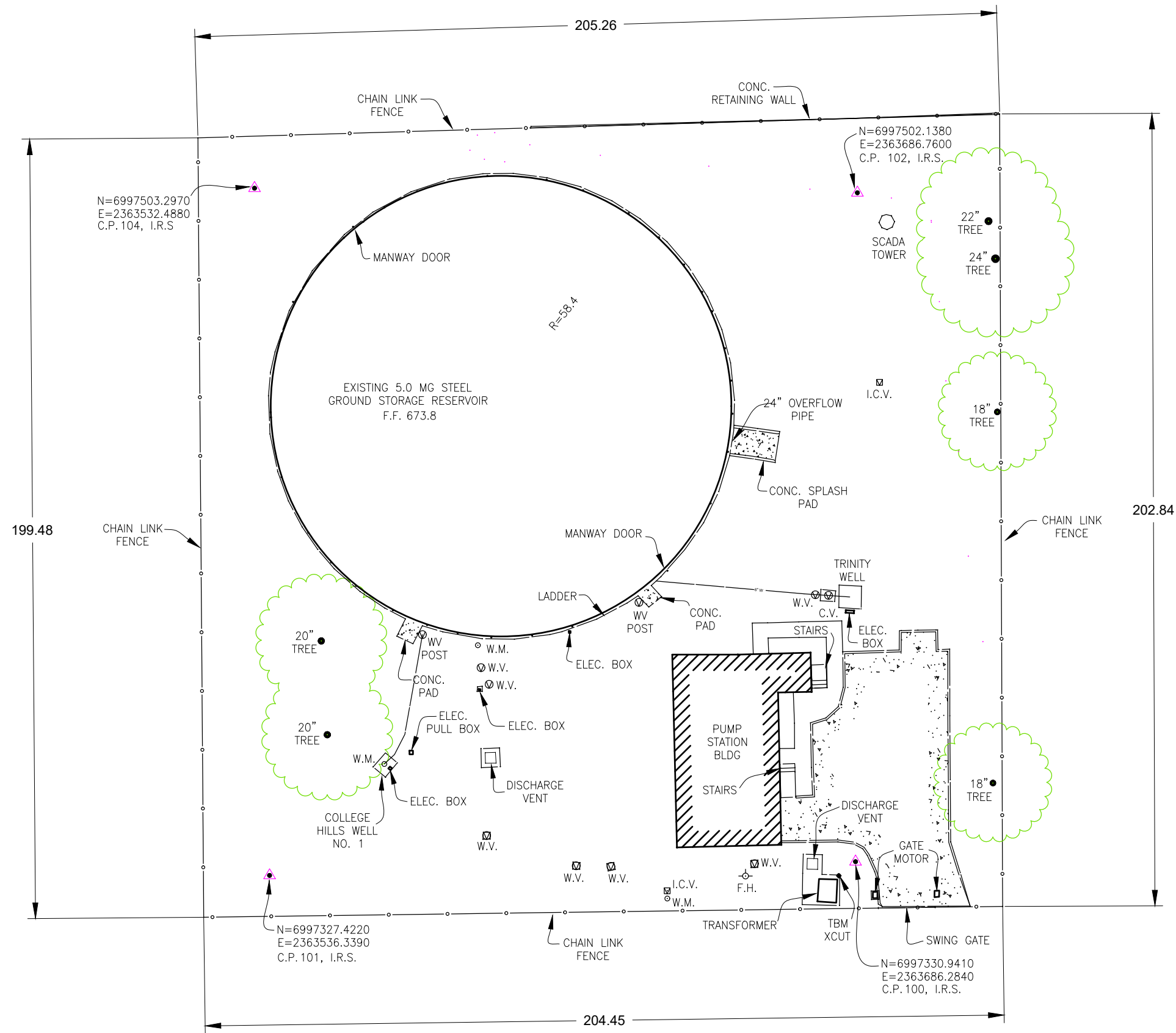


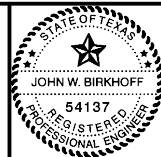
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<p>REVISED: 7/5/22 - JYORK</p> <p>H:\Projects\N-Richland\2021-129 College Hills GSR Rehabilitation\Sheets\2021129_Camera_Site_Plan.dwg</p>	<p>These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.</p>	<p>BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPE Firm No. 526; TBPLS Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900</p>	<p>STATE OF TEXAS JOHN W. BIRKHOFF 54137 REGISTERED PROFESSIONAL ENGINEER</p>	<p><i>John W. Birkhoff</i> 7/6/2022</p>	<p>CITY OF NORTH RICHLAND HILLS, TEXAS COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITAION EXISTING SITE PLAN PHOTOS</p>	<p>BHC PROJECT NO. 2021-129 JULY 2022</p>	<p>SHEET NO. 4</p>
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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



John W. Birkhoff
7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITATION
EXISTING OVERALL SITE PLAN

BHC
PROJECT NO.
2021-129
JULY 2022

SHEET NO.
5

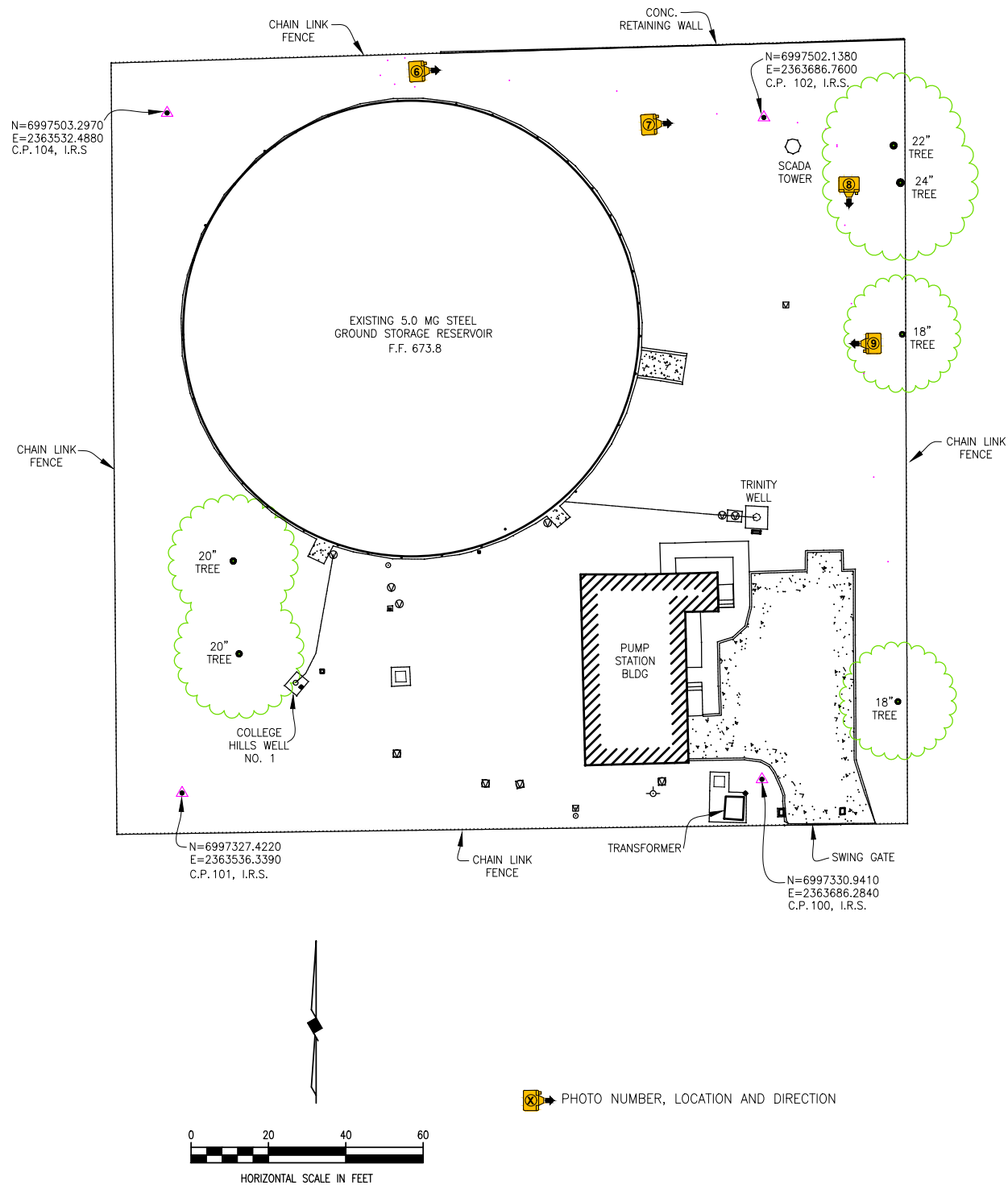


PHOTO 6



PHOTO 7



PHOTO 8



PHOTO 9

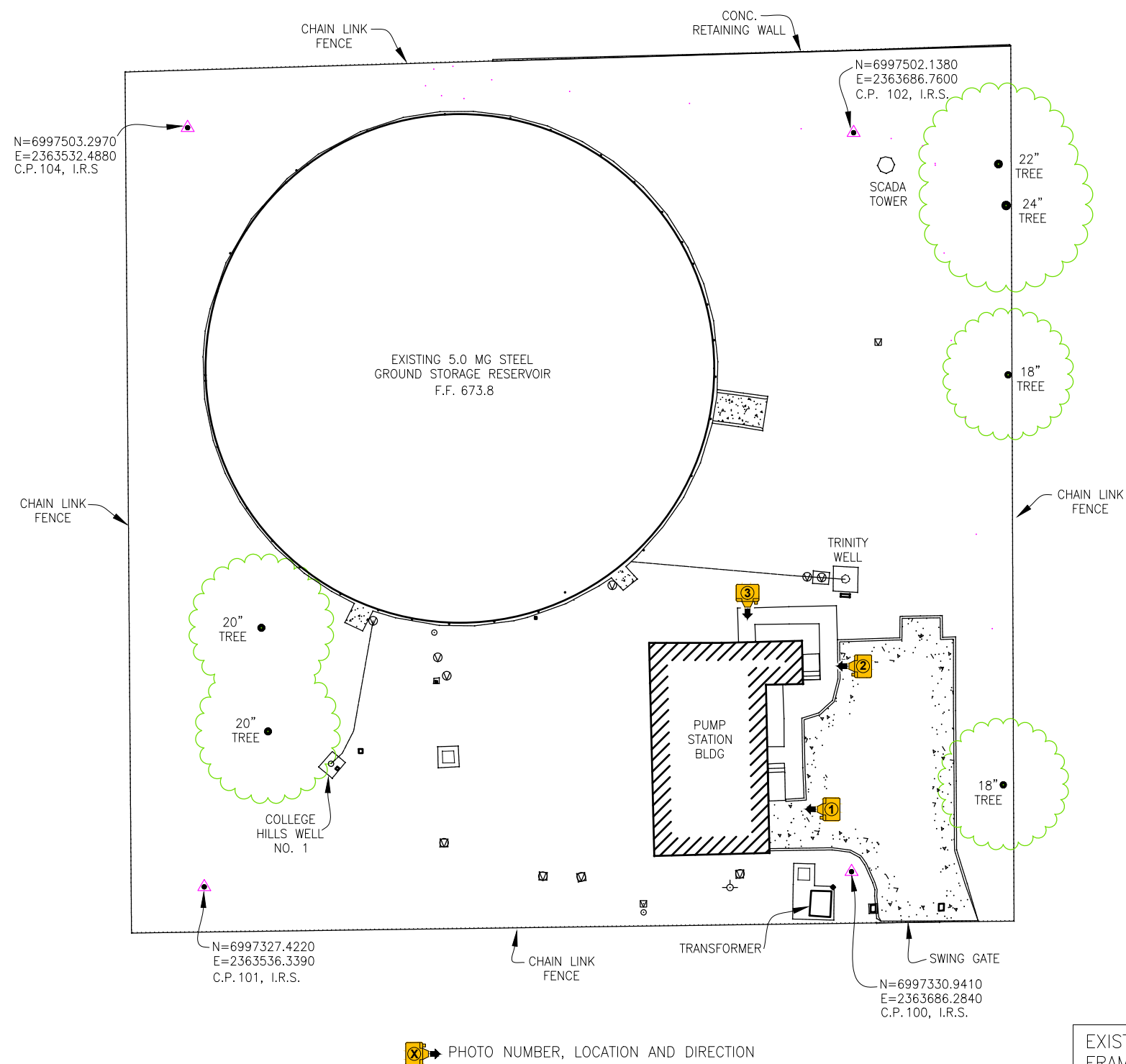


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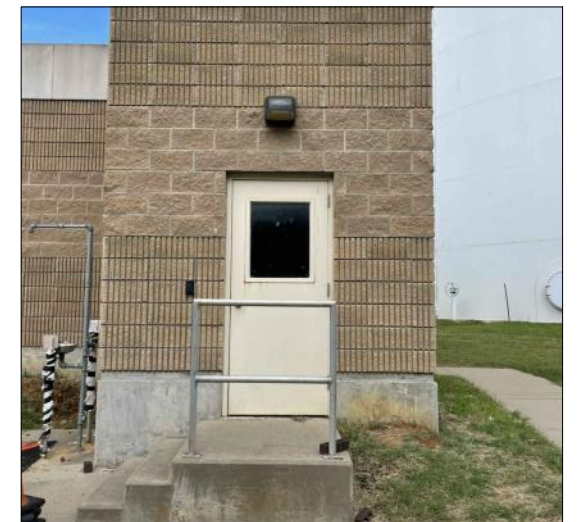


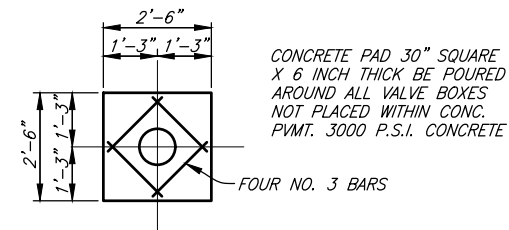
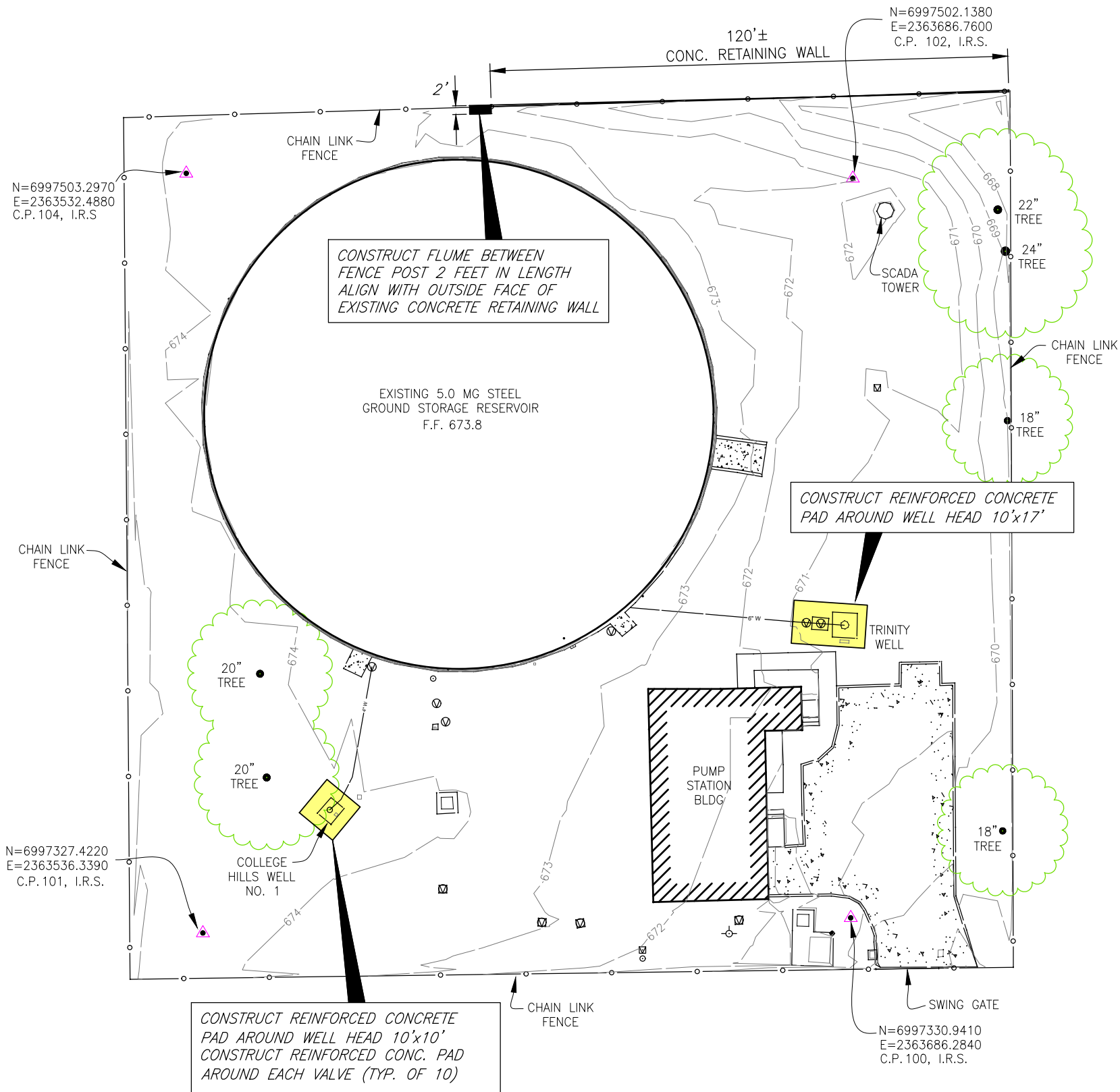
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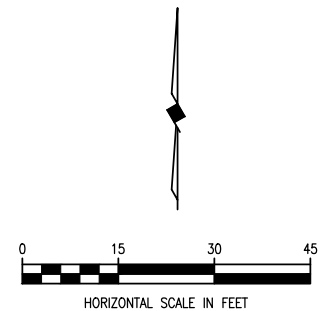
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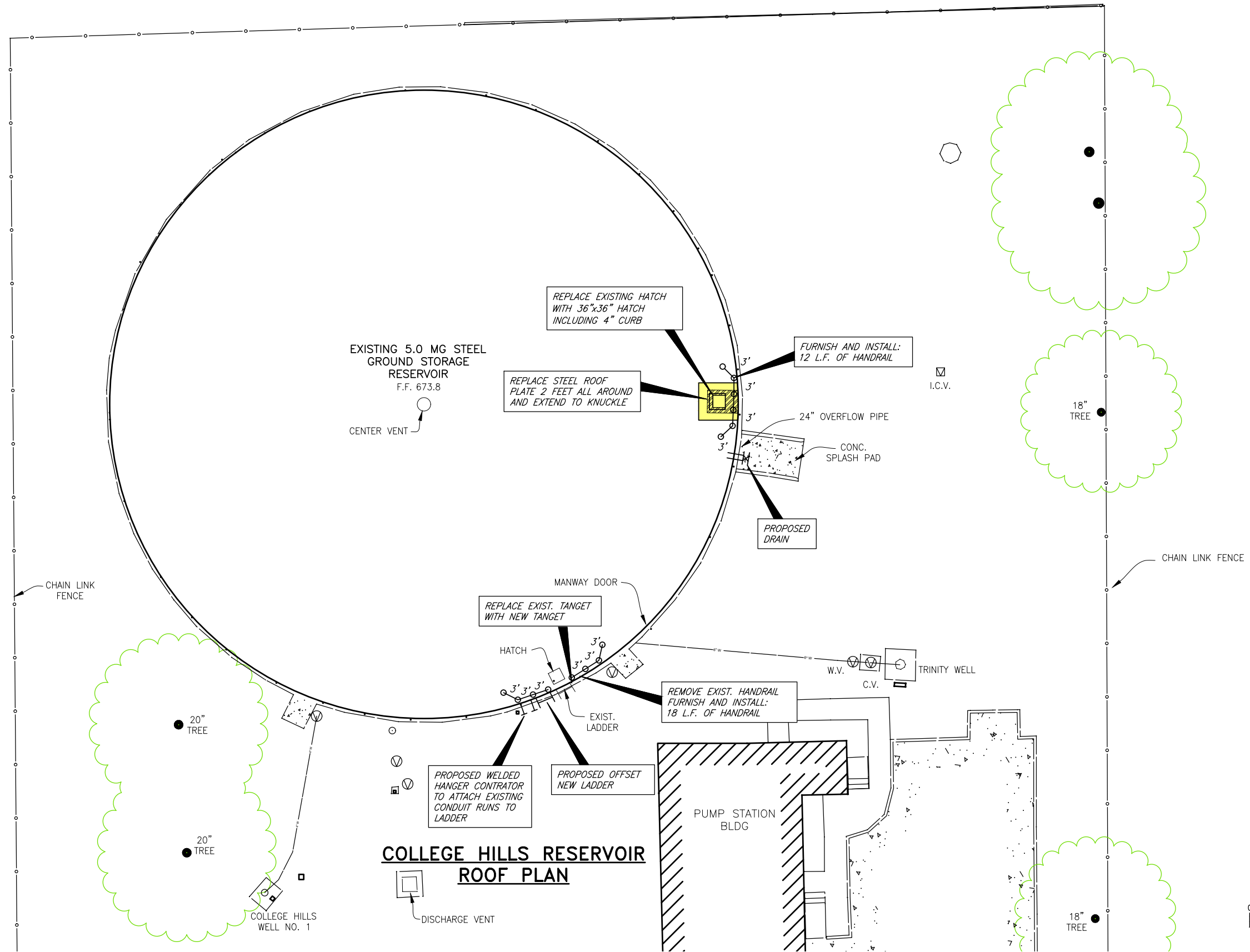
EXISTING STEEL DOORS AND FRAMES TO BE SANDED AND PAINTED. THREE TOTAL.

<div></div> <div></div> <div></div> <div></div> <div></div>	<p>These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.</p>	<p>BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPE Firm No. 526; TBPLS Firm No. 10031800 11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900</p>		<p><i>John W. Birkhoff</i> 7/6/2022</p>	<p>CITY OF NORTH RICHLAND HILLS, TEXAS COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITAION PUMP STATION BUILDING DOOR PHOTOS</p>	<p>BHC PROJECT NO. 2021-129 JULY 2022</p>	<p>SHEET NO. 7</p>
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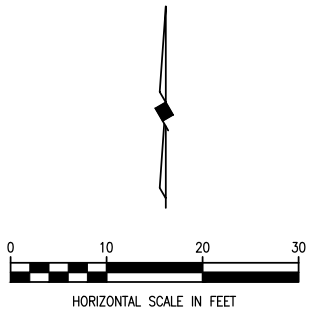


**VALVE BOX REINFORCED
CONCRETE PAD**
NOT TO SCALE





**COLLEGE HILLS RESERVOIR
ROOF PLAN**



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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

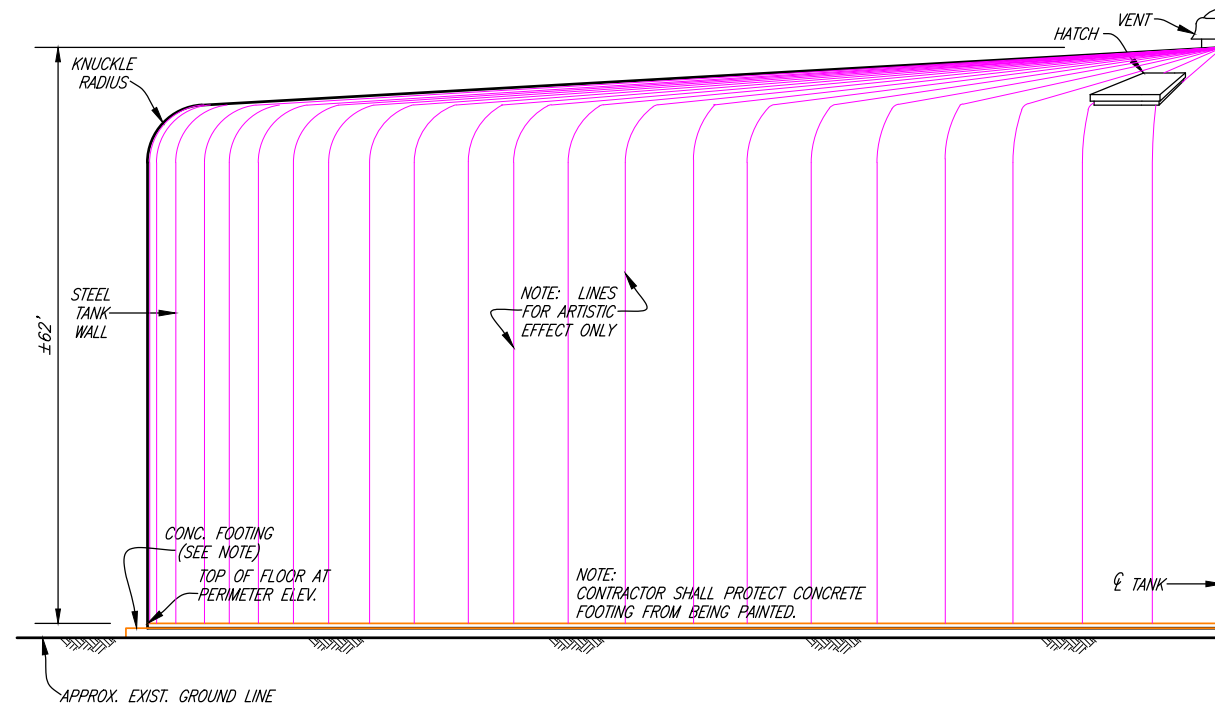


John W. Birkhoff
 7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITATION
RESERVOIR ROOF PLAN

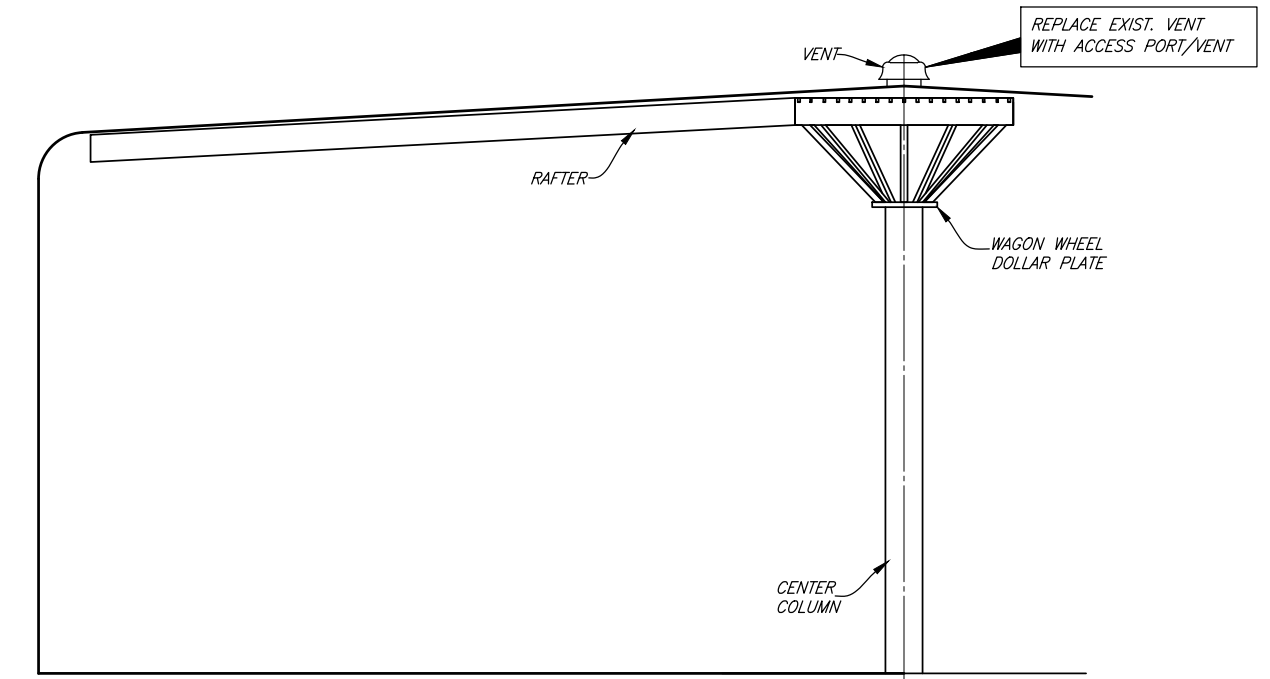
BHC
 PROJECT NO.
 2021-129
 JULY 2022

SHEET NO.
9



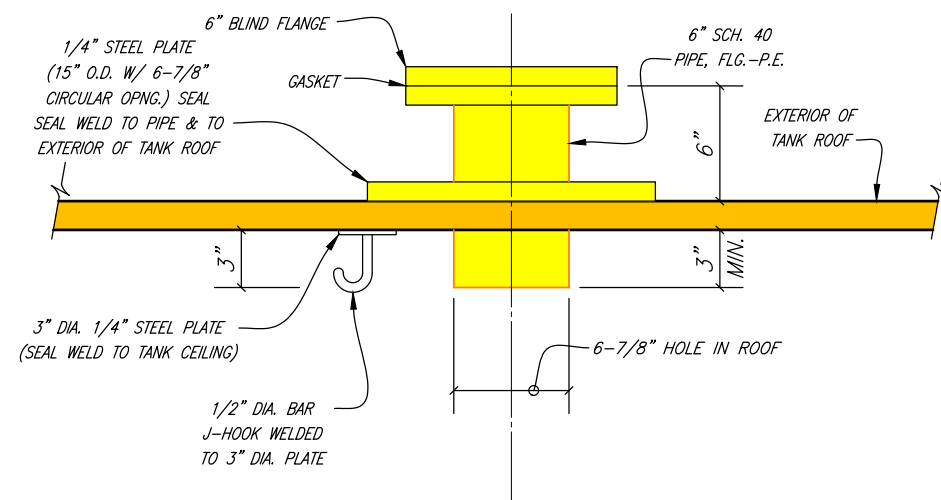
STEEL TANK HALF-ELEVATION

NO SCALE



CENTER COLUMN DETAIL

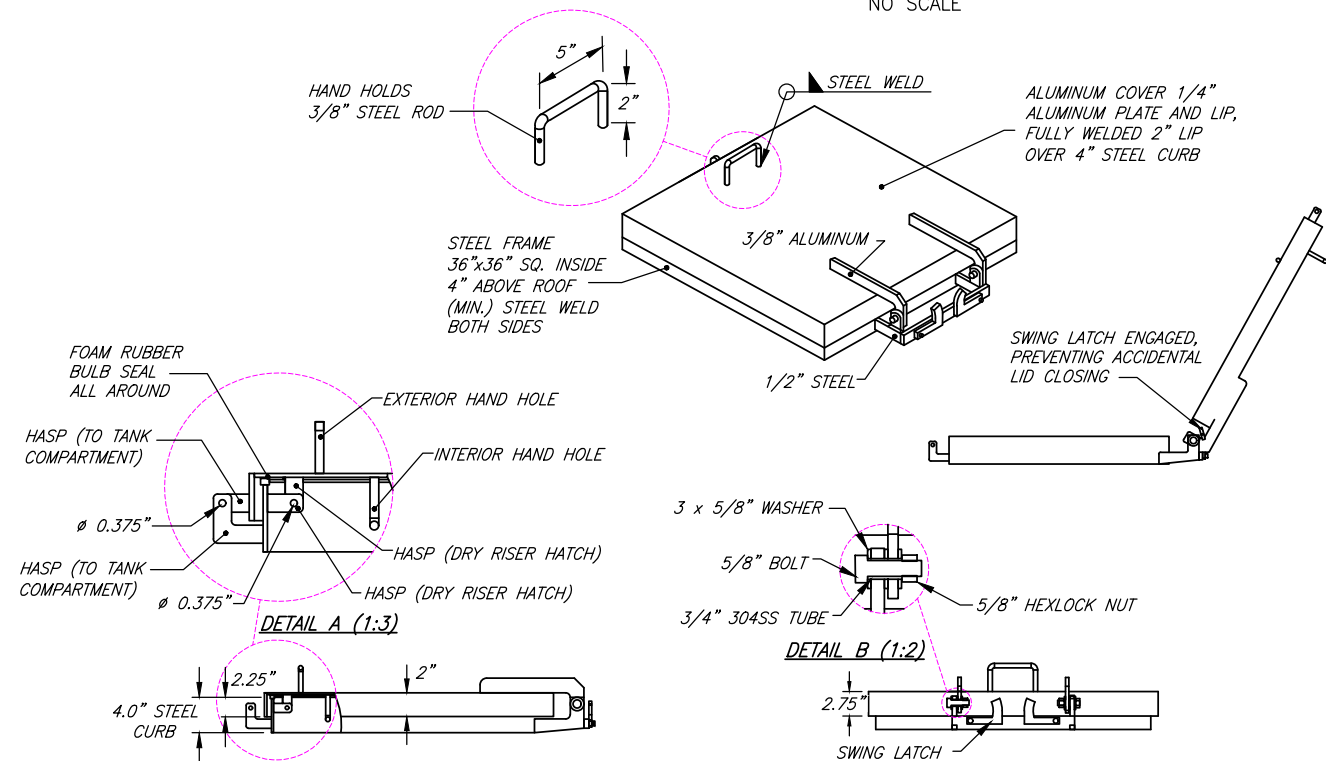
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6 INCH ROOF OUTLET (TYP. OF 2)

FINAL LOCATION TO BE DETERMINED IN THE FIELD BY THE CITY

NO SCALE



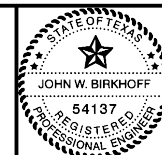
HATCH DETAIL

NO SCALE

NOTE:
ALL HATCH COVERS SHALL INCLUDE CONFINED SPACE LABEL

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TBPE Firm No. 526; TBPLS Firm No. 10031800
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Dallas, Texas 75243 (214) 361-7900

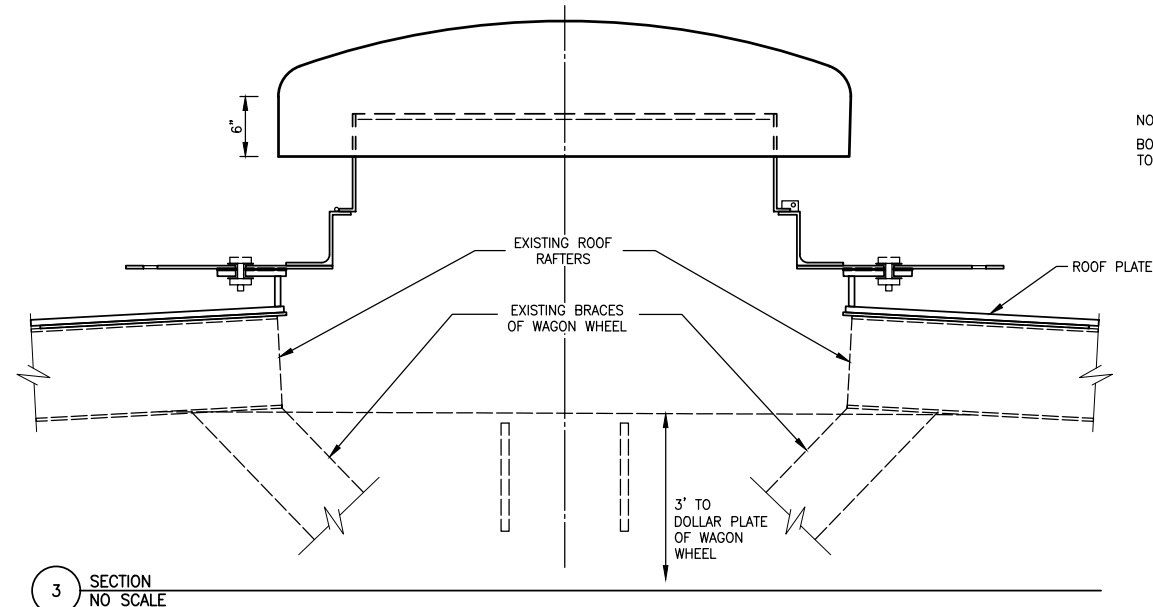
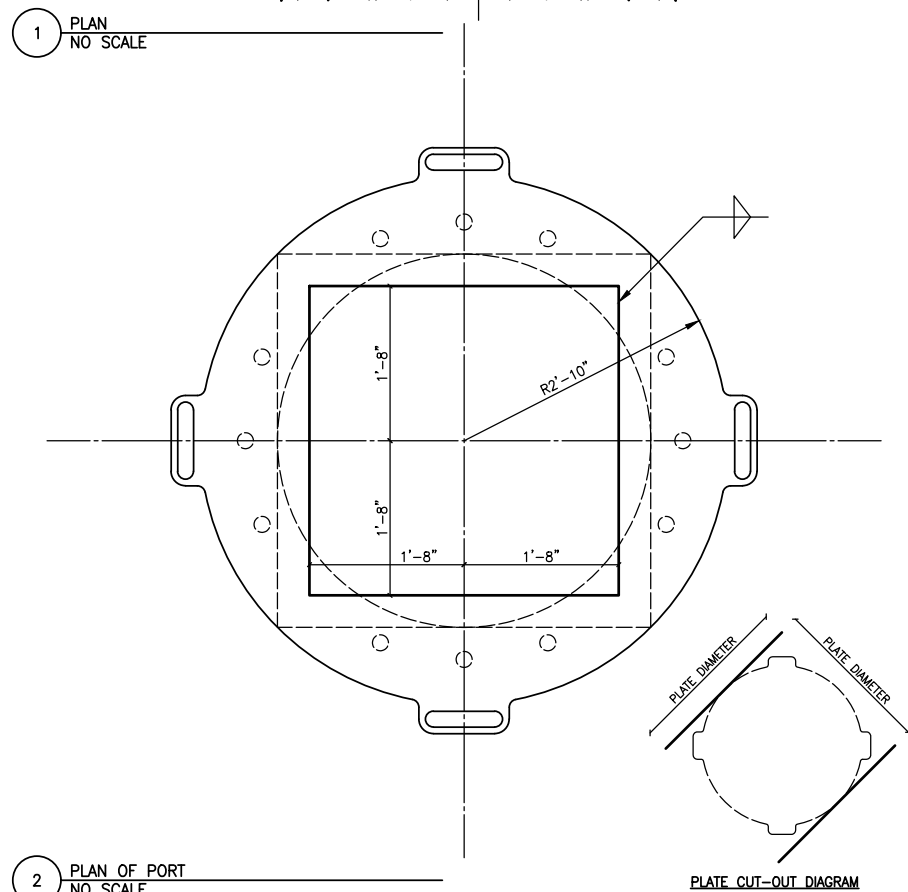
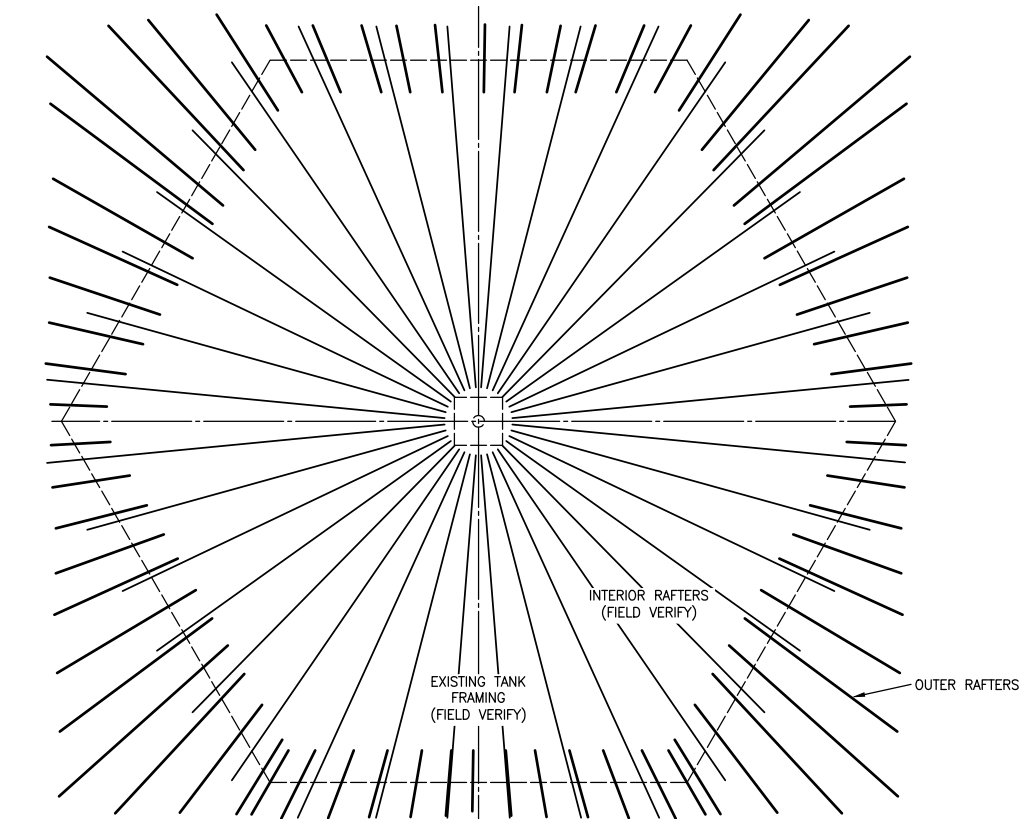


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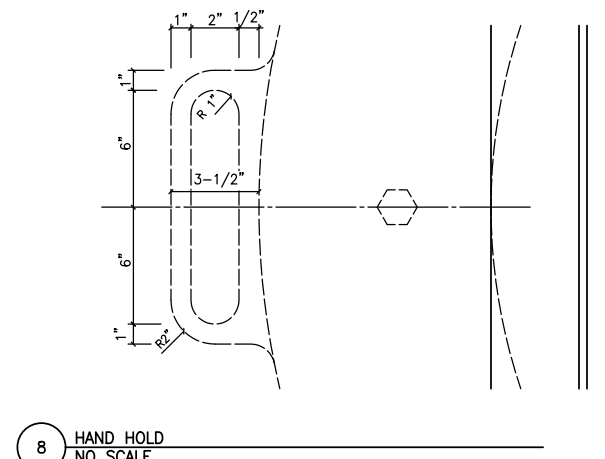
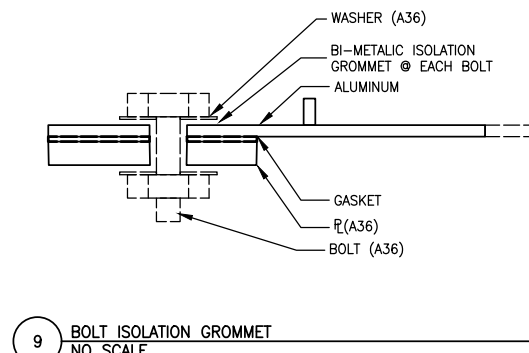
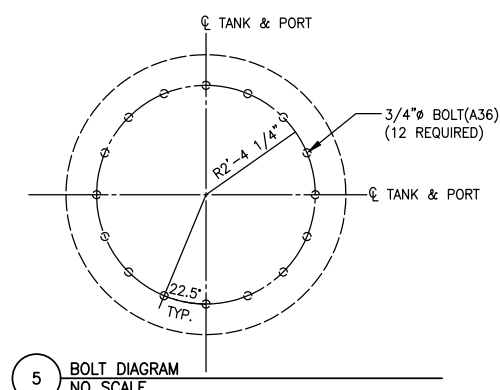
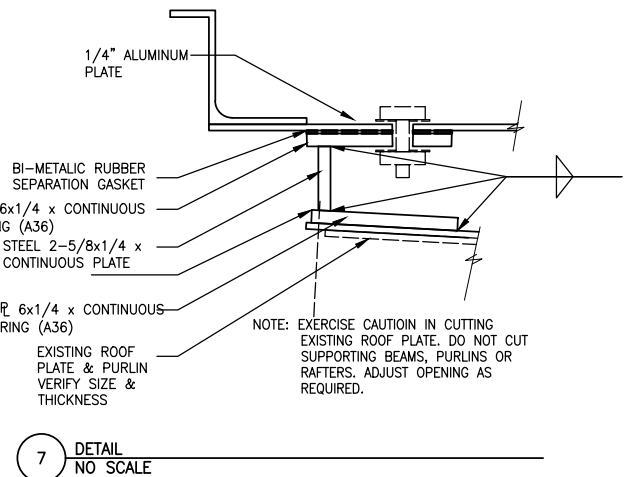
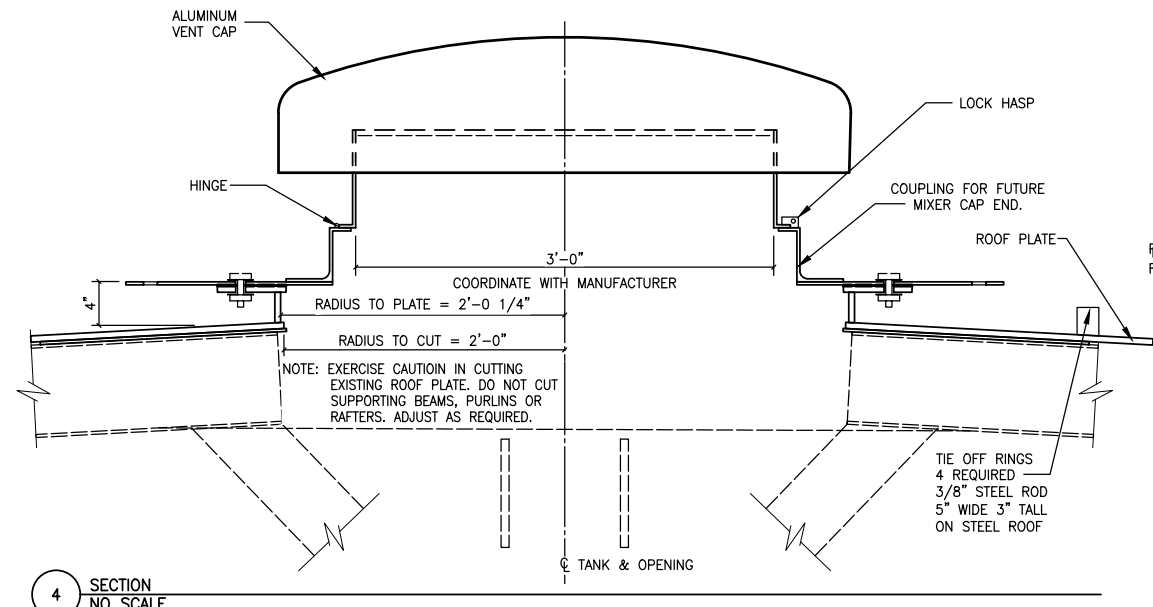
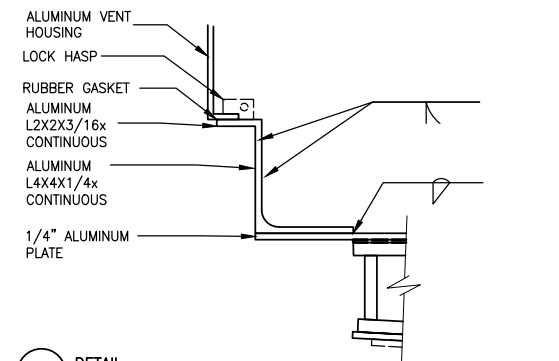
CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITATION
MISCELLANEOUS DETAILS

BHC
PROJECT NO.
2021-129
JULY 2022

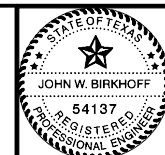
SHEET NO.
10



NOTE:
BOLTS, WASHERS AND NUTS
TO BE 304 STAINLESS STEEL.



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

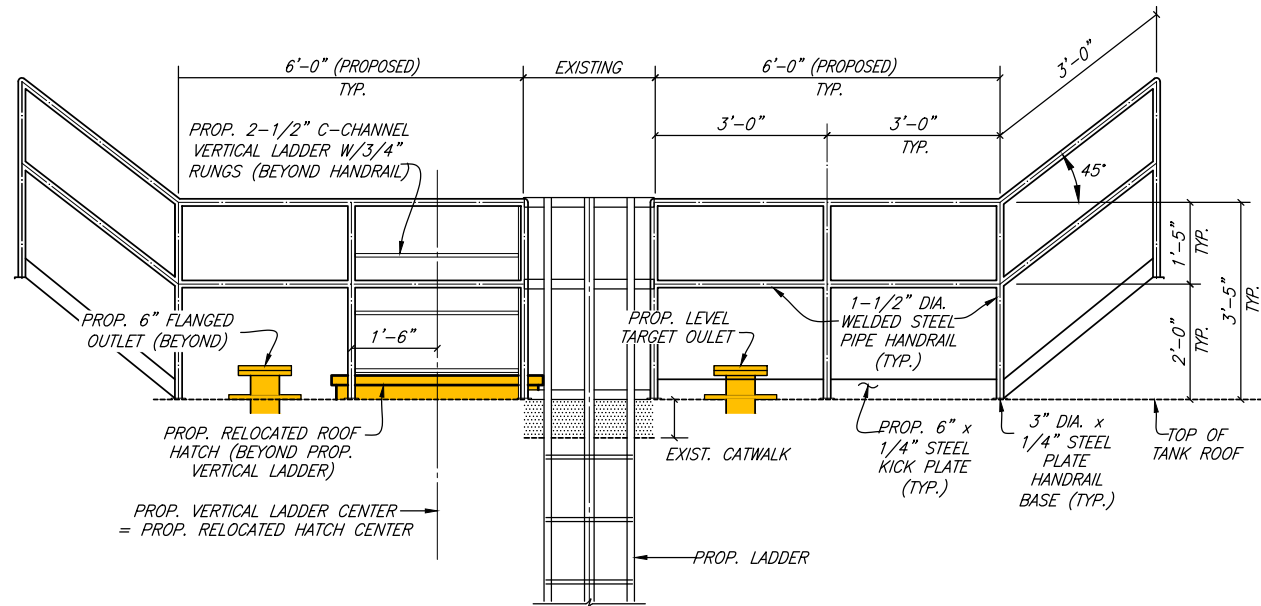


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7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITATION
MISCELLANEOUS DETAILS

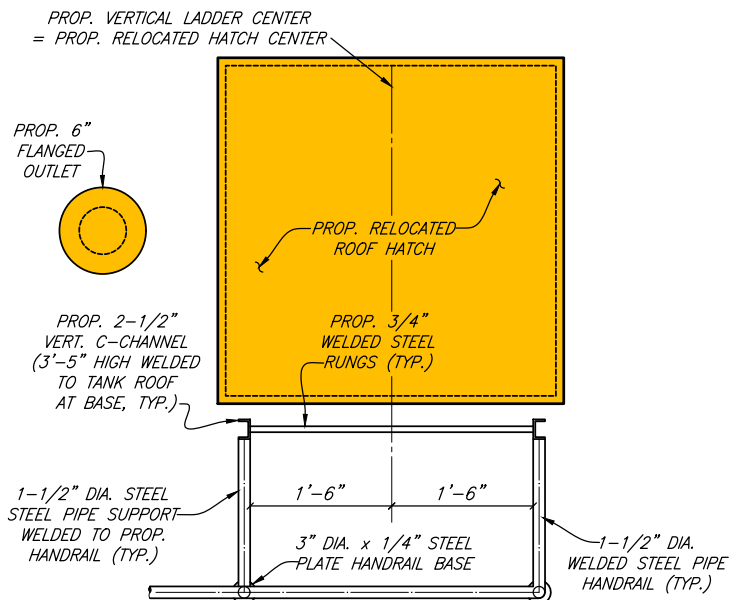
BHC
PROJECT NO.
2021-129
JULY 2022

SHEET NO.
11



RESERVOIR LADDER & PROPOSED HANDRAIL ELEVATION A-A

NO SCALE

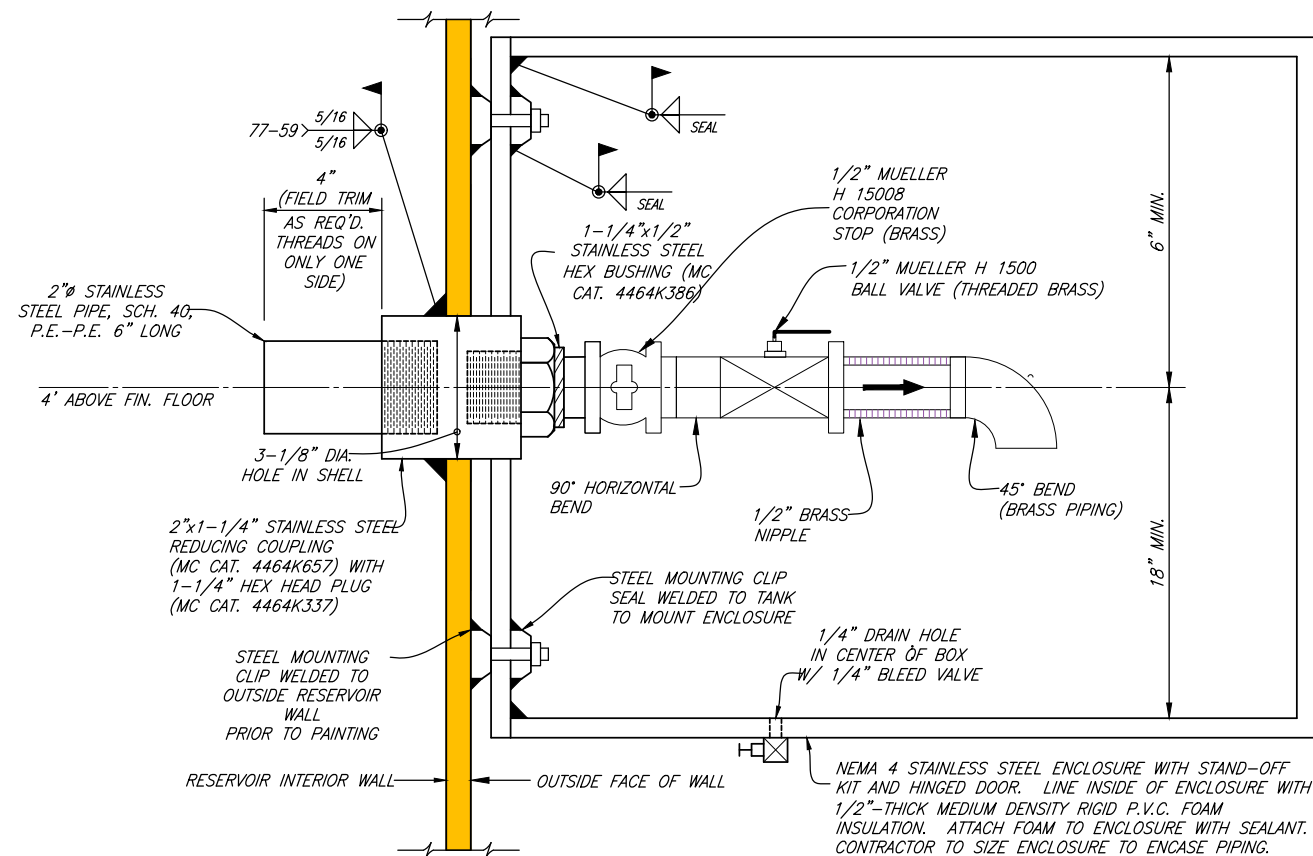


PROPOSED VERTICAL HATCH LADDER PLAN

NO SCALE



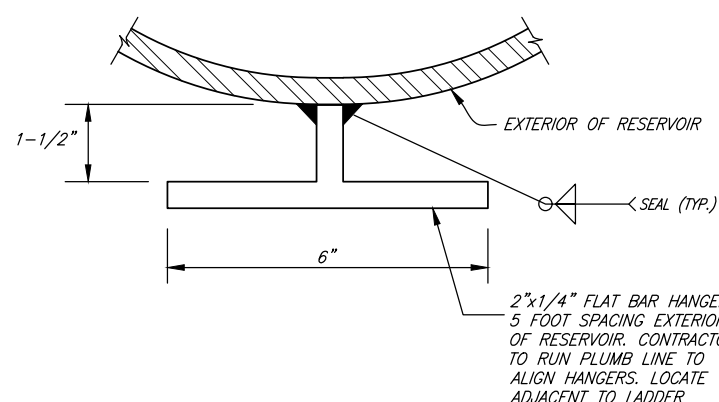
VERTICAL HATCH LADDER



NOTE: MC CAT. = McMASTER-CARR CATALOGUE (McMASTER.COM)

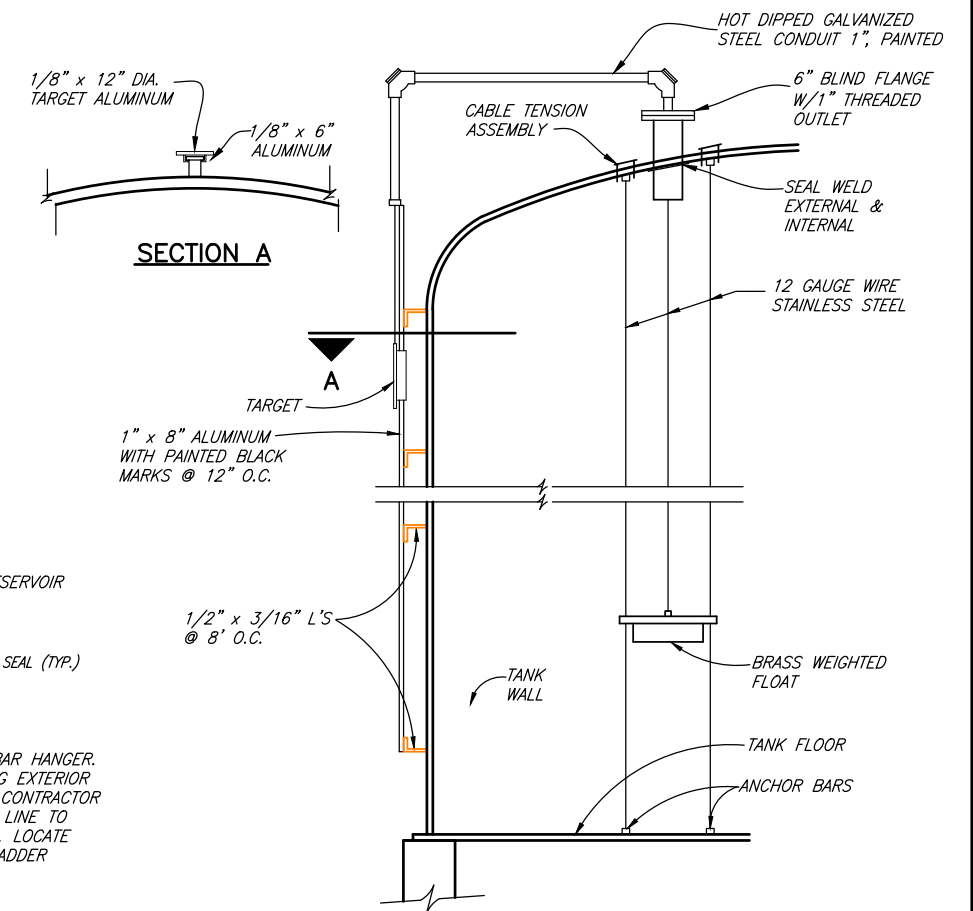
SAMPLE PORT

(FINAL LOCATION TO BE DETERMINED IN THE FIELD BY THE CITY)
NO SCALE



CONDUIT HANGER

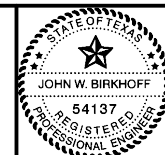
NO SCALE



TANK LEVEL INDICATOR

NO SCALE

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PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900

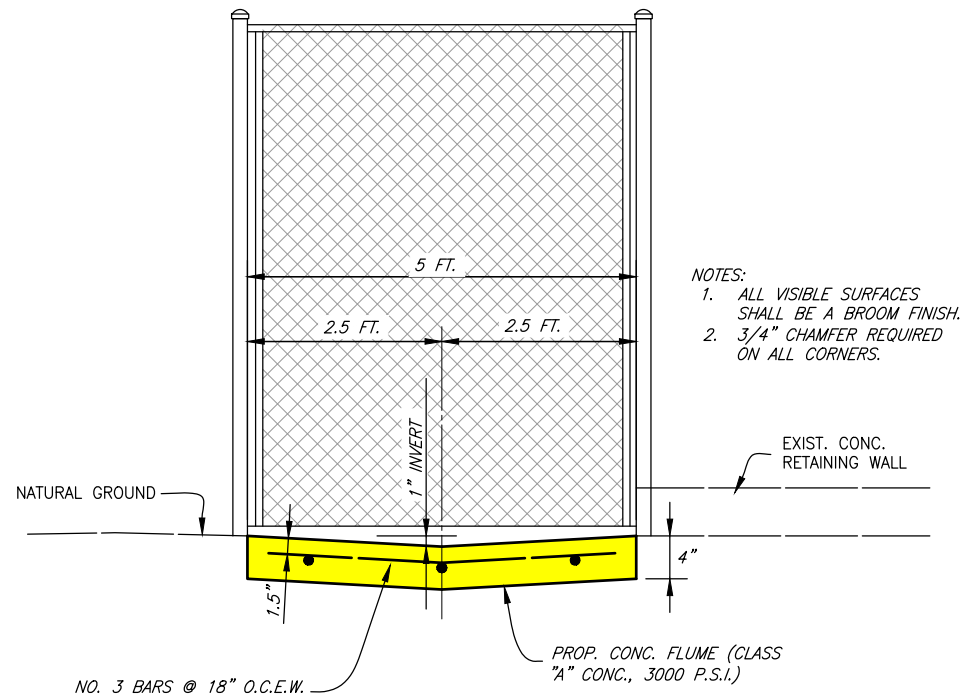


John W. Birkhoff
7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITAION
MISCELLANEOUS DETAILS

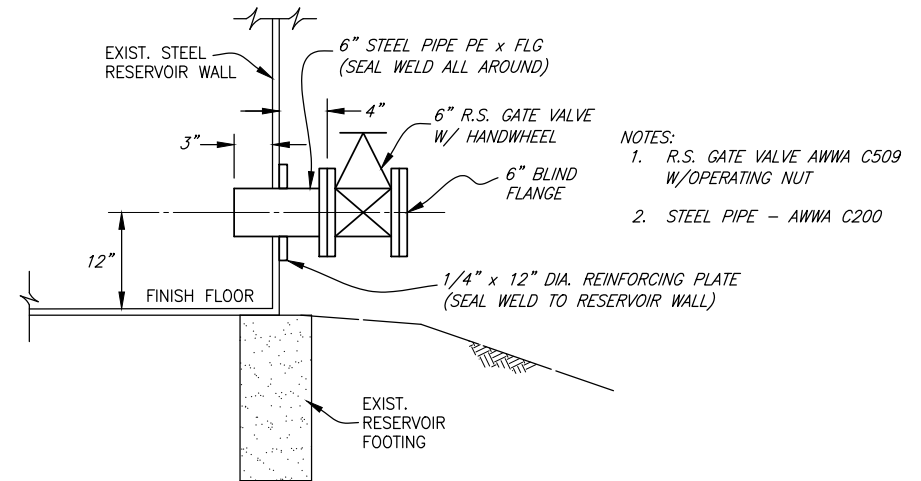
BHC
PROJECT NO.
2021-129
JULY 2022

SHEET NO.
12



REINFORCED CONCRETE FLUME ALONG NORTHERN FENCE

NO SCALE

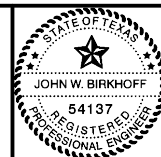


6\"

NO SCALE

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 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526; TBPLS Firm No. 10031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900



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 7/6/2022

CITY OF NORTH RICHLAND HILLS, TEXAS
COLLEGE HILLS 5 M.G. GROUND STORAGE RESERVOIR REHABILITAION
MISCELLANEOUS DETAILS

BHC
 PROJECT NO.
 2021-129
 JULY 2022

SHEET NO.
13