

**MART, INC.**  
GENERAL CONTRACTORS

# City Of North Richland Hills

City of North Richland Hills  
4301 City Point Drive  
North Richland Hills, TX 76180  
General Contractor Services Proposal

Proposal Number: RFP 20-022

Due August 15, 2020, No later than 3:00 p.m.

1503 Perry Street  
Irving, TX 75060  
972-721-1522 Phone  
972-721-1660 Fax  
[www.Martgc.com](http://www.Martgc.com)

This Proposal could include data that shall not be disclosed outside the School District and the A/E design team and shall not be supplicated used or disclosed in whole or in part for any purpose other than to evaluate the Proposal. Each section in regard to this statement will be marked accordingly and is subject to the restrictions regarding confidentiality cited on the cover sheet of the proposal.



**PURCHASING  
DEPARTMENT REQUEST  
FOR PROPOSAL**

**RFP 20-022 GENERAL CONTRACTOR  
SERVICES**

**PROPOSALS DUE TUESDAY SEPTEMBER 15, 2020**

**BY 3:00 P.M.**

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## INVITATION TO BID

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

- Bid Number: 20-022
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: GENERAL CONTRACTOR SERVICES
- Bid Due Date: Tuesday September 15, 2020
- Bid Due Time: 3:00 P.M. Central Standard Time
- Pre-Proposal Conference: 10:30 A.M. Central Standard Time Tuesday, September 8, 2020
- Location: Webex Video conference. Registered vendors can download the PDF instructions listed in the Pre-Bid Section on Public Purchase.
- Deadline for questions:
  - Date: Friday, September 11, 2020
  - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

[www.publicpurchase.com](http://www.publicpurchase.com)

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

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



## GENERAL CONDITIONS

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

### 1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **3:00 PM (CST) Tuesday September 15, 2020**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

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

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

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

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

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

### 4. **REJECTION/DISQUALIFICATION**

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

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;

- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

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

**5. BID EVALUATION (See evaluation criteria in Project Guidelines for Competitive Sealed Proposal section)**

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

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

**6. AWARD OF BID**

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

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

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

**7. ASSIGNMENT**

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

**8. SUBSTITUTIONS/EXCEPTIONS**

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

**9. DELIVERY/ACCEPTANCE**

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

**10. NOTICE OF DELAYS**

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

**11. SALES TAX**

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

**12. TIE BIDS**

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

**13. BRAND NAME OR EQUAL**

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

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

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

**14. REFERENCES**

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



**15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS**

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

**16. TERMINATION/NON-PERFORMANCE**

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

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

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

**17. ATTORNEYS FEES**

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

**18. INDEMNITY**

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

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



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

**19. PERFORMANCE AND PAYMENT BONDS**

In the event any single project over the course of the contract year 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 contact 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 inter-local 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 85<sup>th</sup> 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. 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.

## 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.**

Listed below are the types and amounts of insurance generally required. The City reserves the right to amend the insurance requirements or require additional types and amounts of coverages or provisions depending on the nature of the work or services to be performed.

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: <ul style="list-style-type: none"> <li>a) Premises/Operations</li> <li>b) Products/Completed Operations</li> <li>c) Independent Contractors</li> <li>d) Personal Injury</li> <li>e) Contractual Liability</li> <li>f) Personal/Advertising Injury</li> <li>g) Medial Expense</li> <li>h) Fire Legal Liability</li> <li>i) Underground Hazard</li> <li>j) Explosion/Collapse Hazard</li> <li>k) Patent Infringement</li> <li>l) Copyright Law Violations</li> </ul>	\$1,000,000 each occurrence, \$1,000,000 general aggregate;  Or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage  City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poor's
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for <ul style="list-style-type: none"> <li>a) Owned/Leased Vehicles</li> <li>b) Non-Owned Vehicles</li> <li>c) Hired Vehicles</li> </ul>	\$500,000 Combined single limit for bodily injury and property damage	

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



# NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Dallas

Tim Proctor  
(Name) \_\_\_\_\_ verifies that:

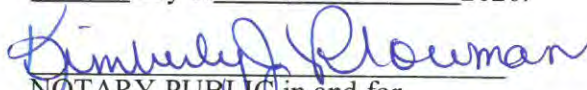
- (1) He/She is owner, partner, officer, representative, or agent of  
Mart, Inc., has submitted the attached  
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners,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

  
\_\_\_\_\_  
SIGNATURE

Tim Proctor  
\_\_\_\_\_  
PRINTED NAME

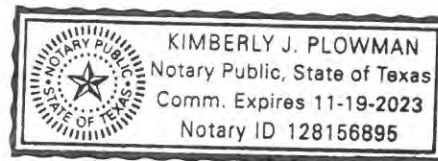
Subscribed and sworn to before me this

15 Day of September 2020.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for

Dallas County, Texas.

My commission expires: 11/19/23



**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; 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;
- b. 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;
- c. 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.
- d. 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: Mart, Inc.

ADDRESS: 1503 Perry Street

CITY, STATE & ZIP: Irving, TX 75060

TELEPHONE: 972-721-1522

FAX: 972-721-1660

EMAIL: Projects@martgc.com

SIGNATURE: 

PRINTED NAME: Tim Proctor

DATE: 09/15/2020

## 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

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

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

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

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

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

Company Names:                     N/A                    

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

- INDICATE ALL THAT APPLY:**
- Minority-Owned Business Enterprise**
  - Women-Owned Business Enterprise**
  - Disadvantaged Business Enterprise**



## CONFLICT OF INTEREST QUESTIONNAIRE

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

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

<https://www.ethics.state.tx.us/forms/CIO.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.**

Mart, Inc.

**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.**

N/A

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 N/A

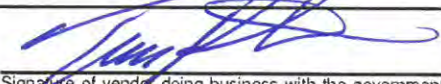
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No N/A

**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.**

N/A

**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

09/15/2020

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.

## **PROJECT CONDITIONS**

### **1. OWNER AND CONTRACTOR**

The Owner and Contractor are those persons or organizations identified as such in the Agreement and are referred to throughout the contract documents as if singular in number and masculine in gender. The Project Manager shall be understood to represent the Owner. The duties, responsibilities and limitations of authority of the Project Manager as the Owner's representative during construction are as set forth in the contract documents and shall not be extended or limited without written consent of the Owner.

### **2. CONTRACT DOCUMENTS**

The contract documents shall consist of: The Construction Agreement; General Conditions; the specifications of RFP # 20-022; the plans/drawings of RFP # 20-022; the following listed and numbered addenda; payment bond; performance bond; the contractor's proposal response; insurance; certificate; and all modifications thereof incorporated in any of the documents before the execution of the agreement. The contract documents are listed below and are binding on the parties. In case of conflict between any of the contract documents, priority of interpretation shall be in the following order: Signed Construction Agreement, performance and payment bonds, Project Guidelines for Sealed Competitive Proposals, Contractor's proposal, Notice to Contractors, Specifications, Plans, and General Conditions of Agreement. The Construction Agreement shall be the governing agreement of the Contract Documents. Contractors shall submit any objections or modifications to the language in the Construction Agreement along with the response to the RFP. No additional contractual documents will be accepted, unless otherwise approved by the City.

### **3. SUB-CONTRACTOR**

The term Sub-Contractor, as employed herein, shall include only those having direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

### **4. WRITTEN NOTICE**

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

### **5. WORK**

The Contractor is responsible for compliance with local, state, and federal regulations. The Contractor shall be responsible for registering with the City's Building Inspections Division and paying the appropriate fee. The Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. The City will not charge for permits or inspections on this project. Regardless of the project type or location, the contractor will be responsible for filling out a Right of



Way construction permit and filing it with Public Works (See attached at end of this document). Contractor to provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

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

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

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

## **7. PROGRESS PAYMENTS FOR WORK**

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



## **8. CONTRACTOR'S DUTY AND SUPERINTENDENCE**

The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

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

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

## **9. CHARACTER OF WORKMEN**

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

## **10. PRELIMINARY APPROVAL**

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

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

## **11. DEFECTS AND THEIR REMEDIES**

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

## **12. CHANGE ORDERS**

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit in the form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

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

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

## **13. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

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

## **14. OWNERSHIP OF DRAWINGS**

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

## **15. RIGHT OF ENTRY**

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

## **16. DISCREPANCIES AND OMISSIONS**

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

## **17. EQUIPMENT AND MATERIALS**

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

## **18. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provision of Federal, State, and Municipal safety laws, building and construction codes. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

## **19. LOSSES FROM NATURAL CAUSES**

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

## **20. PROTECTION OF ADJOINING PROPERTY**

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

## **21. LAWS AND ORDINANCES**

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner effect the contract or the work. If the Contractor observes that the



plans and specifications are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, he shall bear all costs arising there from.

## **22. ASSIGNMENT AND SUBLETTING**

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

## **23. INDEMNIFICATION / PROTECTION AGAINST CLAIMS**

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

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

- (1) Is attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use and,
- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

## **24. WORKERS COMPENSATION INSURANCE**

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

## **25. WAGE RATES**

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

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

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The U.S. Department of Labor web site may be accessed at [www.access.gpo.gov](http://www.access.gpo.gov) to obtain the appropriate wage rates to be used in Tarrant County, Texas. It shall be the responsibility of the successful contractor to obtain the proper wage rates for Tarrant County for the type of work defined in the bid specifications.

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

## **26. TIME AND ORDER OF COMPLETION**

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



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

## **27. EXTENSION OF TIME**

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

## **28. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME**

The Contractor agrees that, from the compensation otherwise to be paid, The Owner may retain the sum of Five Hundred Dollars (\$500.00) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense a penalty.

## **29. PRICE OF WORK**

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

## **30. USE OF COMPLETED PORTIONS**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. The Contractor shall notify the Project Manager when, in the Contractor's opinion, the contract is "substantially completed" and when so notifying the Project Manager, the Contractor shall furnish to the Project Manager in writing a detailed list of unfinished work. The Project Manager will review the Contractor's list of unfinished work and will add thereto such items as the contractor has failed to include. The "substantial completion" of the structure or facility shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure of facility in accordance with the contract documents.

## **31. PAYMENTS WITHHELD**

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

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
- (4) Damage to another contractor.



- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (6) Reasonable indication the work will not be completed within contract time.

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

### **32. TIME OF FILING CLAIMS**

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

### **33. ABANDONMENT BY CONTRACTOR**

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

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

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

# PROJECT GUIDELINES FOR SEALED COMPETITIVE PROPOSALS

## REQUEST FOR SEALED COMPETITIVE PROPOSALS (SCP) FOR GENERAL CONTRACTOR SERVICES RFP# 20-022

The City of North Richland Hills (City) is requesting Sealed Competitive Proposals for General Contractor Services for various city projects by several different departments 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 award multiple contracts for various portions of the requirements to different Contractors based on the unit prices proposed in response to this request, or to reject any and all Proposers and re-solicit for Proposals, as deemed to be in the best interest of the City.

### SCOPE OF PROJECT

This project will allow the City to enter into multiple contracts with multiple Contractors for a twelve-month period with the option for four one-year renewals at the City's discretion. The successful proposers will provide general contractor services during regular business and non-business hours during the term of the contracts. General contracting services may include, but are not limited to, carpentry, cabinetry, painting, flooring, flat work, fencing, brick and stone labor, roofing, or other general contractor services as needed.

### 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 two general contractors to provide general contractor services. 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:		
Cost of base and alternate proposals, hourly rates and % materials mark-up	0	+10
Team's comparable project experience	-8	+8
Quality of references for similar projects	-7	+7
Proposers financial stability	-6	+6
Proposers percentage of self-performing tasks	-5	+5
Team structure, work approach and delivery schedule	-4	+4



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 3:00PM (CST) Tuesday September 15, 2020, 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:

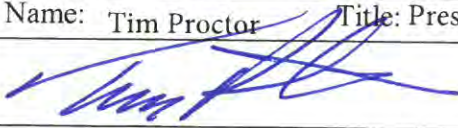
BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP # 20-022 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. 1 to 2 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	Mart, Inc.
Address: Street & Number	1503 Perry Street
Address: City, Province, Postal Code	Irving, TX 75060
Telephone & Fax Numbers	Tel: 972-721-1522 Fax: 972-721-1660
E-mail Address	Projects@martgc.com
Name of Signing Officer / Title	Name: Tim Proctor Title: President
Signature of Signing Officer <i>I have authority to bind the company</i>	
Date Signed	09/15/2020

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

PROPOSAL FORM EVALUATION CRITERIA RESPONSE:

Cost of base and alternate proposals, hourly rates and % materials mark-up	(This will be shown on the bid form, and allows for the maximum number of points in proposal evaluation)
Team's comparable project experience	The City is interested in the Team'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 General Contractor Services 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 team'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 <u>No</u> (Please circle the correct response)

TEAM'S COMPARABLE PROJECT EXPERIENCE:

These are projects that the evaluation committee may choose to tour if time allows. This is work that your firm is particularly proud of and substantiate the type of work completed is similar in scope and nature to General Contractor Services. (Municipal work is preferred) Contractors may include photographs to better explain the project. In doing so, please ensure that photographs are identified to the referenced project. (Please do not submit more than three projects)

Project 1 (Photographs may be included on additional page you can attach)

Project Name: Maxfield Aquatic Center

Project Location and project value: City of Mckinney, Juanita Maxfield Aquatic Center \$175,828.00

Additional Information that you would like to share: This project was completed under a JOB ORDER CONTRACTING, ("JOC") contract.

Please see additional Pictures and Description of work completed for this Renovation.

Project 2 (Photographs may be included on additional page you attach)

Project Name: Court House 2nd Flor Permit Phase 2

Project Location and project value: City Hall 2nd Floor, 825 W. Irving Blvd., Irving, TX 75060 \$171,072.00

Additional Information that you would like to share: This project was completed under a JOB ORDER CONTRACTING, ("JOC") contract.

Please see additional pictures and description of work completed for this Renovation.



Project 3 (Photographs may be included on additional page you attach)

Project Name: AISD Sequin HS Locker Room Cieling Replacement

Project Location and project value: Sequin High School 7001 Silo Road, Arlington, TX 76002 \$19,405.00

Additional Information that you would like to share:

Please see additional Pictures and Description of work completed for this Renovation.

QUALITY OF REFERENCES FOR SIMILAR PROJECTS:

Provide your best references that we can contact to provide detailed information about working with your firm. Projects should be similar in scope of this RFP.

Reference #1			
Client:	City of McKinney	Location:	Juanita Maxfield Aquatic Center , 1701 N Mcdonald St McKinney, TX 75071
Client Project Manager:	Ryan Mullins	Client Project Manager Phone No. and email address:	rmullins@mckinneytexas.org 972-547-7482
Year of Completion:	2020	Approximate Value:	175,828.00
Renovation or new construction?	R or N	Approximate time to construct:	85 days
Provide any additional relevant information to describe project	Please see insert,		

Reference #2			
Client:	Arlington ISD	Location:	Seguin HS Locker Rm Replac. 7001 Silo Rd, Arlington, TX 76002
Client Project Manager:	Kelly Horn	Client Project Manager Phone No. and email address	682-867-7615 whorn@aisd.net
Year of Completion:	2019	Approximate Value:	19,405.00
Renovation or new construction?	R or N	Approximate time to construct:	29 Days
Provide any additional relevant information to describe project	Please see additonal sheet added		

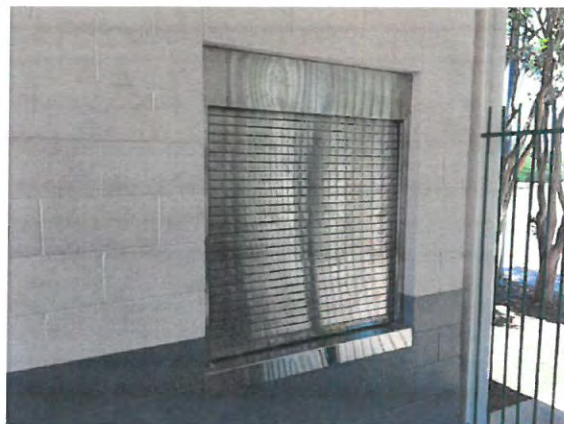
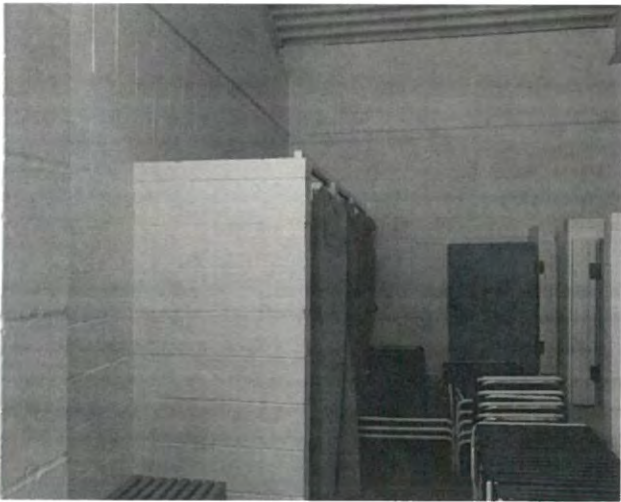
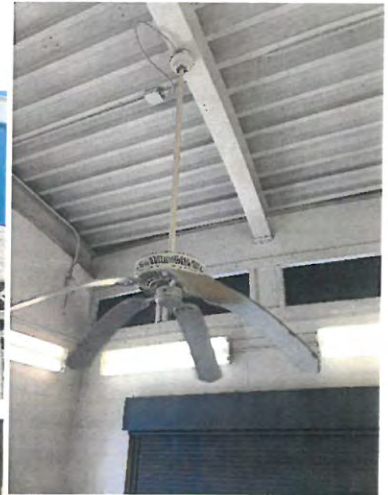
Reference #3			
Client:	City of Irving	Location:	2nd Floor City Hall, Permit Area 825 W Irving Blvd, Irving, TX 75060
Client Project Manager:	Mark Massey	Client Project Manager Phone No. and email address	972-721-2600 mmassey@cityofirving.org
Year of Completion:	2019	Approximate Value:	171,027.00
Renovation or new construction?	R or N	Approximate time to construct:	181 Days
Provide any additional relevant information to describe project	This project was done in three (3) Phases.		

# Juanita Maxfield Aquatic Center Refresh Project 1

- Provide project Bonds as may be required
- Furnished labor, material, equipment and supervision as required to complete the job in a timely manner
- Project included the upgrade of Electrical fixtures, Exhaust components, and Finishes
- A detailed List of construction items was supplied on February 19, 2020, by the City of McKinney
- **Doors** - Replaced all pedestrian door latches to match existing operation, exterior to included dead bolt and keyed lock if existing, interior to include push button lock; Replace push button latches and hinges on restroom partition doors; Removed existing metal frame and mesh door at Equipment room, Fabricate and install new galvanized metal casement frame and full height metal door, repaired masonry above frame as needed
- **Electrical** - Replace exterior and interior fixtures as needed, added five (5) additional exterior fixtures, and placed on new timer; Removed ceiling hung fixtures in Guard Shack and Manager's Office, replaced with new wall mount LED fixtures; Supplied and installed new LED fixtures in Ticket Office, Guard restroom, Public restrooms, and Changing rooms; Re-switched Restrooms exhaust fan to a new switch in Equipment room
- **Floor Coating** - Power/acid washed all floors to remove debris and build-up; Patch concrete voids as needed; Prep and apply epoxy coating with medium aggregate, color to be determined
- **Metals** - Removed existing rusted steel countertop at Ticket Window, supplied and install new brushed finish stainless steel countertop and suspended computer printer shelf with built-in cash drawer; Supplied and installed six (6) new 1" steel galva-coated shower rods and escutcheons mounted to shower stall side-walls
- **Mechanical** - Replaced existing ceiling fans in Concession and Manager's Office with Big Ass Fan, Model i6 60" outdoor white standard mount fans; replace ceiling fan in Guard Shack with Big Ass Fan, Model i6 72" outdoor white standard mount; replaced non-functioning attic Exhaust Fans at Guard Shack and Public Restrooms; Supplied and installed new 5"x10" wall mounted vent cover at Guard Restroom
- **Painting** - Power washed and prep all exterior wall surfaces; Paint exterior Columns and exterior smooth CMU; Paint interior of Concession; Paint upper wall, benches and gates of Men and Women Restrooms; Paint Guard Shack, Manager's Office and Restroom interior, frames and doors; Paint Ticket Office; Remove existing rubber molding at the top edge of interior walls, scrape glue, prep and paint as needed
- **Plumbing** - Replaced existing Concession water heater with "insta-hot" unit; Cap abandoned drain in Equipment room prior to epoxy floor coating
- **Specialties** -
  - Removed existing attic ladder; Supply and install new Aluminum ladder with 375# load capacity; Finish and paint opening edges as needed
  - supplied and installed new custom size porcelain chalk board in entrance breezeway, this chalkboard will use chalk paint markers or traditional soft chalk
  - Removed existing roll-up shutter at Ticket Office; Supplied and installed new stainless roll-up shutter with interior lock; Provide temporary board-up of opening as may be needed
- **Tilework** - Supplied and installed 6" square and bullnose ceramic tile to height of existing privacy wing walls and covering all partition walls in Men and Women public restrooms; Removed existing tile at curved wall behind existing water fountains, supply and install new 4" square and bullnose ceramic tile; Remove existing plywood and wood trim around City of McKinney plaques at entrance, supplied and installed 4" square and bullnose ceramic tile around the plaques to match same tilework at water fountains.
- **Waterproofing** - Prepared and applied Conflex water repellent to the exterior split face CMU block to provide missing waterproofing of these surfaces
- Clean up of all debris created by us



Juanita Maxfield Aquatic Center Refresh Project 1



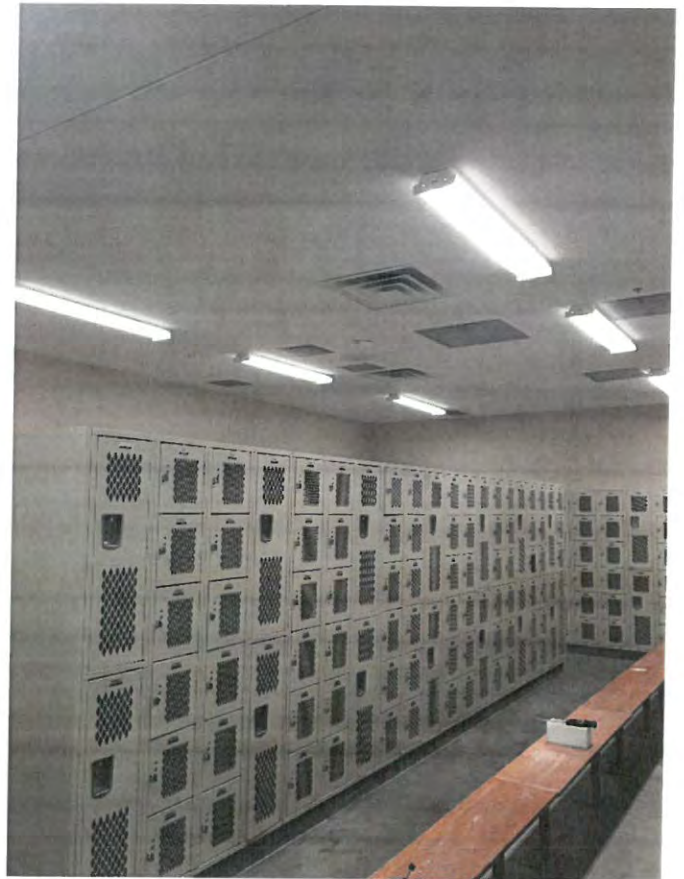
Juanita Maxfield Aquatic Center Refresh Project 1





## Arlington ISD Seguin Locker Room Ceiling Project 2

- Furnish labor, material, equipment and supervision as required to complete the job in a timely manner.
- Remove 2 light fixtures
- Demo 400 Sf of existing sheetrock ceiling
- Install new 5/8" sheetrock ceiling
- Tape, Bed & Paint ceiling
- Reinstall existing light fixtures
- Install 6 new 4' LED strip lights in place of existing
- Clean up of all debris created by us.

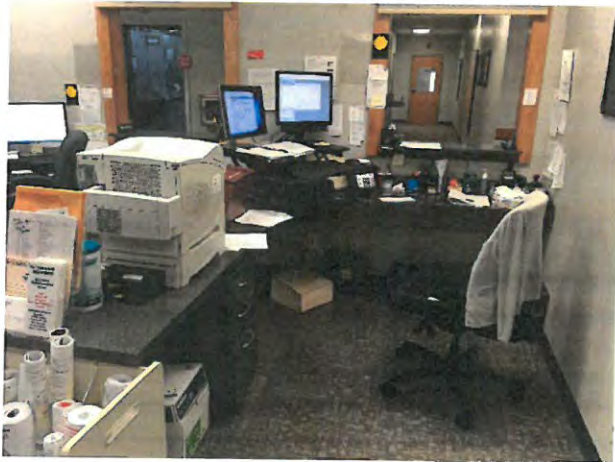




# Arlington ISD Seguin Locker Room Ceiling Project 2

## Court House 2<sup>nd</sup> Floor Permit Office Renovation Project 3

- Furnished labor, material, equipment and supervision as required to complete the job in a timely manner.
- Per plans supplied at walk-thru
- Doors, Windows, drywall, Paint
- All work done after hours
- Furnished labor, material, equipment and supervision as required to complete the job in a timely manner.
- Per plan provided by owner
- Build Office walls to grid and paint
- Installed 3 - 3' x 4' windows
- Installed stain grade doors in welded hollow metal frames
- Hall entrance door had 2'x3' view window
- Installed 6' x 7' Dbl. storefront door
- Installed 12 electrical outs using existing circuitry
- Installed 2 data boxes with pull string
- Moved existing light fixtures & install 2 new 2'x2' in hallway
- Base on Plan pages provided by City
- Modified countertops
- Built insulated walls to grid, Storefront
- Tape, bed & paint new construction and existing to corner
- Installed HMTL frames and stained doors
- Installed base to match existing
- Moved existing light fixtures, add power outlets and data ring & string
- Cleaned up of all debris created by us.



Before



# Court House 2<sup>nd</sup> Floor Permit Office Renovation Project 3

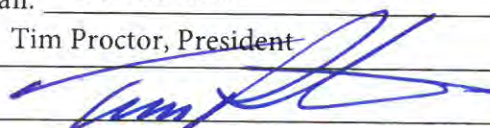




PROPOSERS FINANCIAL STABILITY:

- Please provide a letter from Proposer's Surety stating Proposer's ability to acquire bonding in the full amount of the proposed contract amount.
- Please provide an audited financial statement from 2020.

TEAM STRUCTURE, WORK APPROACH AND DELIVERY SCHEDULE:

Company Name:     Mart, Inc.      
Address:     1503 Perry Street, Irving, Tx 75060      
Telephone/ Email:     972-721-1522     Years in business:     43      
Contact/Title:     Tim Proctor, President      
Signature: 

Name of Proposed Project Manager for this CSP     We have several well qualified Project Mangers for any Project    

Education: \_\_\_\_\_

Primary Responsibilities:     Our Project Managers, facilatate all paperwork, communicate effectively and consistantly with Project owners and to make sure projects are run smoothly and completed timely    

Number of years with contractor's firm: \_\_\_\_\_

Project Manager's experience if different from General Construction Contracting:

Project Name:     Please see individual Resumes    

Description: \_\_\_\_\_

Name of Proposed Project Superintendent for this CSP     We have several well qualified superintendents for any project    

Education: \_\_\_\_\_

Primary Responsibilities:     To communication to subs regarding schedules and tasks to keep Projects on schedule, commuication with Subs PM and owners all aspects needed in a timely manner    

Number of years with contractor's firm: \_\_\_\_\_

Project Superintendent's experience if different from General Construction Contracting:

Project Name: \_\_\_\_\_

Description: \_\_\_\_\_

# Document A305™ 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:  
**City of North Richland Hills**

ADDRESS:  
**4301 City Point Drive  
North Richland Hills, TX 76180**

SUBMITTED BY:  
**Tim Proctor**

NAME:  
**Mart, Inc.**

ADDRESS:  
**1503 Perry St.  
Irving, Texas 75060**

PRINCIPAL OFFICE: **Same as above**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other: (Specify)

NAME OF PROJECT: (If applicable)  
**General Contractor Services RFP 20-022**

TYPE OF WORK: (File a separate form for each Classification of Work.)

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: (Specify)

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

**43 Years**

§ 1.2 How many years has your organization been in business under its present business name?

**43 Years**

§ 1.2.1 Under what other or former names has your organization operated?

**None**

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **April 1, 1977**

§ 1.3.2 State of incorporation: **Texas**

§ 1.3.3 President's name: **Tim Proctor**

§ 1.3.4 Vice-president's name(s): **Linda Proctor**

§ 1.3.5 Secretary's name: **Linda Proctor**

§ 1.3.6 Treasurer's name: **Tim Proctor**

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: **Not Applicable**

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: **Not Applicable**

§ 1.5.2 Name of owner:



§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

**Not Applicable**

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**30 Hour OSHA Trained**

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**State of Texas**

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

**Demolition, concrete, carpentry, drywall, acoustical ceilings, wall finishes, HVAC, Historical Restoration, Asbestos Inspection, Cabling, Metal Building erection, masonry**

§ 3.2 Claims and Suits

(If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

**No**

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

**No**

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**No**

§ 3.3 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?  
(If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

**See Attached Projects Listing**

§ 3.4.1 State total worth of work in progress and under contract:

**See Attached Projects Listing**

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

**22 Million Average**

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

**Key Individuals resumes' provided attached.**

§ 4 REFERENCES

§ 4.1 Trade references:

**Sunbelt Rentals, 2341 Deerfield Dr., Fort Mill, SC – 800-508-4756**  
**Home Depot Credit Services, PO Box 9121, Des Moines, IA – 800-494-1946**  
**Sherwin Williams, 234 S. Nursery, Irving, Texas – 972-579-1968**  
**McGee Electric, 709 W. Oakdale, Grand Prairie, TX 75050 - (972) 839-2442**

§ 4.2 Bank references:

**Bank of the West, 950 N. Beltline Rd, Irving, Texas 75061, Scott McKinney – 214-524-7800**

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

**The Hanover Insurance Company 440 Lincoln St, Worcester, MA 01653**  
**Massachusetts Bay Insurance Company 645 W Grand River Ave, Lowell, MA 48843**  
**Citizens Insurance Company of America 440 Lincoln St, Worcester, MA 01653**

§ 4.3.2 Name and address of agent:

**IBTX Risk Services**  
5057 Keller Springs Road, Suite 200  
Addison, TX 75001  
Direct line: 972-218-0176  
Fax: 972-201-3712

§ 5 FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof: 2019

**Perryman Chaney Russell, LLP**  
5485 Beltline Road, Ste 120  
Dallas, Texas 75254  
972-702-8200

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

**Yes**

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**Dependent upon contract requirements**

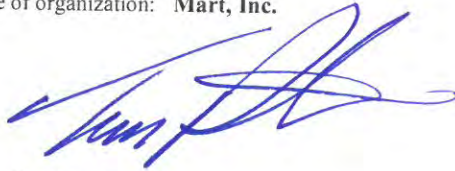


§ 6 SIGNATURE

§ 6.1 Dated this 15<sup>th</sup> day of September, 2020

Name of organization: **Mart, Inc.**

By:



Title: **President**

§ 6.2

Mr. \_\_\_\_\_ Tim Proctor

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

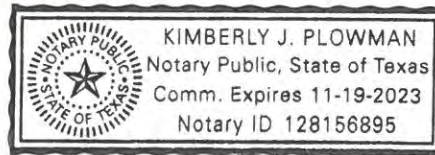
Subscribed and sworn before me this 15<sup>th</sup>

day of September 2020

Notary Public:



My commission expires: 11/19/2023



## CONSTRUCTION AGREEMENT FOR GENERAL CONTRACTOR SERVICES

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

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

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

1. This written Construction Agreement;
2. General Conditions;
3. The Specifications and Project Guidelines of RFP #20-022;
4. The Plans/Drawings of RFP #20-022;
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 provision of **General Contractor Services RFP 20-022**. Such General Contractor Services may include, but are not limited to, carpentry, cabinetry, painting, flooring, flat work, fencing, brick and stone labor, roofing, or other general contractor services as needed. Specific work to be performed under this Agreement shall be set forth in a written quote from the Contractor based on the pricing sheet attached and incorporated herein as **Attachment "A."**

### TIME OF COMMENCEMENT; COMPLETION; TERM

- III.** Contractor shall commence work within ten (10) calendar days after receiving from City a notice to proceed. Contractor agrees that all work hereunder shall be complete within the time specified by the City in the Notice to Proceed, which will be the date of Substantial Completion, or a date as otherwise agreed by the parties. The Term of this Agreement shall be for a period of one year ("Initial Term"). After the Initial Term, the City shall have the

option to renew this Agreement for four, one-year periods, each considered a "Renewal Term".

#### **COMPENSATION**

- IV. The City shall pay the Contractor in current available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, in accordance with the unit pricing sheet attached hereto as **Exhibit "A."** This contract is a non-exclusive Construction Agreement and shall not exceed the cumulative amount of **TWO HUNDRED AND THIRTY ONE THOUSAND TWO HUNDRED DOLLARS (\$231,200)** annually for all contracts awarded pursuant to General Services Contract RFP 20-022. Payment will be due upon satisfactory completion of work, but not later than thirty (30) days after receipt of invoice. Change orders in excess of \$50,000 shall be approved by the City Council.

#### **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 fees.

#### **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 #20-022, 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.

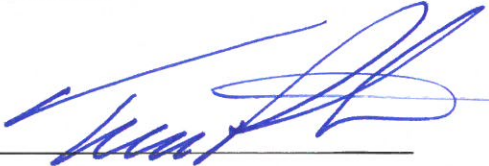


IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

MART INC.

BY: \_\_\_\_\_  
City Manager

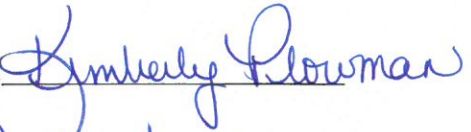
BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: President

DATE: 10/27/2020

ATTEST:

ATTEST:  \_\_\_\_\_

\_\_\_\_\_  
Alicia Richardson, City Secretary

TITLE: Adm. Asst.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

## SAMPLE GENERAL CONTRACTOR QUOTE

Referencing the sample project below, provide a quote for the project utilizing your preferred method and submit the quote with your Form.

**PROJECT NAME:** Economic Development and Pre-Council Remodel,

Reference drawings A1.1, A1.2, MEP 1.1, and MEP 1.2

### **CONSTRUCTION:**

- A. Construct walls, enclose steel column in Pre-Council and install all door frame/ glass assemblies and doors as specified in the drawings. Reference Sheet A1.2
- B. Tape, bed and texture all new walls to match existing wall finish and repair as necessary all effected walls and ceilings. Paint all new walls and all walls in Pre-Council.
- C. Ceiling grid and tiles are to be installed according to the drawings and according to the manufacturer's procedures.

### **INTERIOR FINISH MATERIALS:**

Interior finish materials shall be as follows and as listed on the drawings:

1. Ceiling Tile:
  - a. Manufacturer: Armstrong Fissured
  - b. Style: Minaboard # 705A.
2. Doors:
  - a. Wooden – Pre-finished
  - b. Metal – Full view glass
3. Door Frames: Manufacturer: Timely

### **COLOR SCHEDULE:**

1. Colors shall be as follows:
  - a. Interior Walls: Kelley Moore, 1638-100W51
  - b. Interior Door Frames: Kelley Moore, 1700-68 Black Galaxy Gloss Industrial Enamel.

### **DUCT INSTALLATION:**

1. All supply ductwork shall be constructed of insulated sheet metal, constructed and installed per industry standards. All split-tees and take-offs shall include adjustable splitter dampers.
2. Install flex duct to each new supply grille.
3. Install additional return ductwork and attach to existing return duct. Install return air grilles according to the drawings.
4. Support all ductwork from building structure with strap-hangers spaced no further than 6' apart.
5. All materials to match existing within the building.

### **ELECTRICAL SPECIFICATIONS:**

1. Remove existing lighting fixtures as referenced on Sheet A1.1.
2. Install electrical equipment and wiring per the attached drawings for each of the areas. Reference Sheet MEP1.2
3. Contractor is to provide and install all conduit runs. All conduit is to be EMT. All metal, block or brick shall be drilled for conduit installation. All openings around conduits at penetrations shall be properly sealed.
4. Provide materials and labor to install all components required for the systems to properly operate.
5. New panel circuit cards are to be printed.
6. All equipment and materials shall comply with the NEC, governing industry standards and City codes.

**SAMPLE GENERAL CONTRACTOR QUOTE CONTINUED**

7. Upon completion of project remove all existing non-used wiring, conduit and project debris.
8. Panels are located in Mechanical/Electrical Room 160.
  - a. 1A Panel Left
  - b. 1A Panel Right
  - c. Generator Sub Panel
9. Contractor is to provide conduit and rough-in boxes with pull strings for all data/phone locations as identified on the prints.

**ELECTRICAL MATERIALS:**

Provide all materials as follows and as specified on the drawings:

1. Light Fixtures:
  - a. Fluorescent Fixtures
  - b. Can Lights
2. Receptacles and Cover Plates:
  - a. Generator Power – Red
  - b. Standard Building Power – White
  - c. Cover Plate- White
3. Lighting Controls: Standard

**FLOORING SCHEDULE AND MATERIALS:**

1. Remove and discard all designated carpet and vinyl wall base. Contractor shall demo and related flooring and wallbase prior to other construction trades beginning work.
2. All flooring will be installed once all other trades have completed their portion as related to this project.
3. Prepare floor according to manufacturer's recommendations. Install flooring, transition strips and wall base per Drawings and according to manufacturers' recommendations and procedures.
4. Transition strips shall be installed at all intersections of product change.
5. A 15" perimeter border will be installed in the Pre-Council room. All other rooms shall be single pattern installation.
6. Flooring materials shall be as follows:
  - a. Carpet:
    1. Manufacturer: Mohawk
    2. Style: Trax TRX
    3. Color: 6589 Bluestone
    4. Adhesive: Mapei 185
  - b. Pre-Council Border Carpet:
    1. Manufacturer: Cambridge
    2. Style: Route 66 Exit 36
    3. Color: 46636 Deep Blue Sea
    4. Adhesive: Mapei 185
  - c. Wall Base:
    1. Manufacturer: Armstrong
    2. Style/Color: 4" x 4' / Black
    3. Adhesive: Mapei – 575
  - d. Transition Strip:
    1. Manufacturer: Armstrong
    2. Style/Color: Black



**WORKROOM / SHELLSPACE RENOVATION**

The undersigned, having carefully read and examined the Detailed Specifications, General Conditions, Supplemental Conditions, Reference Documents, Specifications and/or the Drawings, hereby agrees to provide all labor, materials, equipment, and services necessary to construct and complete the Project in conformity with the Contract Documents and in compliance with all applicable regulations.

The undersigned agrees to complete the above referenced Project for the amount of:

**PROJECT:**

Amount to supply all **materials** of the base amount \$ 34,521.25

Amount to supply all **labor and supervision** of base amount \$ 39,729.75

**TOTAL BASE COST:**

Seventy Four Thousand Two Hundred Fifty One and Zero/00 Dollars \$ 74,251.00

**ALTERNATE No. 1: REFERENCE SHEET A1.2 CABINETRY**

Amount to supply all **materials** of the Alternate amount \$ 1,738.00

Amount to supply all **labor and supervision** of Alternate amount \$ 2,435.00

**TOTAL ALTERNATE:**

Four Thousand One Hundred Seventy Three and Zero/00 Dollars \$ 4,173.00

**COMPANY SUBMITTING:** Mart Inc.

NORTH RICHLAND HILLS

# NRRH

THE CITY OF CHOICE

General Contractor Services  
North Richland Hills, Texas

RFP 20-022- SEPTEMBER 9, 2020

**ADDENDUM NO. 2**

- **CHANGE INFORMATION AS SHOWN BELOW TO THE FIRST TWO CRITERION UNDER EVALUATION CRITERIA ON PAGE 27:**

EVALUATION AND SELECTION PROCESS	Min Pts.	Max Pts.
Proposals will be evaluated by a selection committee based on the following criteria:		
Cost of base and alternate proposal for the sample project as requested on page 40	0	+10
Services offered and overhead percentages by cost as shown to replace pg. 41-43	0	+9
Team's comparable project experience	-8	+8
Quality of references for similar projects	-7	+7
Proposers financial stability	-6	+6
Proposers percentage of self-performing tasks	-5	+5
Team structure, work approach and delivery schedule	-4	+4

- **REMOVE PAGES 41, 42 AND 43 AND DISREGARD. IN THEIR PLACE, INSERT THE FOLLOWING:**

**PROPOSAL**

The attached form must be submitted with all other documents to be evaluated by North Richland Hills.

The following list is comprised of projects that could be routinely requested during the course of this contract. However project requests may not be limited to this list. Please indicate whether or not these services are offered by your firm.

- |                       |                        |
|-----------------------|------------------------|
| 1. GENERAL CARPENTRY  | Y <u>X</u> N <u>  </u> |
| 2. MILLWORK CARPENTRY | Y <u>X</u> N <u>  </u> |
| 3. PAINTING           | Y <u>X</u> N <u>  </u> |
| 4. FLOORING VCT       | Y <u>X</u> N <u>  </u> |

- |                                |                |
|--------------------------------|----------------|
| 5. FLOORING TILE               | Y <u>X</u> N__ |
| 6. PLUMBING                    | Y <u>X</u> N__ |
| 7. ELECTRICAL                  | Y <u>X</u> N__ |
| 8. CONCRETE FLAT WORK          | Y <u>X</u> N__ |
| 9. 6' CHAIN LINK FENCE VINYL   | Y <u>X</u> N__ |
| 10. 6' WOOD PRIVACY FENCE      | Y <u>X</u> N__ |
| 11. 6' WROUGHT IRON FENCE      | Y <u>X</u> N__ |
| 12. MASONRY BRICK              | Y <u>X</u> N__ |
| 13. MASONRY STONE              | Y <u>X</u> N__ |
| 14. ROOFING COMPOSITE SHINGLES | Y <u>X</u> N__ |
| 15. ROOFING TPO                | Y <u>X</u> N__ |
| 16. IRRIGATION                 | Y <u>X</u> N__ |

Overhead percentage range from \$1,000 to \$10,000 From 10 % to 10 %

Overhead percentage range from \$11,000 to \$20,000 From 10 % to 10 %

Overhead percentage range from \$21,000 to \$50,000 From 9 % to 10 %

Overhead percentage range from \$50,000 to \$100,000 From 8 % to 9 %

**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID.**


Acknowledge receipt of this addendum by inserting these pages with your bid.

This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original bid document.

Name and Address of Company:

Mart, Inc.  
 \_\_\_\_\_  
 1503 Perry Street  
 \_\_\_\_\_  
 Irving, TX 75060  
 \_\_\_\_\_  
 \_\_\_\_\_  
 FAX: 972-721-1660

Authorized Representative:

Signature:   
 \_\_\_\_\_  
 Name: Tim Proctor  
 \_\_\_\_\_  
 Title: President  
 \_\_\_\_\_  
 Phone: 972-721-1522  
 \_\_\_\_\_  
 Email: projects@martgc.com  
 \_\_\_\_\_





CITY OF NORTH RICHLAND HILLS

Procurement

September 9, 2020

**20-022 GENERAL CONTRACTOR SERVICES**

**ADDENDUM NO. 2: PRE-BID MINUTES AND SIGN-IN SHEET FROM TUESDAY  
SEPTEMBER 8, 2020**

**Questions:**

- 1) We are bidding 2 projects at this time correct?

Answer: Please provide a bid for the sample project. Addendum #2 addresses question asked during the pre-bid meeting regarding the hourly rates. This information will be used to evaluate and select the successful bidder(s).

- 2) Remodel for the provided drawings and also the trade labor proposal?

Answer: Bidder shall fill out every blank in the RFP 20-022 including both Sample General Contractor Bid form and Addendum #2. This information will be used to evaluate and select the best value for the For the City.

- 3) Can you please repeat the portion about if you need to self perform or not? is there a percentage that needs to be self-performed?

Answer: The City prefers to have a general contractor who can self-perform some or all of the trades in lieu of a general contractor who subcontracts all work. At a minimum the Superintendent and Project Manager shall be an employee of the General Contractor. There is no set number for the percentage of self-performed work.

- 4) Pre-Proposal Sign-In Sheet is attached.

- 5) See attached revised Bid Form.



**PRE-PROPOSAL SIGN-IN SHEET**  
Title: RFP 20-022 GENERAL CONTRACTOR SERVICES

On Line Meeting: Tuesday, September 8, 2020 10:30:00 AM  
Bids Due: Tuesday, September 15, 2020 3:00:00 PM

Company Name and Address	Representative Name and Email	Telephone	Fax
Mart, Inc.	Jeremy Nelson; Jeremy.nelson@martgc.com		
Mart, Inc.	Pamela Marley; pamela.marley@martgc.com		
Double D Contracting, LLC	Danny Wywias; DannyWywias@hotmail.com		
Centennial Contractors Enterprises, Inc.	Joe Wachsmann; JWachsmann@cce-inc.com		
JM Management LLC dba JM Construction Solutions	Pompeyo Hernandez; pompeyo@jmconsol.com		
Dallas Harmony Constructions	Mustafa Jawadwala; mustafa@dhctexas.com		
NRH	Scott Kendall; skendall@nrhtx.com Joe Pack; jpack@nrhtx.com Chris Amarante; camarante@nrhtx.com		



CITY OF NORTH RICHLAND HILLS

September 1, 2020

RFP 20-022 GENERAL CONTRACTOR SERVICES

ADDENDUM NO. 1: DAVID-BACON LANGUAGE CHANGE – PAGE 28 COMPLIANCE SECTION

REPLACE: The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction, effective January 3, 2014.

WITH: The contractor shall utilize the 2020 Davis-Bacon wage rate table.

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

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

Name and Address of Company:

Mart, Inc.  
1503 Perry Street  
Irving, TX 75060

Fax: 972-721-1660

Authorized Representative:

Signature: 

Name: Tim Proctor

Title: President

Phone: 972-721-1522

Email: Projects@martgc.com



# STATEMENT OF RESIDENCY

Is your principal place of business in the state of Texas?

  X    
YES

        
NO

If "NO" state address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If "YES" state address:   1503 Perry Street    
  Irving, TX 75060    
\_\_\_\_\_

## Definition:

"Non-Resident" - A contractor whose principal place of business is not in the state of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

"Resident" – A contractor whose principal place of business is in the state of Texas and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

# Mart's Team Prior Projects

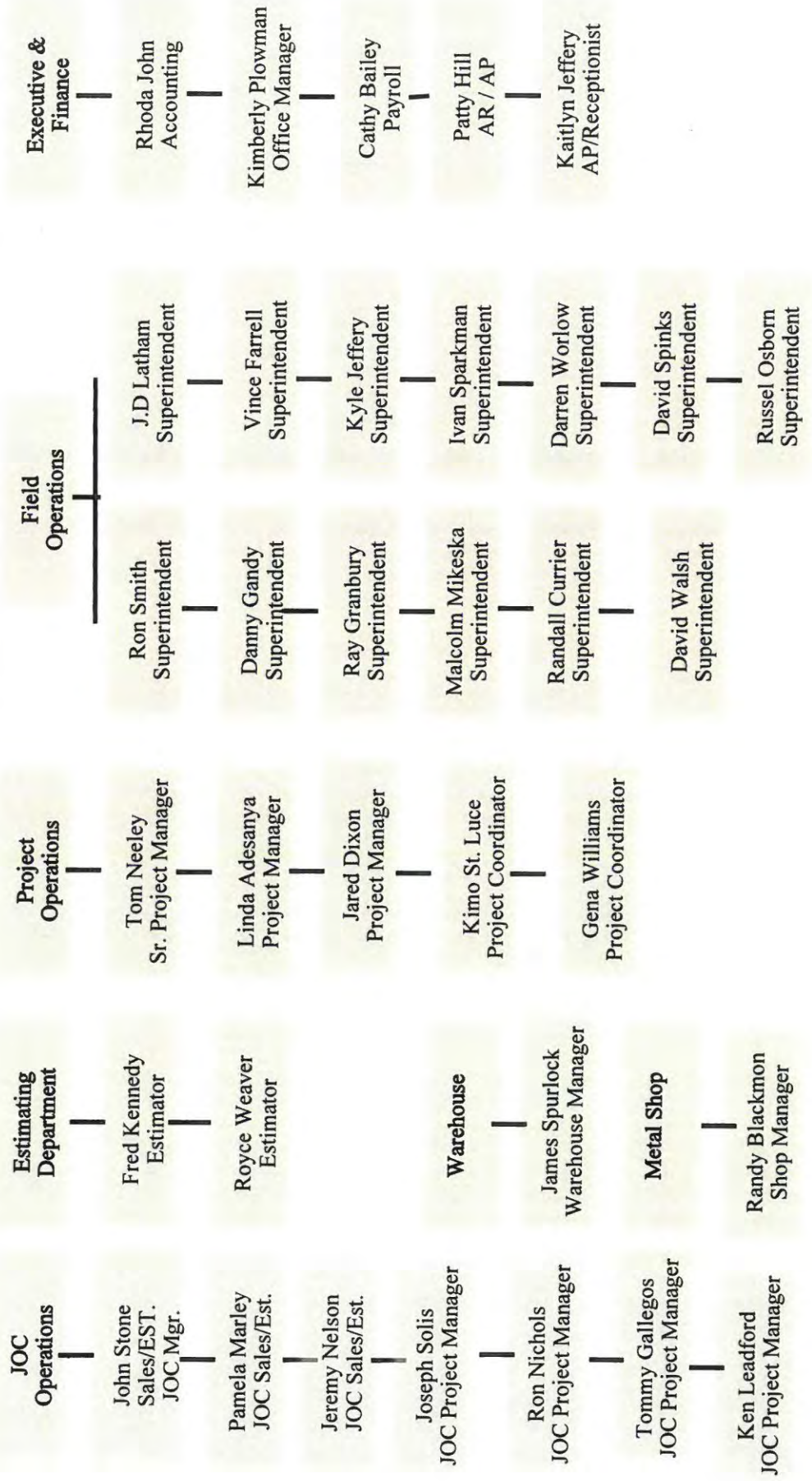


# Organizational Chart

Tim Proctor  
President

Tom Neeley  
Operations Manager

Linda Proctor  
Corporate Secretary





# Tim Proctor

President



MART, Inc.  
1995 - Present

Education:  
East Texas State University  
B.A. Construction Management

Tim has over 35 years experience in commercial construction. Skilled in all phases of the building and construction industry from original design and preliminary site layouts to completion. Qualified in construction of new metal building structures and the remodeling/renovation of the interior of existing buildings. Tim also manages all safety operations:

#### Managed Metal Building erections for:

Ponder ISD, School Additions—\$775,000  
Forney ISD, Agriculture and Bus Barn—\$516,000  
Red Oak ISD, Band Hall—\$400,000  
Lockheed-Martin, JSF Final Assembly Fixed Station—\$170,000  
Plymouth Park Baptist Church, New Storage Building—\$181,000  
TriQuint/Gallium, Gold Recovery Facility Building—\$240,000  
Oakgrove Mem Gardens Cemetery, Maintenance Bld—\$200,000  
Glen Rose ISD, Warehouse—\$250,000  
Joshua ISD, Structural Steel Building—\$150,000  
Cedar Hill ISD, Swine Barn Facility—\$140,000  
Irving ISD, ROTC Building—\$100,000  
City of Rockwall Animal Shelter—\$350,000  
Irving ISD—Bond Package. E., Athletic Fields Improvements—New Construction at 3 High Schools—\$3.7 Million

#### Additional Projects Managed:

St. Michael's & All Angels Episcopal Church  
JC Penny's Corporate Headquarters  
Wal-Mart

# John Stone

## Project Manager JOC Programs



John has been managing our progressively growing JOC program department for the past 3 years and that division has gained in it's success largely on his ability to maintain a consistent and active relationship with his owners. A few of his projects include:

- Fort Worth T - CNG Canopy Ventilation and Sound Wall
- Fort Worth T - CNG Mgr. Office Renovation
- DCCCD Richland - Dam Remediation
- DCCCD Richland - Office Suite Renovation
- DCCCD Richland - Design Build Shop Canopy
- DCCCD Richland - Design Build Entrance Canopies
- Richland Investments - Dock Ramp and Overhead door installation
- DCCCD Bill J. Priest Welding Lab Ventilation
- DCCCD Eastfield - Paint 36 Classrooms
- DCCCD Eastfield - Safety Cages on Access Ladders
- Grapevine-Colleyville ISD - PDEC EFIS Replacement
- Grapevine-Colleyville ISD - HHS Storefront in Councilors Office
- Irving ISD - Security Entrances at Early Childhood Development Centers
- City of Irving - CJC Repair holding cell doors
- City of Irving - Fire Station Interior & Kitchen Renovation
- Grapevine-Colleyville ISD - New Reception Desk, ES
- City of Irving - Fire Station Apparatus Bay Mezzanine & Epoxy Floor
- Grapevine-Colleyville ISD - GHS Excavate and repair shower drain
- Fort Worth T - Design Build, Renovation of Park & Ride Canopy
- Grapevine-Colleyville ISD - GHS Paint exterior front
- Grapevine-Colleyville ISD - Replace Baseball & Softball dugouts
- DCCCD Bill J. Priest Renovate Testing Center

Mart, Inc.  
2009 - Present

Education:  
Midwestern State University  
B.S. Mathematics

References:  
Mark Massey, City of Irving  
972-816-9270

Jeremy McClelland, DCCCD, El Centro College  
214-860-2351

Greg Sims, Grapevine-Colleyville Independent School District  
817-251-5719

Bill Wagner, Fort Worth Transportation Authority  
817-215-8769

# Pamela Marley

Project Manager JOC  
Programs



Mart, Inc.  
2017 – Present

Education:  
Texas Tech University

References:  
Rob Duff, City of Mesquite  
214-437-0553

Bill Walker, United Parcel Service  
972-342-5736

Michael Blankenship, Texas Department  
of Public Service  
512-925-0777

Jim Fulton, The Underwood Agency,  
214-752-3500, Ext. 109

Pamela has recently joined the MART team to co-manage our successful and growing JOC program department. She brings 11 years of Construction management and 20+ years of field personnel Supervision to the program. She prides herself in customer/owner and contractor work-force relationships. Projects within her experience include:

- **Warehouse Office Build and Finish-out, \$368,000 project**
- **Municipal Park Public Pavilion Shelter, \$245,000 project**
- **Animal Shelter Expansion and Finish-out, \$740,000 project**
- **State of Texas Facilities Renovations, \$40,000 - \$280,000 per location**
- **Design Build Fire Station Renovation, \$400,000 project**
- **Office Building Conversion to Production & Retail Facility, \$425,000 project**
- **School District Summer Painting & Renovation, \$250,000 avg. annual**
- **Package Distribution Facility Build-Out, \$820,000 project**
- **3-Story Exterior EIFS/Stucco Renovation, \$375,000 project**
- **Municipal Park Masonry/Stone Signage, \$284,000 project**
- **Municipal Library Remodel & Renovation, \$560,000 project**



# Joseph Solis

## Project Manager



Mart, Inc.  
2013 - Present

Education:  
Midwestern State University  
Bachelor of Science in Mathematics 2006

References:  
Mark Taylor  
Urban Engineer Group  
214-252-1600

Jean Hill  
Dallas County Community College District  
972-860-7760

Catherine Wilson  
City of Garland  
972-205-4084

Joseph has been working in the construction industry for over 18 years.

- DCCCD Richland College Locker Room Renovation
- DCCCD D.O. Board Work Area Renovations
- HEB Eules JHS Parking Lot addition
- Birdville ISD IT Room Phase III
- DCCCD Eastfield Ladders and Doors
- HEB Pat May Professional Center Renovations
- DCCCD DO Waterproof Wall
- DCCCD Northlake College Light Pole Bases
- DCCCD El Centro Stairs/sidewalk rails
- DCCCD Mountainview Door Replacement
- DCCCD El Centro Texas Club Showers
- DCCCD Richland College Walnut St. Gabion Wall
- DCCCD Brookhaven College Parking Lots 1&2 Replacement
- Garland Power and Light New office Renovation
- DCCCD Richland College Pool Decommissioning
- City of Irving- Georgia Farrow Recreation Center Upgrades

Prior to coming to MART, Inc., Joseph was an Electrical Contractor for the following projects/entities:

- City of Dallas-
  - Harry Stone Recreation Center
- Texas Parks and Wildlife-
  - \* Dangerfield State Park ADA Renovations
  - \* Possum Kingdom Lake ADA Cabins

Certifications:  
SWPPP

# Ron Nichols

## Project Manager



Mart Inc  
1980-87  
2017-Present

Ron, began his construction journey with Mart Inc in 1980, starting out as a demo-worker, HVAC rooftop installer, carpenter, drywall tech, floor tile tech, ceiling and grid tech, then as a superintendent. 1987, As superintendent oversaw the renovation of the cosmetic wing of the former Mary Shiels Hospital in Dallas.

His construction experiences have included residential, commercial and international construction.

International work includes: 1996-1999, as Project Manager overseeing a new Hospital Administration Building, Library, Emergency Ramp, and numerous storage building, and compound housing renovations.

2015, Renovation of a two-story Community Training Center with Olive Grove, Art Studio, Hydroponic garden, and playground equipment.

### Education:

Dallas Baptist University  
Bachelor of Arts

### References:

David Hull, Mary Shiels  
Hospital

214-356-1358

Craig Adams, Owner-  
Expanse of Hope

Amman, Jordan 404-649-  
6460

Keith Potter, Consultant-  
Boeing Aircraft

316-209-8767

- 2016 Seattle, WA, complete renovation of 2 basements projects
- 2016 Seattle, WA, renovation of 3 story house including framing, setting doors, trim, sheetrock, tap and bed, bath, and ceramic tile
- 2017 GCISD Painting Stadium Fence project
- 2017 Richland College Shared Project Manager Role-Al Pasco building renovation
- 2018 GISD Memorial Pathway Academy- Restroom Renovation
- 2018 GISD Memorial Pathway Academy- Sidewalks
- 2018 GISD Curtis Culwell Center -Sidewalks

# Tommy Gallegos

Project Manager

Dec. 2008–Aug. 2016

□ **Director of Facilities Management–  
Brookhaven College**

- 4 million dollar budget (annual)
- Interior/exterior envelope
- Manage service contracts (landscape, house-keeping, HVAC, elevator)

MART, INC  
2019–Present

- Hiring official
- New construction (capital improvements)
- Maintain 26 buildings
- **Facilities Coordinator for Facilities Man-  
agement**

- Interior/exterior envelope
- Manage service contracts (landscape, custo-  
dial, HVAC, elevator)
- New construction (liaison)
- Maintain 24 buildings
- Preventative maintenance scheduler
- **Commercial tenant finish out  
(Superintendent)**
- Suspended ceilings
- Commercial framing
- Computer flooring
- Drywall



# Ken Leadford

## Project Manager



Mart Inc  
2018-Present  
House Remodels  
1980-2018

### Education:

University of Memphis  
Bachelor of Business  
Administration

### References:

-Mike Overacker  
Lewisville ISD  
469-260-2420  
-John Kidd  
Lewisville ISD  
469-260-4401  
-David Byrne  
Bank of America  
770-634-8112

Ken, began his construction journey with his father in the Memphis market. They would purchase single family homes in any condition. They would do whatever was required to get the houses ready for renting, as this was the main business that his father was involved with. As part of this process Ken has done most everything related to remodeling and refurbishing a house. Roofing, plumbing, sheetrock, painting, carpentry, etc. The one area not worked in was the HVAC side.

His construction experiences have included residential and commercial starting in 2018.

Some of the commercial projects Ken has been Project Manager over includes:

- Fitzgerald Elementary School removing and replacing sewer lines under the entire school
- Butler Elementary School tore out landscape and put in new landscaping for the facility
- Smith and Rhea Elementary School remodel and change out all plumbing in the chase.
- Decatur High School remodel the countertops and fixtures for boys and girl restroom facilities
- Arlington ISD two overhead doors were remodeled making the opening taller for newer buses to have access. This included cutting CMU walls and installing steel supports and electric openers
- Lewisville West Aquatic Center demo two 48x48 outside walls and rebuild with CMU and Brick with access panels, pull fire alarm, paint and tile cove base
- Trinity Metro T totally disassemble a bus stop, transport to new location, reassemble and do concrete site work



503 Perry St - Irving, Texas - 75060  
 972-724-522 (Ofc) - 972-724-660 (Fax)  
 www.martinc.com

**MAJOR PROJECTS - 2015 - 2020**  
 (Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Irving ISD 15 Playgrounds Reno.	Site work and Pad for 15 Playgrounds	15 different schools	Irving Independent School District, 2621 W. Airport Freeway Irving, TX 75062	Irving ISD Jim Scrivner 972-600-5100	\$556,000.00	80%	TBD	Jared Dixon	10%
City of Denton American Legion Senior Center	Replacement of American Legion South Building	629 Lakey Street Denton, TX	City of Denton 869 S. Woodrow Lane Denton, TX 76205 Dallas County	EIKON Consulting Group, LLC Jason Bennett 940-458-7503	\$1,563,000.00	5%	3/15/20	Kim Cotton	10%
Dallas County Community College District Cedar Valley IT Closet	Installation of IDF Racks, Wire Management, Overhead Pathways and sporting hardware info. Transport Technologies		Community College District 1601 S. Lamar Street Suite 1500 Dallas, TX 75215 214-378-1500 Dallas County	Omniplan Architects 1845 Woodall Rodgers Freeway, Suite 1500 Dallas, TX 75201 Aaron Farmer afarmer@omniplan.com	\$7,119,379.00	85%	TBD	Linda Adesanya	0%
Dallas County Community College District Mt. View IT Closet	Installation of IDF Racks, Wire Management, Overhead Pathways and sporting hardware info. Transport Technologies	Mt. View College 4848 W Illinois Dallas, TX 75211	Community College District 1601 S. Lamar Street Suite 1500 Dallas, TX 75215 214-378-1500	Omniplan Architects 1845 Woodall Rodgers Freeway, Suite 1500 Dallas, TX 75201 Aaron Farmer afarmer@omniplan.com	\$6,774,000.00	85%	TBD	Linda Adesanya	10%
Huckabay ISD Addition	Erect Pre Engineered Metal Building	200 Co Rd 421 Stephenville, TX 76401	Huckabay ISD 200 CO RD 421 Stephenville, TX 76401 Troy Roberts	Gallagher Construction 3501 Token Dr Suite 100 Richardson, TX 75082 972-633-0564 Jeff Fisher	\$824,000.00	97%	1/1/20	Vernon Proctor	10%





503 Perry St - Irving, Texas - 75060  
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 www.martg.com

**MAJOR PROJECTS - 2015 - 2020**  
 (Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
TxDot Arlington Airport Fencing	Aviation Construction work consists of the removal and replacement of the Airport's perimeter fence	5000 South Collins Street Arlington, TX 76018	TxDOT 125 East 11th Street Austin, TX 78701 Steve Hartp	Arlington Municipal Airport 5000 South Collins Street Suite 100 Arlington, TX 903-638-5386 Heather	\$1,009,334.13	99%	1/6/19	Tom Neely	10%
Richardson Skyview Elementary School Addition	Building Addition to Skyview Elementary	9479 Whitehurst Drive Dallas, Tx 75243	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081 Dusty Nugent 469-593-0062	\$2,670,000.00	45%	1/1/19	Tom Neely	10%
Dallas County Community College District Richland College IT Upgrades	Remodel of IT equipment rooms, general Construction, data center & power upgrades, HVAC system upgrades	12800 Abrams Rd Dallas, TX 75243	Dallas County Community College District 4343 IH 30 Mesquite, TX 75150 972-860-7742	Omniplan Architects 1845 Woodall Rodgers Freeway, Suite 1500 Dallas, TX 75201 Aaron Farmer afarmer@omniplan.com	\$4,199,717.00	85%	11/14/19	Linda Adesanya	15%
JOC Arlington ISD Peach Elementary School Retaining Wall	Remove 6 trees for replanting, Excavate for Retaining Wall, Build segmented wall and install drain Backfill, and replant trees	2020 Baird Farm Road, Arlington, TX 76006	Arlington ISD 1203 W. Pioneer Pkwy Arlington, TX 76013	Arlington ISD 1203 W. Pioneer Pkwy Arlington, TX 76013 Kelly Horn 817-223-1891	\$275,000.00	100%	8/18/18	Tom Neely	15%





503 Perry St - Irving, Texas - 75060  
 972-721-522 (Ofc) - 972-721-6660 (Fax)  
 www.martgccc.com

**MAJOR PROJECTS - 2015 - 2020**  
 (Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
L-3 Building 108 SIL 153 Renovations	Renovations performed on Building 108	Greenville, TX	L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell	L3 Communications 10001 Jack Finney, Greenville, Texas Ryan Coffey	\$995,311.03	100%	5/15/19	Vernon Proctor	15%
Richardson ISD Transportation Annex	Construction and addition to the Transportation Annex	205 E Buckingham Rd. Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081 William Goff, 469-593-0047	\$796,000.00	100%	7/12/19	Vernon Proctor	10%
Rockwall ISD Parking Lot	Construction of a New Parking Lot	901 W Yellow Jacket Ln Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087 Tim Lyssy DCCCD	\$491,000.00	100%	7/10/19	Vernon Proctor	10%
Dallas County Community College District RC Fannin Hall Renovation	Remodel Fannin Hall Bathrooms, doors, lighting, Stage lighting	Campus Building, P, Room #141 12800 Abrams Road Dallas, TX 75243	DCCCD District Service Center, West Building 4343 IH-30 Mesquite, TX 75150	District Service Center, West Building 4343 IH-30 Mesquite, TX 75150 Jean Owens 972-860-7742	\$1,284,000.00	98%	6/18/19	Linda Adesanya	10%



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**MAJOR PROJECTS - 2015 - 2020**  
 (Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Maypearl ISD Gym Repairs	Intermediate School Gym Roof Truss and Exterior Masonry Repairs	Maypearl ISD 400 Panther Lane Maypearl, TX 76064	Maypearl ISD 309 Main Street Maypearl, TX 76064	Gallagher Construction 3501 Token Dr Suite 100 Richardson, TX 75082 972-633-0564 Bobby Phillips	\$261,866.00	100%	5/25/19	Vernon Proctor	10%
Argyle ISD 2019 Support Services Paving	Paving Improvements, Landscaping, Electrical	153 Cook Street Argyle, TX 76226	Argyle ISD 800 Eagle Drive Argyle, TX 76226	Argyle ISD 800 Eagle Drive Argyle, TX 76226 Tommy Ledford 940-464-7241	\$442,150.00	100%	4/26/19	Linda Adesanya	10%
Mansfield ISD Multi Campus Elementary Renovations	Renovations to Willie Brown, DP Morris, Imogene Gideon, And Ken Davis Elementary Schools	Several Locations at Mansfield, Tx	Mansfield ISD 605 E Broad Street, Building 300 Mansfield, TX 76063	Mansfield ISD 203 Hillcrest St. Suite 111 Mansfield, TX 76063 Gary Walker 817-299-6390	\$820,500.00	89%	5/1/19	Linda Adesanya	10%
Rockwall ISD Digital Marquee	Replacement of 5 Digital Marquee Signs	Several Locations Rockwall, Heath Texas	Rockwall ISD 1050 Williams Street Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087 Will Salle 469-698-7031	\$389,057.00	100%	5/27/19	Vernon Proctor	10%





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**MAJOR PROJECTS - 2015 - 2020**  
 (Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
North Texas Municipal Water District	Construction of A Fleet Canopy parking lot and New Building	3020 Orr Road Allen, TX 75002	NTMWD 501 E Brown St Wylie, TX 75098	NTMWD 501 E Brown St Wylie, TX 75098 Matthew Marsh 469-626-4725	\$4,875,000.00	30%	7/25/19	Tom Neely	10%
Aubrey ISD Agricultural Science Facility	Construction of New Agriculture Barn, Fencing, and Stalls	415 Tisdell Lane Aubrey, TX 76227	Aubrey ISD 415 Tisdell Lane Aubrey, TX 76227	Command Builders Corp 419 Surveyors Road Krugerville, TX 76227 Jobie Denton 817-925-1292	\$1,511,986.00	100%	7/4/19	Vernon Proctor	15%
L-3 Bldg 606 Anchonics	Building 606 Anechoic Chamber Floor Leveling	10001 Jack Finney Blvd Greenville, TX 75402	10001 Jack Finney Blvd Greenville, TX 75402	L-3 Communications 10001 Jack Finney Blvd Greenville, TX 75403 James Campbell	\$259,175.00	100%	4/2/19	Vernon Proctor	10%
TCCD Southeast Campus Exterior Access	Door & Door Hardware Replacement	Arlington, Texas	TCCD 1500 Houston St, Ft Worth, Tx 76102 - Jorge Espinosa, 817-515-1508, jorge.espinosa@tccd.edu	Tarrant County College District PM - Jade Ansley sara.ansley@tccd.edu 817-515.6085	\$1,078,000.00	100%	3/4/19	Joseph Solis/	10%





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**MAJOR PROJECTS - 2015 - 2020**  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Garland ISD BP	Austin and Houston MS Renovations	Garland, Tx	Garland ISD 701 N. First St., Garland, Texas 75040, Gene Flaherty, GLFlaher@garlandisd.net 972.494.8201	CM - Jacobs, 409 N First, St, Garland, Tx, Terrance O'Brien, terrance.o'brien@jacobs.com, 972.487.6801 (o)	\$1,549,000.00	100%	11/28/18	Tom Neeley/David Walsh	10%
BURLESON OLD TOWN PARKING	Parking Lot Replacement	Burleson, Texas	West Renfro, Burleson, Texas Lance Barton, lbarton@burlesontx.com, 817.426.9621 (o), 817.426.9363 (f), 682.352.6991 (m)	Dunaway and Associates, 550 Bailey Ave, Ft Worth, Texas 76107, HBrauer@dunawayassociates.com, 817.335.1121	\$1,040,986.23	100%	10/15/18	Tom Neeley/Tom Letwinch	100%
JOC Hunt County Jail Repair	Renovation & Shower Modification	Greenville, Texas	Hunt County Jail 2801 Stuart Greenville, Texas 75401	Hunt County Tammy Sherman 2507 Lee Street Greenville, Texas 75401 903.453.6834	\$123,571.00	100%	3/4/19	Joseph Solis/Ray Granberry	
Plano ISD Ag Sciences Renov	Agricultural Sciences Renov	Plano, Tx	Plano ISD 2700 W 15th St, Plano, Texas 75075 Warren Kinsey 214-315-5922	BLC Architecture, 1945 Lilac Lane, Grapevine, Texas 76051	\$1,680,000.00	100%	11/15/17	Tom Neeley/Vince Farrell	100%



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**MAJOR PROJECTS - 2015 - 2020**  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Arlington ISD Hill Swift Renov	Hill & Swift ES School Renov	Arlington, Texas	Arlington ISD1203 West Pioneer Parkway Arlington, Texas 76013, Kelly Horn (682) 867-7615	BROWN REYNOLDS WATFORD ARCHITECTS, INC. 3535 TRAVIS STREET, SUITE 250 DALLAS, TEXAS 77204 (214) 528-8704	\$4,157,930.00	100%	12/17/17	Tom Neeley/David Walsh	100%
Kitchen Equipment Replacement at Various Campuses 2018	Irving ISD Multi-Campus Kitchen Renovations	Irving, Texas	Irving Independent School District, Steve Jones President 2621 W. Airport Freeway Irving, TX 75062	Corgan Associates, Inc., 401 N Houston, St, Dallas, Texas 75202 214-748-2000	\$2,231,000.00	100%	6/4/18	Tom Neeley/Vince Farrell	10%
JOC GISD WILLIAMS STAD EXT RENOV	Exterior renovations	Garland, Tx	Garland ISD, 501 S Jupiter Rd, Garland, Tx 75042	Corgan, 401 N Houston St, Dallas, Tx 75202, 214.748.2000, Sangeetha Karthik	\$430,600.00	100%	5/15/18	Bill Welch	10%
TCCD NE NFAB BLDG KILN REPLACEMENT	Kiln Replacement	Hurst, Texas	Tarrant County College District, 828 Harwood Zakhary, Hurst, TX 76054	Solare Engineering Unlimited, Inc., 1300 Summit Ave Ste 514, Ft Worth, Tx 76102	\$133,604.00	100%	6/1/18	Tom Neeley/Linda A	5%





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**MAJOR PROJECTS - 2015 - 2020**  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
TCCD ODMC RIVERSIDE RECRDS RENO	Renovations	Hurst, Texas	Tarrant County College District, 828 Harwood Zakhary, Hurst, TX 76054	Quorum Architects Inc., 707 West Vickery Blvd Suite 101, Fort Worth, TX 76104	\$739,368.50	100%	4/10/18	Tom Neeley/Thom Letwinch	10%
WYLIE EAST HS RESTROOM BB & TENNIS	New restrooms	Wylie, Tx	Wylie ISD, 200 Pirate Dr, Wylie, Tx 75098, 972-429-2351, Nathan Watson	PBK Architects, 14001 N Dallas Pkwy, Ste 400, Dallas, Texas 75240 972-233-1323	\$692,268.14	100%	4/1/18	Joseph Solis/Ray Granberry	10%
CRANDALL ISD MS GYM LOBBY	Gym Lobby Renovations	Crandall, Texas	Crandall ISD, 400 West Lewis Street, Crandall, TX 75114, 972-427-6000	WJE Architects, 6363 N. State Highway 161, Suite 550, Irving, Texas 75038, 972-550-7777	\$231,300.00	100%	5/15/18	Vernon Proctor/Ron Smith	50%
JOC RES LISCHOOOL DONUT SHOP	Renovations of School Coffee Shop	Lewisville, Texas	Responsive Education Solutions, 1301 Waters Ridge Drive, Lewisville, Texas 75057, William Chandler	Wright Group, 1430 S Broadway St, Carrollton, Tx 972-242-1015	\$152,400.00	100%	5/15/18	Bill Welch	10%





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MAJOR PROJECTS - 2015 - 2020  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Skyline Apartments	Structural Steel and Concrete	Dallas, Texas	Landmark Rehab Group, LLC, 15950 N Dallas Pkwy, Dallas, Texas 75248, Wesley L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell - (903) 457-4317 - james.r.campbell@l3com.com	Landmark Rehab Group, LLC, 15950 N Dallas Pkwy, Dallas, Texas 75248	\$900,000.00	100%	3/1/17	Rick Maxwell/Ron Smith	100%
L3 Communications Sanitary Sewer	Utility replacement	Greenville, Texas	City of Irving, 825 W. Irving Blvd, Irving, Texas, Patrick Lamers -817-789.3604, plamers@cityofirving.org	L3 Communications 10001 Jack Finney, Greenville, Texas Ryan Coffey- (903) 457-7866	\$4,711,666.48	100%	3/5/17	Vernon Proctor/Danny Gandy	100%
CITY OF IRVING LOT 16 GALLERY PLAZA RENOV	Demolition and Renovation	Irving, Texas	City of Farmers Branch 13000 William Dodson Parkway, Farmers Branch, Texas 75234	Huitt Zollars Architects, 500 W 7th St, Ste 300, Ft Worth, Tx 76102, 817.335.3000	\$543,769.40	100%	11/1/18	Joseph Solis/Vince Farrell	100%
City of Farmers Branch Police Dpt Renovations	Concrete	Farmers Branch, Tx	Gallagher Construction Svcs, Todd Lewis (214) 912-4134, tlewis@gallaghertx.com		\$531,000.00	100%	8/17/17	Vernon Proctor/Ray Granberry	15%



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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Arlington ISD Johns Webb Kitchen Renov	Johns Webb ES Kitchen Renov	Arlington, Texas	Arlington ISD1203 West Pioneer Parkway Arlington, Texas 76013, Kelly Horn (682) 867-7616	LBL Architects 1106 Randol Mill Road, Ste 300, Arlington, Texas 76012	\$950,000.00	100%	4/1/17	Tom Neeley/David Walsh	10%
JOC Lewisville ISD School renov	Prairie Trail ES Renovation	Flower Mound, Tx	Lewisville ISD, SHAWN BARR 469- 948-7841	STANTEC - JONATHAN ALDIS -214-473-2400	\$702,000.00	100%	5/16/17	Benny Aguilar/Russell Osborn	10%
Kitchen Equipment Replacement at Various Campuses 2017	Irving ISD Kitchen Renovations	Irving, Texas	Irving Independent School District, Steve Jones President 2621 W. Airport Freeway Irving, TX 75062	Corgan Associates, Inc., 401 N Houston, St, Dallas, Texas 75202 214- 748-2000	\$1,487,000.00	100%	6/1/17	Tom Neeley/Vince Farrell	10%
Birdville ISD Tech Labs	Lab Renovations	Birdville, Tx	Birdville ISD, 6125 East Belknap Street, Birdville, Tx	PBK Architects, 14001 N Dallas Pkwy, Ste 400, Dallas, Texas 75240 Mark Berg 972-233- 1321	\$461,375.00	100%	3/7/17	Joseph Solis/Steve Hines	10%
Singing Hills Recreation Center	Renovations	Dallas, Texas	City of Dallas, 1500 Marilla, Dallas, Tx, Trent Williams, 214- 670-1807, trent.williams@dallasc ityhall.com	Perkins Will, 10100 N Central Expwy, ste 300 Dallas, Tx 75231 Tori Wickard 214-283-8700 tori.wickard@perkinswi ll.com	\$4,470,000.00	100%	8/1/15	Bill Welch/Tom Letwitch	TBD Approx 21%





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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
CO Richardson Pool Renovations	Pool Renovations	Richardson, Tx	City of Richardson, 411 W. Arapaho Rd, Richardson, Texas 75080 - Jim Dulac - 214-744-4090	Mayes Associates, 14850 Quorum Dr. Ste 201, Dallas, Texas 75254 Greg Dasplit 972-386-0338	\$916,000.00	100%	2/1/17	Joseph Solis/Thom Letwinch	10%
City of Dallas Buckner Park Improvements	Park Improvements	Dallas, Texas	City of Dallas, 1500 Marilla Dallas, Texas 75201 - John Reynolds, 214-671-9848, john-reynolds@dallas-cityhall.com	NEWMAN, JACKSON, BIEBERSTEIN, INC. Landscape Architecture / Urban Design Dallas, Texas	\$1,935,506.00	100%	4/1/16	Tom Neeley/Vince Farrell	TBD Approx 21%
Richland College Locker Room Renovations	School Renovations	Dallas, Texas	DCCCD 4343 IH 30, Mesquite, Texas, Jean Hill johill@dcccd.edu (972)860-7742	5G Collaborative, LLC 800 Jackson St, Ste 500, Dallas, Texas 75202, Son Thai 214-670-0050	\$1,257,000.00	100%	9/1/16	Joseph Solis	10%
L3 Communications hangar 102	Renovations	Greenville, Texas	L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell - (903) 457-4317 - james.r.campbell@l3com.com	MJDII Architects, Inc. 4004 Belt Line Road, Suite 210 Addison, Texas 75001 Tel: (972) 866-8600 Fax: (972) 866-8601 E-Mail: MJDII@MJDII.com	\$767,000.00	100%	5/1/16	Bill Welch/Danny Gandy	15%





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MAJOR PROJECTS - 2015 - 2020  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Tarrant County Community College District Locker Room Renovations	Renovate Locker Rooms	Ft Worth, Texas	TCCD 1500 Houston St, Ft Worth, Tx 76102 - Jorge Espinosa, 817-515-1508, jorge.espinosa@tccd.edu	Sewell Advisory Services LLC, 828 W. Harwood Rd. NMPC Bldg Room 1215, Hurst, Tx 76054 - Drew Schott, 214-600-0460, dschott@sewelladvisory.com	\$1,661,000.00	100%	4/15/16	Bill Welch/Thom Letwitch	Approx 20%
Joshua ISD Campus renov	Multi Campus Renovations	Joshua, Texas	Joshua ISD, Fran Marek, 310 E 18th St, Joshua 76058 817-202-2500 fmarek@joshuaisd.org	Huckabee, John Horsak, 801 Cherry St, ste 500, Ft Worth 76102 800-687-1229, jhorsak@huckabee-inc.com	\$1,708,000.00	100%	6/6/16	Tom Neeley/Vince Farrell	15%
L3 Communications building 145	Renovations	Greenville, Texas	L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell - (903) 457-4317 - james.r.campbell@l3com.com	L3 Communications - designs done by different L3 Departments Tingling Architects 903 E 18th St, Ste 217, Plano, Texas 75074 469-964-5126 Brian@YinglingArchitects.com	\$1,250,000.00	100%	2/15/16	Bill Welch/Danny Gandy	25%
DCCCD Eastfield College Restroom Renovations	Restroom Renovations Building C	Mesquite, Texas	DCCCD 4343 IH 30, Mesquite, Texas, Jean Hill johill@dcccd.edu (972)860-7742						



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**MAJOR PROJECTS - 2015 - 2020**  
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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
City of Grand Prairie Municipal Airport	Renovations	Grand Prairie, Texas	City of Grand Prairie, 206 W. Church Street, Grand Prairie, Texas 75050, Randy Byers, rbyers@gptx.org	KSA Engineers, Inc., 8875 Synergy Dr, McKinney, Texas 75070 - Elliot Neph - 972-542-2995, eneph@ksaeng.com	\$729,048.00	100%	7/6/15	Tom Neeley/Joe McGowan	15%
City of Grand Prairie Municipal Court Lobby	Renovations	Grand Prairie, Texas	City of Grand Prairie, 206 W. Church Street, Grand Prairie, Texas 75050, Marshall Warder, 972-237-8274, mwarder@gptx.org	Komatsu Architecture, 3880 Hulen St, Ste 300, Ft Worth, Tx 76107, Amy Sibley, 817-332-1914, asibley@komatsu-inc.com	\$227,700.00	100%	10/1/15	Tom Neeley/Joe McGowan	12%
HEB ISD Pat May Center	Renovations	Bedford, Tx	HEB ISD - Randy Morgan - 817-988-4103, randymorgan@hebisd.edu	Huckabee Architects - Brad Freas, 817-875-5052, bfreas@huckabee-inc.com	\$1,079,000.00	100%	6/15/15	Joseph Solis/Malcolm Mikeska	21%
L3 Communications	Bldg 110 Renovations	Greenville, Texas	L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell - (903) 457-4317 - james.r.campbell@l3com.com	L3 Communications - designs done by different L3 Departments	\$3,000,000.00	100%	5/15/15	Vernon Proctor/Danny Gandy	25%
L3 MCS Building Renovations	Renovations	Greenville, Texas	City of Greenville, 2821 Washington Street, Greenville, TX 75401	L3 Communications 10001 Jack Finney, Greenville, Texas Keith Lahori- (903) 457-6164	\$432,000.00	100%	8/31/15	Vernon Proctor/Danny Gandy	15%



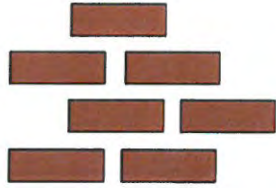


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**MAJOR PROJECTS - 2015 - 2020**  
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Ft Worth Transportation Authority Platform Gates	Structural Installations	Ft Worth, Texas	Ft Worth Transportation Authority, 1600 E. Lancaster, Ft Worth, Tx 76102 -Bo Cung, 817-215-8782, bcung@the-t.com	Multatech, 817.877.5571 x.139, Simon A. Guerrero, AIA, NCARB, sguerrero@multatech.com	\$206,281.00	100%	5/15/15	Bill Welch/Ron Smith	10%
FWISD BP5	Renovations at 3 Schools	3 Fort Worth ES	Fort Worth ISD, 100 N University Dr, Fort Worth, Texas 76107, 817.814.2000, Vicki Burris	Fender/Andrade Architects, 201 S. Calhoun St, Ste 113-C, Fort Worth, Texas 76104 - 469.569.7204, William Giron	\$3,979,000.00	100%	2/20/15	Bill Welch/Vince Farrell	10%
City of Grand Prairie CMO Building	Renovations	Grand Prairie, Texas	City of Grand Prairie, 206 W. Church Street, Grand Prairie, Texas 75050, Marshall Warder, 972-237-8274, mwarder@gpctx.org	Komatsu Architecture, 3880 Hulen St, Ste 300, Ft Worth, Tx 76107, Amy Sibley, 817-332-1914, asibley@komatsu-inc.com	\$613,500.00	100%	2/15/15	Tom Neeley/Joe McGowan	12%
JOC Ft Worth T HRP Complex	Remodeling	Ft. Worth, Tx	Ft Worth Transportation Authority, 1600 E. Lancaster, Ft Worth, Tx 76102 - Bill Wagner, 817-215-8769, bwagner@the-t.com	Huitt Zollars Architects, 512 Main St, Ft Worth, Tx (All contact with The Ft. Worth T)	\$834,000.00	100%	4/8/15	Bill Welch/Ron Smith	15%





**MART, INC.**

General Contractors

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## Corporate Overview/Qualifications for Construction Project Management

Presented for your Consideration

# Corporate Overview

## CORPORATE INFORMATION & ORGANIZATION

Name of Firm: Mart, Inc.  
Address: 1503 Perry Street  
Irving, Texas 75060  
Phone: 972-721-1522  
Fax: 972-554-0240  
www.martgc.com  
Form of Business: Corporation  
Year Founded: 1977  
Primary Contact: Tim Proctor, President  
Tim@martgc.com

## ORGANIZATION

Mart, Inc. is a corporation in Dallas County, Texas, providing General Construction, Construction and Job Ordering Contract (JOC) services. Since being founded over four decades ago, Mart strives for excellence in every project. Our goal is to exceed the expectation of our customers by completing projects on time, controlling costs, and managing paper work with professionalism.

Mart, Inc. has performed Construction Management on projects up to \$7,200,000. Mart has performed construction for most of the cities, colleges, and school districts in the DFW Metroplex. We specialize in Renovations, Additions, Ground up and Job Order Contract projects.

Included in this qualification package you will find Mart's "Concepts for Working as a Construction Project Manager" which details our Best Practices for managing a project from inception to completion. Also included is the "Mart, Inc. Construction Team" listing some of our personnel, years experience, and educational background.

## BONDING INFORMATION

CAN Insurance Company  
IBTX Risk Services  
5057 Keller Springs Road, Suite 200  
Addison, Texas 75001  
(214) 431-4395  
(214)596-9030 **Fax**

## METHODOLOGY

We at Mart Inc. are dedicated to providing the most pleasant experience possible from the moment we begin your project to the time the "ribbon is cut". We have an outstanding resume of satisfied customers, references that will put your mind at ease, a professional staff of employees who genuinely care about your project and awards for safety and project excellence.

Mart, Inc. has an understanding of issues related to noise control, dust control, parking, etc. We work with our clients to avoid all unnecessary interruptions. We seek the best interest of our customers. While our work hours are typically 7:00 a.m. to 5:00 p.m., we adjust our schedule to fit the clients' needs, frequently performing work outside of office hours.

Mart has personnel who have attended the Texas Accessibility Standards Academy and remain up-to-date on compliance and regulations.



## FINANCIALS

Mart has been in business since April, 1977. Our financials are available upon written request.

## UNDERSTANDING OF NEEDS ASSESSMENT

Mart, Inc. has extensive experience providing construction and construction management of City Facilities. The following are a few of the concepts that will be utilized to insure a successful project.

- All construction personnel are drug tested and will be required to wear identification badges.
- All construction personnel will conduct themselves appropriately – no tobacco, offensive language, inappropriate clothing, etc.
- Sensitivity to noise levels and other construction activities which would disrupt events. We will schedule these construction activities outside of the owner's operating hours.
- Two week look ahead schedules will be given to the owner each week in order to apprise them of upcoming construction activities.
- Historically underutilized businesses and minority businesses will be pursued to provide diversity.
- OSHA safety standards strictly enforced.
- Texas Accessibility Standards will be adhered to.

## AWARDS

In 1991, arsonists burned the Old Bedford School. In 1993, Mart, Inc. was awarded the contract to restore the building to its original, 1915 state.

The original appearance included tin ceilings, cypress doors with transoms, pine flooring, and blackened plaster chalkboards. Mart, Inc. stepped up to the plate to meet the challenge and by 1996, the building was fully restored. Today the Old Bedford school serves as an educational and cultural community center.

The Summit Award presented to Mart, Inc. in 1996 for the Old Bedford School Restoration.

With an increased emphasis on safety, Mart has earned Safety awards for both 1997 and 1998 from the Associated General Contractors of America. We are proud of these awards and will continue to encourage safety on every job we do.

In 2009 we were nationally recognized by the U.S. Chamber of Commerce as a Blue Ribbon Award Recipient. This award is given annually to only the 56 Best Small Businesses in America, and confirms Mart's dedication to quality work, our commitment to Owners and Subcontractors, and our timely completion of projects on time and under budget.

In 2011, Mart was recognized by Uplift education for it's community service by donated the labor to build a new playground for it's Williams Preparatory Campus. We were also recognized in 2012 by the Birdville ISD for donating labor and materials needed to complete landscape improvements for the elementary school.

## SAFETY

Mart has a safety philosophy that is built upon the notion that everyone needs to be on the same page for a safety program to work. We've taken that team approach to a new level by partnering with an outside Safety consultant and becoming part of a Strategic Safety Partnership moving away from traditional enforcement methods and embracing collaborative agreements.

Through this partnership we both agree to work cooperatively to address critical safety and health issues. We are implementing comprehensive safety measures including but not limited to:

- Site inspections and audits done by our independent Consultant
- Safety training (OSHA 10 and 30 for new employees). Improving worker Safety knowledge
- Accident Investigations
- Job Safety Analysis

## Concepts of working as a Mart Construction Project Manager



## QUALITY CONTROL

### CONCEPTS OF WORKING AS A MART CONSTRUCTION PROJECT MANAGER

#### Project Management

Mart, Inc. emphasizes a true team approach to planning, design, and construction. We consider the architect and owner to be vital team members, forming the core team for the project.

Mart, Inc. will provide overall project management, including:

- Cost Control & Estimating
- Project Schedule Control
- Bid Package Procurement
- Quality Control
- Construction Management
- Subcontractor Management

#### Cost Control & Estimating

Mart, Inc. will call upon our experience in design and construction to supply this project with an extensive database of current construction cost information. We will utilize a variety of data in preparing initial project budget and later in developing statements of probable construction cost. Some of the data we use includes:

- Updated historical cost data from previous projects
- Construction cost data obtained from national firms such as R.S. Means
- Construction cost information obtained from local subcontractors.
- Construction cost data from current project

This cost database, used to develop our cost models and line item estimates, is based on local market conditions and construction practices.

A preliminary cost model will be established at the beginning of the project based on current historical data for each building component at each site i.e. site work, foundations, exterior enclosure, etc.

As planning and design phases proceed, the cost model will be updated to more closely represent the actual conditions and provide comparative cost information for concept alternatives. Once a concept direction has been established, a detailed line item estimate will be prepared utilizing information provided by local subcontractors. An escalation factor will also be added to provide a final conceptual construction cost estimate.

During each phase of work, we develop "Statements of Probable Construction Cost" (SPCC). As design work progresses, the SPCC become more refined. During the Design Development and Construction Documents phase of work the SPCC are based upon actual calculated quantities of materials and the associated unit prices.

#### Project Schedule Control

Schedule control is a key aspect of a project's success. Our experience has shown there is a direct relationship between keeping a project on schedule and the final, overall project cost. For this reason, our approach continually stresses the importance of schedule control to all employees.

Our overall philosophy on schedule control is to develop with the project team a tight but achievable schedule and to aggressively monitor the schedule throughout the life of the project. This schedule includes the design phase as well as construction phase of the project

There are several levels of control that are important in our approach. The first of these is a computerized reporting system. This system provides the Project Manager with a weekly report that indicates how well the project is performing relative to our own budget and goals. This report is a useful general indicator of the

project's progress.

More important is our development of a project task plan. We do this by:

- Identifying in detail the tasks to be accomplished
- Combining tasks with calendar days and man days per week for each task to form a work plan
- Balancing this plan in light of the client's needs, manpower availability, holidays, vacations, team size and team capabilities.

The plan identifies for both the design team and the client all of the major decision-making milestones. These are the key points along the way when alternatives will be developed, reviewed, modified, evaluated and when final decisions will be required.

This approach successfully allows the client's Project Representative to readily understand the times the staff and decision-makers will be involved, their expected level of participation, the kind of information they will have to provide, and the time-frame in which they must arrive at specific decisions.

#### Subcontractor Management

The objective of our business is to exceed the expectations of our customers by completing projects ahead of schedule, controlling costs and managing the administrative responsibilities with professionalism and responsiveness. We require the same from each subcontractor we partner with.

Selection of experienced, professional subcontractors insures the project will meet both the time constraints and quality goals. During the initial selection process, we will review the three lowest responsive bids. We then contact the subcontractors, request six references and copies of their insurance. After contacting the references, we determine the best subcontractor for the project based on the following criteria:

- Capability to meet Client's needs
- Past experience with subcontractor
- Responses from references
- Bid price
- Ability to meet insurance requirements

Once the selection is made, an evaluation sheet of proposed subcontractors will be provided for the client's review and approval. Experience has demonstrated the value of taking time on the front end of the project to properly evaluate subcontractors.

After contracts are issued, a preconstruction meeting is set. During this important meeting, the following 'Best Practices' are established:

- Chain of authority
- Construction schedule, sequencing, and milestones
- Establish goal of 'zero punch list'
- Safety practices
- Review and posting of all emergency phone numbers
- Regular subcontractor meetings
- Site logistics: parking, storage, temporary facilities

During the construction phase, the superintendent maintains daily reports, which include information on each subcontractor's performance. Information gathered includes number of workers, work accomplished, any issues, deliveries, etc. Regular subcontractor meetings and safety meetings are held to review schedule, deliveries, RFI's, change orders, and status of as-builts and close-out documents.

#### PROJECT REPORTING

Every step of the project will be documented. Meeting minutes will be recorded by MART, Inc. The minutes will include topics discussed. Any open topics will be assigned to the appropriate person with the anticipated

date of completion of the topic. These items are moved to old business to be discussed at the next meeting. Meeting minutes are distributed to all in attendance for approval.

**Requests for Information (RFI's), any proposed change requests, Contingency Expenditures, and two week Look Ahead Schedules** are reviewed at each meeting. All reports are computer generated on industry acceptable forms.

During the construction phase of the project, Daily Reports are kept by the project Superintendent. Additionally, digital photos are taken throughout the project and distributed on CD.



# Prior North Richland Hills Experience

City of North Richland Hills  
Bid # RFP 20-022  
General Contractor Services  
Prior Project List

North Richland Hills Green Valley Park

Joe Pack 817-427-6622

\$44,000 Started: July 6, 2020 Finished: End of July

North Richland Hills Park Arch Beam Replacement

Joe Pack 817-427-6622

\$37,450.00 Started: 09/03/18 Finished: 09/28/2018

# Warranty Sample





**MART, Inc.**  
General Contractors  
1503 Perry Street, Irving, TX 75060  
(972) 721-1522, Fax: (972) 721-1660

[www.martgc.com](http://www.martgc.com)

Date:

WARRANTY LETTER

**SAMPLE**

Owner  
Address  
Address

Job Name

Owner

In accordance with the terms and conditions of the Contract Documents, and the Specifications, MART, Inc. hereby warrants all workmanship and materials provided for the above referenced project for a period one year (365 days) from the date of issuance of "Certificate of Substantial Completion" of {Date}.

MART, Inc. agrees to repair or replace any or all of the work, which may prove to be defective in workmanship on materials, together with any adjacent work, which requires repair or replacement because of our defective work or material. This Warranty does not include normal wear and tear, or repair and replacement of materials, which have been abused, neglected or not maintained in accordance with the manufactures recommended maintenance procedures and schedules.

Excluded from this warranty are materials and workmanship covered by warranties by others.

**CLAIM PROCEDURE:**

IN the event a warranty claim is required, please contact:

Tim Proctor  
President  
MART, Inc.  
(972) 721-1522, Fax: (972) 721-1660

Respectfully,

Tim Proctor  
President, Mart, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public, STATE OF TEXAS

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Stamp