



PURCHASING DEPARTMENT

REQUEST FOR BID

**20-004 PUBLIC WORKS
RESTROOM RENOVATION
PROJECT**

BIDS DUE THURSDAY, NOVEMBER 07, 2019

BY 11:00 A.M.

Contents

| | |
|---|----|
| INVITATION TO BID..... | 3 |
| GENERAL CONDITIONS | 4 |
| INSURANCE REQUIREMENTS | 11 |
| NON-COLLUSION AFFIDAVIT OF BIDDER | 12 |
| BID CERTIFICATION | 13 |
| COMPLIANCE WITH HOUSE BILL 1295 | 14 |
| FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY | 15 |
| CONFLICT OF INTEREST QUESTIONNAIRE | 16 |
| SPECIFICATIONS | 19 |
| BID FORM | 24 |
| ATTACHMENT A..... | 25 |

INVITATION TO BID

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

- Bid Number: 20-004
- Bid Type: REQUEST FOR BID
- Bid Name: PUBLIC WORKS RESTROOM RENOVATION PROJECT
- Bid Due Date: Thursday, November 07, 2019
- Bid Due Time: 11:00 A.M. Central Standard Time
- Pre Bid Conference: 10:00 A.M. Central Standard Time Thursday October 24, 2019
- Location: 7200A Dick Fisher Drive South, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Wednesday, October 30, 2019
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 20-004 PUBLIC WORKS RESTROOM RENOVATION PROJECT
4301 City Point Drive
North Richland Hills, TX 76180

If delivering a bid packet please include *One (1) hard copy and One (1) soft copy on Flash drive.* Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT
20-004
PUBLIC WORKS RESTROOM RENOVATION PROJECT**

No oral explanation in regard 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 is turned in to the City of North Richland Hills on or before **11:00 A.M. Thursday, November 07, 2019**. The official time shall be determined by the clock located in the North Richland Hills City Hall Purchasing Department. Bids received after the time stated above will be considered ineligible and returned unopened.

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

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

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the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

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

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

4. **REJECTION/DISQUALIFICATION**

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

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

- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

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

5. BID EVALUATION

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

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

6. AWARD OF BID

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

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

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

7. ASSIGNMENT

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

8. SUBSTITUTIONS/EXCEPTIONS

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

9. DELIVERY/ACCEPTANCE

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

10. NOTICE OF DELAYS

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

11. SALES TAX

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

12. TIE BIDS

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

13. BRAND NAME OR EQUAL

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

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

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly

indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

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

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

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

16. TERMINATION/NON PERFORMANCE

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

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

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

17. ATTORNEYS FEES

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

18. INDEMNITY

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

solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

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

19. PERFORMANCE AND PAYMENT BONDS

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

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

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

20. INTERLOCAL AGREEMENT

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

Yes, we agree

No, we do not agree

21. ELECTRONIC PROCUREMENT

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

22. COMPLIANCE WITH SB 89:

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

Yes, we agree No, we do not agree

23. COMPLIANCE WITH SB 252:

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

Yes, we agree No, we do not agree *

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

24. ETHICS AND COMPLIANCE POLICY

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

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

I agree
 I do not agree

25. 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: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations | \$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 a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles | \$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 Denton

Suzana Ingles verifies that:

(Name)

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


SIGNATURE

Richard Kang
PRINTED NAME

Subscribed and sworn to before me this

13th Day of November 2019.

NOTARY PUBLIC in and for

Dallas County, Texas.

My commission expires: 12/18/2022



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

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

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

COMPANY: Time Manner Construction LLC

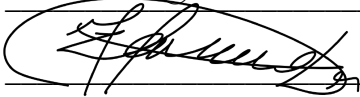
ADDRESS: 2625 Old Dewnton Rd, St 500-E

CITY, STATE & ZIP: Carrollton, Tx, 75007

TELEPHONE: (469) 758-1112

FAX: (469)758-1115

EMAIL: suzana@timemanner.com

SIGNATURE: 

PRINTED NAME: Suzana Ingles

DATE: 11-12-2019

COMPLIANCE WITH HOUSE BILL 1295

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

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

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

Filing Process:

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

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

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

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

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

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

Company Names: Time Manner Construction LLC

Representative: Suzana

Address: 2625 Old Denton Rd, St 500-E

City, State, Zip: Carrollton, TX, 75007

Telephone No. (469) 758-1112 **Fax No.** (469) 758-1115

Email address: suzana@timemanner.com

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

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/CIQ.pdf>

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Time Manner Construction LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

11-13-2019

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.

SPECIFICATIONS

SERVICE CENTER RESTROOM RENOVATION – MEN’S ROOM

SCOPE OF WORK:

1. The City of North Richland Hills has a project to renovate the men’s restroom at the Public Works Service Center at:
7200A Dick Fisher Drive South
North Richland Hills, TX 76180
2. The contractor shall provide all necessary labor, equipment and materials for the renovation of the men’s restroom at the Public Works Service Center.
3. All work performed shall be accomplished by licensed HVAC technicians, Plumbers, and Electricians as described in the attached design drawings.
4. No used or damaged materials will be allowed. A 24-hour notice is to be given to the North Richland Hills (NRH) Facilities Project Manager prior to any equipment being delivered to the site.
5. The Contractor shall perform the following activities:
 - Remove old bathrooms hardware and accessories (includes shower valves and floor drain in renovated shower area).
 - The trough sink, mirror, and paper towel dispenser will be reused.
 - Store in approved area for re-installation at appropriate time.
 - Remove lockers and store for reuse.
 - Cover with plastic and place in approved area.
 - Store in approved area for re-installation at appropriate time.
 - Remove shower curb and CMU wall in old shower area according to attached drawings.
 - Demo walls according to attached drawings.
 - Saw cut floor as needed and reconfigure sanitary sewer according to attached drawings.
 - Backfill over reconfigured sanitary sewer and replace concrete according to attached drawings.
 - Remove old lighting according to attached drawings.
 - Build new CMU pipe chase on South wall according to attached drawings.
 - Close south wall opening to shower area in the women’s restroom according to attached drawings.
 - Remove CMU Block and open East wall of men’s restroom to small shower area according to attached drawings.
 - Reconfigure HVAC ductwork and install new exhaust according to attached drawings.
 - Build North/South CMU block walls between restroom area and locker area according to attached drawings.

- Install commodes (2 new/ 2 reused) and plumbing, new urinals (2 new/ 2 reused) and plumbing, all new partitions and accessories according to attached drawings.
 - Install new lighting according to attached drawings according to attached drawings.
 - Replace sink, hardware and faucets according to attached drawings.
 - Polish concrete floor.
 - Paint walls and ceilings according to attached drawings according to attached drawings.
 - The Contractor shall provide color catalogues for approval by the NRH Project Manager.
 - The contractor shall clean all areas involved to the satisfaction of the NRH Project manager.
 - The basic specification is an outline. The contractor shall not deviate from the attached drawings without the permission of the architect and the NRH Project Manager.
6. Implied work, work specified and not specified shall be executed as if fully described; and any work or materials which are not directly noted in the specifications but are necessary for the performance of the obvious intentions are to be understood as implied work and will be provided for by the contractor in original proposal as if fully specifically described.

CONSTRUCTION SCHEDULE:

1. All work shall be scheduled Monday through Friday 7AM – 6PM. After hours or weekends shall be at the Contractor’s discretion with prior approval from the NRH Facilities Project Manager.
2. Upon awarding of the project, the Contractor shall coordinate with NRH Facilities Project Manager the tentative time line and schedule for the Project.

FACILITY NAMES & LOCATION:

Public Works Service Center
 7200A Dick Fisher Drive South
 North Richland Hills, TX 76180

PROTECTION:

Adequately protect all surfaces, including personal and private property from damage. Protect existing floors in the hallways. Cover existing return vents to minimize dust from construction activities. Repair any damage as a result of inadequate or unsuitable protection.

CLEANING:

1. During progress of work, keep premises free from any unnecessary accumulation of equipment, surplus materials and debris.
2. Upon completion of work, leave the premises neat and clean, to the satisfaction of the NRH Facilities Project Manager.

CONTRACTOR'S DUTIES:

1. The contractor shall remove from City property and properly dispose of, according to city, state and federal disposal requirements; all used equipment replaced in this project.
2. The contractor shall be responsible for a construction debris dumpster. The City of North Richland Hills has an exclusive contract with Republic Services. This is the only approved/authorized provider.
3. Upon completion of the installation, the Contractor shall label new equipment with unit numbers, identify circuit breakers and provide a list of model and serial numbers. Label with black on white plastic signage. (Black field with white lettering) Label as directed by the NRH Facilities Project Manager.
4. Upon completion the Contractor shall startup each new piece of equipment and verify unit is operating according manufacturer's specifications.
5. Contractor shall insure all components, accessories, and supplies required; if not specifically called out in these specifications, are inclusive in his bid response.
6. Except as specifically noted, provide and pay for labor, materials, tools and equipment.
7. Secure and pay for as necessary, for proper execution and condition of work:
 - a. **Permits** - A Building Permit fee **will not** be charged to the Contractor, but must be obtained.
 - b. **Licenses** - Fees will be charged for licenses required to perform work.
8. Comply with the governing industry standards, all local codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work. Obtain inspections as required by the City Building Inspection Department.
9. Promptly submit written notice to the NRH Facilities Project Manager of observed variances of contract documents from legal requirements. It is the Contractor's responsibility to make certain that the contract documents comply with local codes and regulations.
 - a. Appropriate modifications to Contract Documents will adjust necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements, without notice.

10. Enforce strict discipline and good order among employees. Do not employ on the work site unfit persons or persons not skilled at the task being performed.
11. The Contractor shall make a thorough inspection of the job site where the units are to be installed. A thorough examination of these specifications should be made so as to be informed of the nature of the work, labor conditions or any other matters that may affect the cost and time completion of the work.
12. The Contractor shall examine the locations of new equipment installation and all documents and report to the NRH Facilities Project Manager any conditions detrimental to the work to be performed.
13. Checking dimensions at the site:
 - a. Verify all measurements before ordering any materials or performing any work.
 - b. Report any discrepancies to the NRH Facilities Project Manager for instructions before proceeding.
14. Approval of working surfaces:
 - a. Notify the NRH Facilities Project Manager of any unsatisfactory condition before performing work over work of other Contractors.
 - b. Beginning of work by a Contractor will constitute his acceptance of previous work.
15. Contractors use of the premise:
 - a. Confine all operations at the site to those areas approved by the NRH Facilities Project Manager.
 - b. Do not unreasonably block or encumber the site with materials or equipment.
 - c. Do not load the structure with weight that will endanger the structure.
 - d. Assume full responsibility for protection and safekeeping of products stored on premises.
 - e. City employees will be conducting business as usual in this area. Do not hinder the city operations.
 - f. Contractor is not to use any city facility or equipment without prior approval from the NRH Facilities Project Manager. Portable restrooms will be available.
 - g. Contractor access to roof will be by ladder.

QUALITY ASSURANCE:

The NRH Facilities Project Manager reserves the right to refuse and reject any work where materials or workmanship, in his opinion does not meet or exceed with industry standard and/or the intended product result.

WARRANTY:

The Contractor shall provide the Owner a written one-year warranty against defects in material and workmanship, exclusive of any manufacturer's warranty.

BID FORM

2019 SERVICE CENTER RESTROOM RENOVATION – MEN’S ROOM

The undersigned, having carefully read and examined the specifications and having visited the site and familiarized self with all local conditions affecting the work, hereby agrees to provide all labor, materials, equipment, supervision and services necessary to 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 base bid amount of:

PROJECT:

TOTAL BASE BID:

Fifty nine thousand and five hundred forty seven Dollars (\$ 59,547.00)

- Add/Delete to base:
 - Polish women’s restroom floor: (\$ 3,850.00)
 - Replace the existing commodes and urinal flush valves: (\$ 2,200.00)
 - Replace the existing commodes and urinals: (\$ 2,800.00)

BASE BID TIME OF COMPLETION: The undersigned further agrees to complete the construction phases in 45 calendar days from receipt of Purchase Order.

ATTACHMENT A

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