



**PURCHASING DEPARTMENT
REQUEST FOR BID**

**22-015 Bond Street Utility
Improvements**

**BIDS DUE FRIDAY, MARCH 11, 2022
BY 2:00 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: 22-015
- Bid Type: REQUEST FOR BID
- Bid Name: BOND STREET UTILITY IMPROVEMENTS
- Bid Due Date: Friday, March 11, 2022
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Friday, March 04, 2022
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

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

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

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

GENERAL CONDITIONS

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

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Friday, March 11, 2022**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

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

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

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

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

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

4. **REJECTION/DISQUALIFICATION**

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

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

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

5. BID EVALUATION

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

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

6. AWARD OF BID

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

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

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

7. ASSIGNMENT

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

8. SUBSTITUTIONS/EXCEPTIONS

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

9. DELIVERY/ACCEPTANCE

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

10. NOTICE OF DELAYS

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

11. SALES TAX

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

12. TIE BIDS

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

13. BRAND NAME OR EQUAL

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

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

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

14. REFERENCES

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

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

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

16. TERMINATION/NON PERFORMANCE

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

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

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

17. ATTORNEYS FEES

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

18. INDEMNITY

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

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no

application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

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

19. PERFORMANCE AND PAYMENT BONDS

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

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

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

20. INTERLOCAL AGREEMENT

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

☒ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

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

22. COMPLIANCE WITH SB 89:

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

☒ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

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

☒ Yes, we agree ☐ No, we do not agree *

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

24. ETHICS AND COMPLIANCE POLICY

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

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

☒ I agree
☐ I do not agree

25. 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.

26. UNIT PRICE CONTRACT

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items. The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five

percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills 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.

An increase in bid item unit quantities that is not offset by a decrease in another bid item's unit quantities and results in an increase in the total not to exceed contract amount will require a Change Order.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)
- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Johnson
Donald Burns verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
R & D Burns Brothers 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]
SIGNATURE

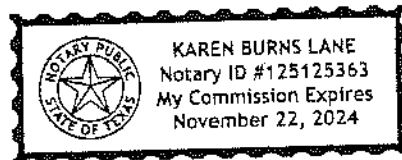
Donald Burns
PRINTED NAME

Subscribed and sworn to before me this
17th Day of March 2022.

[Signature]
NOTARY PUBLIC in and for

Johnson County, Texas.

My commission expires: 11-22-24



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: R+D Burns Brothers Inc
ADDRESS: PO Box 782
CITY, STATE & ZIP: Burleson TX 76097
TELEPHONE: 817 447 0285
FAX: 817 447 0207
EMAIL: rdburnsbro@sbcglobal.net
SIGNATURE: [Signature]
PRINTED NAME: Donald Burns
DATE: 3-17-22

COMPLIANCE WITH HOUSE BILL 1295

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

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

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

Filing Process:

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

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

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

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

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

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

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

Company Names: _____

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/CIQ.pdf>

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CONTRACT CHANGES GRID

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

CONTRACT CHANGES GRID

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

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

CONFIDENTIALITY OF PROPRIETARY INFORMATION

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

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

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

**CONSTRUCTION AGREEMENT
FOR BOND STREET UTILITY SERVICES FOR
MEADOW OAK DRIVE, PEARL STREET, SOUTHAMPTON DRIVE, STONYBROOKE
DRIVE AND DAWN DRIVE
CITY OF NORTH RICHLAND HILLS AND ABC CONTRACTOR, INC.**

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

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

I. CONTRACT DOCUMENTS

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

1. This signed Construction Agreement;
2. Any and all Addendum(s);
3. "Notice to Bidders" advertisement;
4. The Contractor's Bid Proposal
5. Special Instruction to Bidders;
6. General Conditions of Bid #22-015;
7. Special Conditions of Bid #22-015;
8. The Specifications of Bid #22-015;
9. The Plans/Drawings of Bid #22-015;
10. Payment Bond;
11. Performance Bond; and
12. Insurance Certificate(s)

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

II. THE WORKS

Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the construction of Bond Street

Utilities for Meadow Oak Drive, Pearl Street, Southampton Drive, Stonybrooke Drive and Dawn Drive ("work"), through Bid #22-015 in accordance with a Scope of Work in the form of **Exhibit "A,"** for each service provided under this Contract. Each Scope of Work shall be incorporated herein and governed by the terms and conditions of this contract.

III. TIME OF COMMENCEMENT; COMPLETION

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

IV. CONTRACT PRICE

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

V. CHOICE OF LAW; VENUE

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the parties shall be entitled to reasonable attorney's fees that are necessary,

equitable and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

VI. INSURANCE

The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of Bid #22-015, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

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

VII. TERMINATION

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

B) Non-appropriation of Funds.

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

VIII. FORCE MAJEURE

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

impossible, in which case that party may terminate the Contract.

IX. CONFIDENTIAL INFORMATION

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

X. RIGHT TO AUDIT

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

XI. NOTICES

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

If to City:

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

If to Contractor:

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

With copy to the City Attorney at the same address.

XII. DISPUTE RESOLUTION

Except in the event of termination pursuant to Section VII(B) of this Contract, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Contract, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within thirty

(30) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order in injunction where such relief is necessary to protect its interests.

XIII. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

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

XIV. EFFECTIVE DATE

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

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

CITY OF NORTH RICHLAND HILLS

ABC CONTRACTOR, INC.

BY: _____
Mark Hindman, City Manager

BY: _____
John Doe

DATE: _____

DATE: _____

ATTEST:

ATTEST: _____

Alicia Richardson,
City Secretary/Chief Governance Officer

TITLE: _____

APPROVED AS TO FORM AND LEGALITY:

NRH Council Action Y/N

Date Approved _____ Agenda

No. _____ Ord /Res

No. _____

Maleshia B. McGinnis, City Attorney

Section I - Meadow Oak Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0	EA	Adjust Fire Hydrant to Grade	\$ _____	\$ _____
2	0	EA	Adjust Existing Water Line	\$ _____	\$ _____
3	0	EA	Remove Fire Hydrant	\$ _____	\$ _____
4	0	EA	Adjust Water Valve to Grade	\$ _____	\$ _____
5	0	EA	Adjust Irrigation Control Valve to Grade	\$ _____	\$ _____
6	0	EA	Adjust Water Meter Box to Grade	\$ _____	\$ _____
7	0	EA	Remove Water Valve	\$ _____	\$ _____
8	0	EA	Fire Hydrant Assembly	\$ _____	\$ _____
9	0	LF	Trench Safety for Water Lines	\$ _____	\$ _____
10	0	LF	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
11	0	LF	10-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
12	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
13	0	LF	6-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
14	0	EA	1-inch Water Service Line	\$ _____	\$ _____
15	0	EA	1" Single Water Service (short)	\$ _____	\$ _____

Section I - Meadow Oak Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	0	EA	1" Single Water Service (long)	\$ _____	\$ _____
17	0	EA	1" Double Water Service (short)	\$ _____	\$ _____
18	0	EA	1" Double Water Service (long)	\$ _____	\$ _____
19	0	EA	Relocate Existing Water Meter	\$ _____	\$ _____
20	0	EA	Relocate Existing Backflow Preventer	\$ _____	\$ _____
21	0	EA	Connect to Existing 6-inch Water Line	\$ _____	\$ _____
22	0	EA	Connect to Existing Vault	\$ _____	\$ _____
23	0	EA	6-inch Gate Valve	\$ _____	\$ _____
24	0	EA	8-inch Gate Valve	\$ _____	\$ _____
25	0	EA	10-inch Gate Valve	\$ _____	\$ _____
26	0	EA	12-inch Gate Valve	\$ _____	\$ _____
27	0	LF	Concrete Encasement	\$ <u>1</u>	\$ <u>1</u>
28	1,380	LF	Trench Safety for Sanitary Sewer Lines	\$ <u>100</u>	\$ <u>1380⁰⁰</u>
29	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
30	180	LF	8-inch SDR 35 PVC Sanitary Sewer	\$ <u>87⁰⁰</u>	\$ <u>15,660⁰⁰</u>

Section I - Meadow Oak Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	0	LF	8-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
32	1,200	LF	6-inch SDR 35 PVC Sanitary Sewer	\$ <u>82⁰⁰</u>	\$ <u>98,400⁰⁰</u>
33	0	LF	6-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
34	0	LF	12-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
35	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
36	0	EA	Connect To Existing Sanitary Sewer Manhole	\$ _____	\$ _____
37	6	EA	4-foot Diameter Sanitary Sewer Manhole	\$ <u>5,800⁰⁰</u>	\$ <u>34,800⁰⁰</u>
38	24	VF	Extra Depth for 4-foot Sanitary Sewer Manhole	\$ <u>250⁰⁰</u>	\$ <u>6,000⁰⁰</u>
39	0	EA	5-foot Diameter Sanitary Sewer Manhole	\$ _____	\$ _____
40	0	VF	Extra Depth for 5-foot Sanitary Sewer Manhole	\$ _____	\$ _____
41	28	EA	4" Sanitary Sewer Service	\$ <u>1,250⁰⁰</u>	\$ <u>35,000⁰⁰</u>
42	0	LF	Concrete Encasement	\$ _____	\$ _____
43	1,380	LF	Pre-Construction Television Inspection	\$ <u>5⁰⁰</u>	\$ <u>6,900⁰⁰</u>
44	1,380	LF	Post-Construction Television Inspection	\$ <u>5⁰⁰</u>	\$ <u>6,900⁰⁰</u>
45	0	LF	Remove Existing Sanitary Sewer Line	\$ _____	\$ _____

Section I - Meadow Oak Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	3	EA	Remove Existing Sanitary Sewer Line Manhole	\$ <u>750^u</u>	\$ <u>2,250^u</u>
47	0	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ _____	\$ _____
48	6,000	SF	Asphalt Pavement Repair	\$ <u>11^u</u>	\$ <u>66,000^u</u>
49	1	LS	Miscellaneous Utility Allowance	\$ 5,000.00	\$ 5,000.00

SUB-TOTAL AMOUNT BID – BASE BID SECTION I – MEADOW OAK DRIVE:

\$ 278,290^u

Section II - Pearl Street

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0	EA	Adjust Fire Hydrant to Grade	\$ _____	\$ _____
2	0	EA	Adjust Existing Water Line	\$ _____	\$ _____
3	2	EA	Remove Fire Hydrant	\$ <u>500^w</u>	\$ <u>1,000^w</u>
4	6	EA	Adjust Water Valve to Grade	\$ <u>150^w</u>	\$ <u>900^w</u>
5	0	EA	Adjust Irrigation Control Valve to Grade	\$ _____	\$ _____
6	11	EA	Adjust Water Meter Box to Grade	\$ <u>100^w</u>	\$ <u>1,100^w</u>
7	0	EA	Remove Water Valve	\$ _____	\$ _____
8	2	EA	Fire Hydrant Assembly	\$ <u>6,500^w</u>	\$ <u>13,000^w</u>
9	0	LF	Trench Safety for Water Lines	\$ _____	\$ _____
10	160	LF	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ <u>115^w</u>	\$ <u>18,400^w</u>
11	0	LF	10-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
12	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
13	700	LF	6-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ <u>75^w</u>	\$ <u>52,500^w</u>
14	300	EA	1-inch Water Service Line	\$ <u>10^w</u>	\$ <u>3,000^w</u>
15	0	EA	1" Single Water Service (short)	\$ _____	\$ _____

Section II - Pearl Street

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	0	EA	1" Single Water Service (long)	\$ _____	\$ _____
17	4	EA	1" Double Water Service (short)	\$ <u>1,300^u</u>	\$ <u>5,200^u</u>
18	7	EA	1" Double Water Service (long)	\$ <u>1,525^u</u>	\$ <u>10,675^u</u>
19	0	EA	Relocate Existing Water Meter	\$ _____	\$ _____
20	0	EA	Relocate Existing Backflow Preventer	\$ _____	\$ _____
21	4	EA	Connect to Existing 6-inch Water Line	\$ <u>1,500^u</u>	\$ <u>6,000^u</u>
22	0	EA	Connect to Existing Vault	\$ _____	\$ _____
23	5	EA	6-inch Gate Valve	\$ <u>1,400^u</u>	\$ <u>7,000^u</u>
24	0	EA	8-inch Gate Valve	\$ _____	\$ _____
25	0	EA	10-inch Gate Valve	\$ _____	\$ _____
26	1	EA	12-inch Gate Valve	\$ <u>3,200^u</u>	\$ <u>3,200^u</u>
27	0	LF	Concrete Encasement	\$ _____	\$ _____
28	1,120	LF	Trench Safety for Sanitary Sewer Lines	\$ <u>1^u</u>	\$ <u>1,120^u</u>
29	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
30	0	LF	8-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____

Section II - Pearl Street

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	0	LF	8-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
32	1,120	LF	6-inch SDR 35 PVC Sanitary Sewer	\$ <u>82^u</u>	\$ <u>91,840^u</u>
33	0	LF	6-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
34	0	LF	12-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
35	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
36	0	EA	Connect To Existing Sanitary Sewer Manhole	\$ _____	\$ _____
37	3	EA	4-foot Diameter Sanitary Sewer Manhole	\$ <u>5,800^u</u>	\$ <u>17,400^u</u>
38	0	VF	Extra Depth for 4-foot Sanitary Sewer Manhole	\$ _____	\$ _____
39	0	EA	5-foot Diameter Sanitary Sewer Manhole	\$ _____	\$ _____
40	0	VF	Extra Depth for 5-foot Sanitary Sewer Manhole	\$ _____	\$ _____
41	19	EA	4" Sanitary Sewer Service	\$ <u>1,250^u</u>	\$ <u>23,750^u</u>
42	0	LF	Concrete Encasement	\$ _____	\$ _____
43	1,120	LF	Pre-Construction Television Inspection	\$ <u>5^u</u>	\$ <u>5,600^u</u>
44	1,120	LF	Post-Construction Television Inspection	\$ <u>5^u</u>	\$ <u>5,600^u</u>
45	0	LF	Remove Existing Sanitary Sewer Line	\$ _____	\$ _____

Section II - Pearl Street

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	3	EA	Remove Existing Sanitary Sewer Line Manhole	\$ <u>750⁰⁰</u>	\$ <u>2,250⁰⁰</u>
47	0	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ _____	\$ _____
48	7,500	SF	Asphalt Pavement Repair	\$ <u>11⁰⁰</u>	\$ <u>82,500⁰⁰</u>
49	1	LS	Miscellaneous Utility Allowance	\$ 5,000.00	\$ 5,000.00

SUB-TOTAL AMOUNT BID – BASE BID SECTION II – PEARL STREET:

\$ 357,035⁰⁰

Section III - Southampton Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0	EA	Adjust Fire Hydrant to Grade	\$ _____	\$ _____
2	0	EA	Adjust Existing Water Line	\$ _____	\$ _____
3	2	EA	Remove Fire Hydrant	\$ <u>500^u</u>	\$ <u>1,000^u</u>
4	5	EA	Adjust Water Valve to Grade	\$ <u>150^u</u>	\$ <u>750^u</u>
5	0	EA	Adjust Irrigation Control Valve to Grade	\$ _____	\$ _____
6	21	EA	Adjust Water Meter Box to Grade	\$ <u>75^u</u>	\$ <u>1,575^u</u>
7	0	EA	Remove Water Valve	\$ _____	\$ _____
8	0	EA	Fire Hydrant Assembly	\$ _____	\$ _____
9	0	LF	Trench Safety for Water Lines	\$ _____	\$ _____
10	0	LF	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
11	0	LF	10-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
12	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
13	1,700	LF	6-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ <u>75^u</u>	\$ <u>127,500^u</u>
14	500	EA	1-inch Water Service Line	\$ <u>10^u</u>	\$ <u>5,000^u</u>
15	0	EA	1" Single Water Service (short)	\$ _____	\$ _____

Section III - Southampton Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	0	EA	1" Single Water Service (long)	\$ _____	\$ _____
17	11	EA	1" Double Water Service (short)	\$ <u>1300^u</u>	\$ <u>14,300^u</u>
18	10	EA	1" Double Water Service (long)	\$ <u>1525^u</u>	\$ <u>15,250^u</u>
19	0	EA	Relocate Existing Water Meter	\$ _____	\$ _____
20	0	EA	Relocate Existing Backflow Preventer	\$ _____	\$ _____
21	3	EA	Connect to Existing 6-inch Water Line	\$ <u>1,500^u</u>	\$ <u>4,500^u</u>
22	0	EA	Connect to Existing Vault	\$ _____	\$ _____
23	5	EA	6-inch Gate Valve	\$ <u>1,400^u</u>	\$ <u>7,000^u</u>
24	0	EA	8-inch Gate Valve	\$ _____	\$ _____
25	0	EA	10-inch Gate Valve	\$ _____	\$ _____
26	0	EA	12-inch Gate Valve	\$ _____	\$ _____
27	0	LF	Concrete Encasement	\$ _____	\$ _____
28	1,800	LF	Trench Safety for Sanitary Sewer Lines	\$ <u>1^u</u>	\$ <u>1,800^u</u>
29	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
30	1,200	LF	8-inch SDR 35 PVC Sanitary Sewer	\$ <u>87^u</u>	\$ <u>104,400^u</u>

Section III - Southampton Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	0	LF	8-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
32	600	LF	6-inch SDR 35 PVC Sanitary Sewer	\$ <u>82⁰⁰</u>	\$ <u>49,200⁰⁰</u>
33	0	LF	6-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
34	0	LF	12-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
35	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
36	0	EA	Connect To Existing Sanitary Sewer Manhole	\$ _____	\$ _____
37	3	EA	4-foot Diameter Sanitary Sewer Manhole	\$ <u>5800⁰⁰</u>	\$ <u>17,400⁰⁰</u>
38	6	VF	Extra Depth for 4-foot Sanitary Sewer Manhole	\$ <u>250⁰⁰</u>	\$ <u>1,500⁰⁰</u>
39	0	EA	5-foot Diameter Sanitary Sewer Manhole	\$ _____	\$ _____
40	0	VF	Extra Depth for 5-foot Sanitary Sewer Manhole	\$ _____	\$ _____
41	38	EA	4" Sanitary Sewer Service	\$ <u>1250⁰⁰</u>	\$ <u>47,500⁰⁰</u>
42	0	LF	Concrete Encasement	\$ _____	\$ _____
43	1,800	LF	Pre-Construction Television Inspection	\$ <u>5⁰⁰</u>	\$ <u>9,000⁰⁰</u>
44	1,800	LF	Post-Construction Television Inspection	\$ <u>5⁰⁰</u>	\$ <u>9,000⁰⁰</u>
45	0	LF	Remove Existing Sanitary Sewer Line	\$ _____	\$ _____

Section III - Southampton Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	3	EA	Remove Existing Sanitary Sewer Line Manhole	\$ <u>750⁰⁰</u>	\$ <u>2,250⁰⁰</u>
47	0	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ _____	\$ _____
48	8,000	SF	Asphalt Pavement Repair	\$ <u>11⁰⁰</u>	\$ <u>88,000⁰⁰</u>
49	1	LS	Miscellaneous Utility Allowance	\$ 5,000.00	\$ 5,000.00

SUB-TOTAL AMOUNT BID – BASE BID SECTION III – SOUTHAMPTON DRIVE:

\$ 511,925⁰⁰

Section IV - Stonybrooke Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0	EA	Adjust Fire Hydrant to Grade	\$ _____	\$ _____
2	0	EA	Adjust Existing Water Line	\$ _____	\$ _____
3	0	EA	Remove Fire Hydrant	\$ _____	\$ _____
4	0	EA	Adjust Water Valve to Grade	\$ _____	\$ _____
5	0	EA	Adjust Irrigation Control Valve to Grade	\$ _____	\$ _____
6	0	EA	Adjust Water Meter Box to Grade	\$ _____	\$ _____
7	0	EA	Remove Water Valve	\$ _____	\$ _____
8	0	EA	Fire Hydrant Assembly	\$ _____	\$ _____
9	0	LF	Trench Safety for Water Lines	\$ _____	\$ _____
10	0	LF	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
11	0	LF	10-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
12	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
13	0	LF	6-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
14	0	EA	1-inch Water Service Line	\$ _____	\$ _____
15	0	EA	1" Single Water Service (short)	\$ _____	\$ _____

Section IV - Stonybrooke Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	0	EA	1" Single Water Service (long)	\$ _____	\$ _____
17	0	EA	1" Double Water Service (short)	\$ _____	\$ _____
18	0	EA	1" Double Water Service (long)	\$ _____	\$ _____
19	0	EA	Relocate Existing Water Meter	\$ _____	\$ _____
20	0	EA	Relocate Existing Backflow Preventer	\$ _____	\$ _____
21	0	EA	Connect to Existing 6-inch Water Line	\$ _____	\$ _____
22	0	EA	Connect to Existing Vault	\$ _____	\$ _____
23	0	EA	6-inch Gate Valve	\$ _____	\$ _____
24	0	EA	8-inch Gate Valve	\$ _____	\$ _____
25	0	EA	10-inch Gate Valve	\$ _____	\$ _____
26	0	EA	12-inch Gate Valve	\$ _____	\$ _____
27	0	LF	Concrete Encasement	\$ _____	\$ _____
28	130	LF	Trench Safety for Sanitary Sewer Lines	\$ <u>1⁰⁰</u>	\$ <u>130⁰⁰</u>
29	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
30	0	LF	8-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____

Section IV - Stonybrooke Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	0	LF	8-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
32	90	LF	6-inch SDR 35 PVC Sanitary Sewer	\$ <u>85^u</u>	\$ <u>7,650^u</u>
33	0	LF	6-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
34	40	LF	12-inch SDR 35 PVC Sanitary Sewer	\$ <u>125^u</u>	\$ <u>5,000^u</u>
35	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
36	1	EA	Connect To Existing Sanitary Sewer Manhole	\$ <u>1,500^u</u>	\$ <u>1,500^u</u>
37	1	EA	4-foot Diameter Sanitary Sewer Manhole	\$ <u>7,500^u</u>	\$ <u>7,500^u</u>
38	5	VF	Extra Depth for 4-foot Sanitary Sewer Manhole	\$ <u>300^u</u>	\$ <u>1,500^u</u>
39	0	EA	5-foot Diameter Sanitary Sewer Manhole	\$ _____	\$ _____
40	0	VF	Extra Depth for 5-foot Sanitary Sewer Manhole	\$ _____	\$ _____
41	0	EA	4" Sanitary Sewer Service	\$ _____	\$ _____
42	0	LF	Concrete Encasement	\$ _____	\$ _____
43	130	LF	Pre-Construction Television Inspection	\$ <u>10^u</u>	\$ <u>1,300^u</u>
44	130	LF	Post-Construction Television Inspection	\$ <u>10^u</u>	\$ <u>1,300^u</u>
45	0	LF	Remove Existing Sanitary Sewer Line	\$ _____	\$ _____

Section IV - Stonybrooke Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	0	EA	Remove Existing Sanitary Sewer Line Manhole	\$ _____	\$ _____
47	0	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ _____	\$ _____
48	600	SF	Asphalt Pavement Repair	\$ <u>15⁰⁰</u>	\$ <u>9,000⁰⁰</u>
49	1	LS	Miscellaneous Utility Allowance	\$ 5,000.00	\$ 5,000.00

SUB-TOTAL AMOUNT BID – BASE BID SECTION IV – STONYBROOKE DRIVE:

\$ 39,880⁰⁰

Section V - Dawn Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	0	EA	Adjust Fire Hydrant to Grade	\$ _____	\$ _____
2	0	EA	Adjust Existing Water Line	\$ _____	\$ _____
3	1	EA	Remove Fire Hydrant	\$ <u>500^u</u>	\$ <u>500^u</u>
4	6	EA	Adjust Water Valve to Grade	\$ <u>150^u</u>	\$ <u>900^u</u>
5	0	EA	Adjust Irrigation Control Valve to Grade	\$ _____	\$ _____
6	4	EA	Adjust Water Meter Box to Grade	\$ <u>75^u</u>	\$ <u>300^u</u>
7	0	EA	Remove Water Valve	\$ _____	\$ _____
8	1	EA	Fire Hydrant Assembly	\$ <u>6500^u</u>	\$ <u>6,500^u</u>
9	0	LF	Trench Safety for Water Lines	\$ _____	\$ _____
10	0	LF	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
11	800	LF	10-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ <u>105^u</u>	\$ <u>84,000^u</u>
12	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ _____	\$ _____
13	2,025	LF	6-inch AWWA C900 PVC DR 18 (Class 150) Water Line	\$ <u>75^u</u>	\$ <u>151,875^u</u>
14	200	EA	1-inch Water Service Line	\$ <u>10^u</u>	\$ <u>2,000^u</u>
15	0	EA	1" Single Water Service (short)	\$ _____	\$ _____

Section V - Dawn Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
16	0	EA	1" Single Water Service (long)	\$ _____	\$ _____
17	0	EA	1" Double Water Service (short)	\$ _____	\$ _____
18	4	EA	1" Double Water Service (long)	\$ <u>1,525^u</u>	\$ <u>6,100^u</u>
19	0	EA	Relocate Existing Water Meter	\$ _____	\$ _____
20	0	EA	Relocate Existing Backflow Preventer	\$ _____	\$ _____
21	4	EA	Connect to Existing 6-inch Water Line	\$ <u>1,500^u</u>	\$ <u>6,000^u</u>
22	0	EA	Connect to Existing Vault	\$ _____	\$ _____
23	4	EA	6-inch Gate Valve	\$ <u>1,400^u</u>	\$ <u>5,600^u</u>
24	0	EA	8-inch Gate Valve	\$ _____	\$ _____
25	2	EA	10-inch Gate Valve	\$ <u>3,000^u</u>	\$ <u>6,000^u</u>
26	0	EA	12-inch Gate Valve	\$ _____	\$ _____
27	0	LF	Concrete Encasement	\$ _____	\$ _____
28	800	LF	Trench Safety for Sanitary Sewer Lines	\$ <u>1^u</u>	\$ <u>800^u</u>
29	0	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
30	500	LF	8-inch SDR 35 PVC Sanitary Sewer	\$ <u>90^u</u>	\$ <u>45,000^u</u>

Section V - Dawn Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	0	LF	8-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
32	0	LF	6-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
33	0	LF	6-inch SDR 26 PVC Sanitary Sewer	\$ _____	\$ _____
34	0	LF	12-inch SDR 35 PVC Sanitary Sewer	\$ _____	\$ _____
35	300	LF	18-inch SDR 35 PVC Sanitary Sewer	\$ <u>160^u</u>	\$ <u>48,000^u</u>
36	0	EA	Connect To Existing Sanitary Sewer Manhole	\$ _____	\$ _____
37	5	EA	4-foot Diameter Sanitary Sewer Manhole	\$ <u>6,000^u</u>	\$ <u>30,000^u</u>
38	3	VF	Extra Depth for 4-foot Sanitary Sewer Manhole	\$ <u>250^u</u>	\$ <u>750^u</u>
39	0	EA	5-foot Diameter Sanitary Sewer Manhole	\$ _____	\$ _____
40	0	VF	Extra Depth for 5-foot Sanitary Sewer Manhole	\$ _____	\$ _____
41	7	EA	4" Sanitary Sewer Service	\$ <u>1,250^u</u>	\$ <u>8,750^u</u>
42	0	LF	Concrete Encasement	\$ _____	\$ _____
43	800	LF	Pre-Construction Television Inspection	\$ <u>5^u</u>	\$ <u>4,000^u</u>
44	800	LF	Post-Construction Television Inspection	\$ <u>5^u</u>	\$ <u>4,000^u</u>
45	0	LF	Remove Existing Sanitary Sewer Line	\$ _____	\$ _____

Section V - Dawn Drive

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	5	EA	Remove Existing Sanitary Sewer Line Manhole	\$ <u>750^W</u>	\$ <u>3,750^W</u>
47	0	EA	Adjust Existing Sanitary Sewer Manhole to Grade	\$ _____	\$ _____
48	11,000	SF	Asphalt Pavement Repair	\$ <u>11^W</u>	\$ <u>121,000^G</u>
49	1	LS	Miscellaneous Utility Allowance	\$ 5,000.00	\$ 5,000.00

SUB-TOTAL AMOUNT BID – BASE BID SECTION V – DAWN DRIVE:

\$ 540,825^W *KBE*

BASE BID - Bond Street Utility Improvements

Total Amount Bid: Base Bid

Section I -	Meadow Oak Drive	\$	<u>278,290⁰⁰</u>
Section II -	Pearl Street	\$	<u>357,035⁰⁰</u>
Section III -	Southampton Drive	\$	<u>511,925⁰⁰</u>
Section IV -	Stonybrooke Drive	\$	<u>391,880⁰⁰</u>
Section V -	Dawn Drive	\$	<u>540,825⁰⁰</u>
		\$	<u>1,727,955⁰⁰</u>
		(Total Amount Bid, Numerical Value)	

SPECIAL CONDITIONS

1. OWNER AND CONTRACTOR

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

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

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials, equipment and facilities needed during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract shall effect or modify any of the terms or obligations herein contained.

2. CONTRACT DOCUMENTS

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

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

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

3. SUB-CONTRACTOR

The term Sub-Contractor, as employed herein, shall include any third party having a direct contract or other agreement with the Contractor to perform work or provide services and who performs or

provides services according to the plans or specifications of the work, but shall not include one who merely furnishes material.

4. WRITTEN NOTICE

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

5. WORK

The Contractor is responsible for compliance with local, state, and federal regulations. Contractor to provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

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

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

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

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

7. PROGRESS PAYMENTS FOR WORK

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

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

8. CONTRACTOR'S DUTY AND SUPERINTENDENCE

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

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

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

9. UTILITY CONFLICTS

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

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

10. WATER FOR CONSTRUCTION

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

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter; additionally, the CONTRACTOR will be billed for the water used on the construction of this contract and measured by such fire hydrant meter. Additionally, the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal. If the CONTRACTOR chooses to use such fire hydrant water meter, he/she shall assume full responsibility for it and return it in the same or similar condition as received otherwise the CONTRACTOR will not be returned his/her deposit.

11. TRAFFIC CONTROL

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

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

12. PROSECUTION OF CONSTRUCTION

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

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

If any of the above dates falling on a Sunday shall be observed on the following Monday.

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

13. INSPECTION AND TESTING

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

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

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

- a. Pressure and bacteriological test of water mains
- b. Vacuum testing of manholes
- c. Slump and Air Content Tests
- d. Flexural or Compressive Strength Tests for concrete (if used)
- e. Soil Compaction for trench backfill

14. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, 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 worker or workers on the work site, in Owner's opinion, are incompetent, unfaithful or disorderly, such worker or workers shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

15. PRELIMINARY APPROVAL

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

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

16. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any material brought on the job site for use or selected for use, shall be deemed by the Project Manager as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice from the Project Manager, remove

such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

17. CHANGE ORDERS

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

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

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

18. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

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

19. OWNERSHIP OF DRAWINGS

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

20. RIGHT OF ENTRY

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

21. DISCREPANCIES AND OMISSIONS

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

22. EQUIPMENT AND MATERIALS

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

23. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

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

24. LOSSES FROM NATURAL CAUSES

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

25. PROTECTION OF ADJOINING PROPERTY

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

26. LAWS AND ORDINANCES

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

27. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Owner. The Contractor further agrees that

the subletting of any portion or feature of the work, or material required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this Agreement.

28. INDEMNIFICATION / PROTECTION AGAINST CLAIMS

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

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

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

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

29. WORKERS COMPENSATION INSURANCE

As required by the Texas Workers' Compensation Commission Rule 28, 110.110, the Contractor shall also carry worker's compensation insurance. The Contractor's failure to comply with any of the provisions of this Rule will be considered a breach of contract by the Contractor. The City will have the right to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

The successful Contractor must provide a certificate of coverage to the City prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must file a new certificate of coverage with the City Purchasing Division showing coverage has been extended. The Contractor shall obtain from each sub-contractor providing services on the project a certificate of coverage, prior to that person beginning work on the project. Sub-contractor certificates must also be submitted to the Purchasing Division.

30. WAGE RATES

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

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

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

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

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

31. TIME AND ORDER OF COMPLETION

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

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor proposes to carry on the

work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

32. EXTENSION OF TIME

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

33. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The Contractor agrees that, from the compensation otherwise to be paid, The Owner may retain the sum of Two Hundred Twenty-Eight Dollars (\$228.00) 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.

34. PRICE OF WORK

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

35. USE OF COMPLETED PORTIONS

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

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

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

36. PAYMENTS WITHHELD

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

- (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.

37. TIME OF FILING CLAIMS

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

38. ABANDONMENT BY CONTRACTOR

If the Contractor shall fail to commence work within ten (30) calendar days after written notice to commence is served on Contractor or if the Contractor stops work or fails to pursue work in a timely fashion and fails to resume and pursue work in a timely fashion within ten (10) calendar days of a written notice of work stoppage or failure to pursue work in a timely fashion, or if the Contractor fails to comply with orders consistent with the contract documents, the Owner may declare the contract abandoned and direct the surety on the performance bond with a written notice to complete the work. A copy of the notice to the surety shall be served on the Contractor.

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

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

39. DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

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

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

SPECIFICATIONS

- A. The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, traffic control devices, 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.
- B. Contractor agrees that the City of North Richland Hills Public Works Department has the right to make all final determinations as to whether the work has been satisfactorily completed and meets all specifications.
- C. All construction work shall be inspected by the Public Works Department. No utility pipe or appurtenances shall be backfilled until an inspection is done by the Public Works Department. If the contractor fails to have the work inspected before backfilled, the contractor shall expose the pipe and re-backfill at the contractor's expense.
- D. All construction work shall be in accordance with the City of North Richland Hills Public Works Design Manual and the Standard Specifications for Public Works Construction for the North Central Texas (North Central Texas Council of Governments) Design Manual. The contractor shall meet all specifications as outlined by these two manuals.
- E. The Contractor shall be responsible for all costs to construct pay items and must furnish their own dump site for waste material removed.
- F. The Contractor is responsible for all street repairs. Trenches must be plated or backfilled with an all-weather surface course at the end of each work day. Permanent pavement repair shall be provided within 21 calendar days of completion of utility work.
- G. The contractor is responsible for all property restoration (yards, street right-of-ways). This includes backfilling, top-soil, grass, mail boxes, irrigation systems, sprinkler heads, sign posts, signs or any other structures located on property or in the street right-of-way. No separate pay for restoration.
- H. Backfill material and top-soil shall be approved by the Public Works Department. The contractor is responsible for readjustment of sprinkler heads, mailboxes or any landscaping to match new grades at the repair site.
- I. The yard or street right-of-ways shall be restored to the original condition or better using sod of the same type grass that was removed from that area. All spoil dirt shall be removed from the surrounding area. The new sod shall be laid edge to edge to give full coverage unless property owner request gaps be left between the sod pads. Cut-in edges of pads to match existing ground elevations. The new sod pads shall be laid brick layer staggered fashion to prevent erosion.

- J. If yard restoration occurs during the non-growing months of November to March, a winter grass such as rye shall be planted to hold the soil.
- K. The Contractor shall complete the yard restoration by planting the new sod in the month of April. Working day charges will be stopped when the project is substantially complete, but two percent (2%) of the contract price will be retained until new sodding and yard restoration is complete. If sodding and yard restoration is not completed by April 15, working day charges will be resumed on April 16, and will continue until yard restoration is complete.
- L. If yard is equipped with an irrigation system, caution should be taken to preserve the system. If a portion of the irrigation system is damaged, it will be the responsibility of the Contractor, as part of the yard restoration, to repair or replace all broken parts and have the owner test the repaired system. No direct payment shall be made for the yard restoration. All irrigation damages, repairs or relocations shall be done by a licensed irrigation company or person. No separate pay for irrigation repair.
- M. Contractor shall be responsible for supplying and replacing the barricades and shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). No direct payment shall be made for the supplying and replacing of barricades. Payment shall be included in the unit price bid for related items.
- N. It is the contractor's responsibility to minimize sediment travel onto adjacent property or streets. Erosion control must be in place as shown on the plans or as directed by the Street Supervisor. The erosion control is to be maintained until sod has been established.
- O. The contractor shall remove all excess spoils from the road. There will be no overnight stock piling of materials either new or spoiled within the Public Rights of Way without prior approval.

Explanation of Bid Items

ADJUST EXISTING WATER LINE

This item shall govern adjusting the existing water main to where it is in conflict with proposed improvements (curb inlets, storm drain lines, etc.). Water lines in conflict shall be adjusted to maintain a minimum 2 feet of vertical clearance and 2.5' horizontal clearance from all proposed utilities.

Payment for this item shall be at the contract unit price "per each" location the water main is adjusted and shall include excavation, embedment, backfill, thrust blocking, bends, fittings, and all other appurtenances necessary for a complete adjustment.

REMOVE FIRE HYDRANT

Existing fire hydrant assembly shall be removed and salvaged where shown on the plans and shall follow the provisions of Item 203.3. Associated gate valve shall be removed and salvaged subsidiary to this bid item. The City maintains salvage rights on existing fire hydrants removed and shall provide a location for the contractor to transport the assembly. If The City does not wish to obtain the salvaged assembly, the contractor shall dispose of the assembly offsite in a lawful manner.

Payment for Remove Fire Hydrant shall be on a "per each" basis and shall include excavation, removal, backfill, and transporting the fire hydrant assembly.

ADJUST WATER VALVE TO GRADE

This item shall govern adjusting the valve stack on water valves such that the finished elevation of the rim is flush with the grade of the proposed pavement. See NRH Detail 1W.

Payment for this item shall be at the contract unit price "per each" water valve adjusted and shall include all materials including extension stems if necessary, equipment, labor, tools, and incidentals necessary to complete the work.

ADJUST IRRIGATION CONTROL VALVE TO GRADE

This item shall govern adjusting the valve stack on irrigation control valves such that the finished elevation of the rim is flush with the grade of the proposed parkway along Bridge Street.

Payment for this item shall be at the contract unit price "per each" irrigation control valve adjusted and shall include all materials including extension stems if necessary, equipment, labor, tools, and incidentals necessary to complete the work.

ADJUST WATER METER BOX TO GRADE

This item shall govern adjusting existing water meter boxes such that the finished elevation of the top of box is flush with proposed grade.

Payment for this item shall be at the contract unit price "per each" water meter box adjusted and shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

REMOVE WATER VALVE

Existing water valves on main lines and fire hydrant leads shall be removed and salvaged where shown on the plans and shall follow the provisions of Item 203.3. The City maintains salvage rights on existing water valves removed and shall provide a location for the contractor to transport the assembly. If The

City does not wish to obtain the salvaged assembly, the contractor shall dispose of the assembly offsite in a lawful manner.

Payment for Remove Water Valve shall be on a "per each" basis and shall include excavation, removal, backfill, and transporting the water valve offsite.

FIRE HYDRANT ASSEMBLY

Fire hydrant assemblies shall be furnished and installed in accordance with Item 502.3 of the COG Specifications and City Specifications (Figure 3W-1). Fire hydrants shall be installed 2-foot to 3-foot behind the back of curb or edge of pavement. Payment for Fire Hydrant Assembly shall be on a "per each" basis and shall include fire hydrant, barrel extension (if required), 6-inch lead line and valve, concrete pads, concrete valve block, traffic button marker, thrust blocking, paint, and all other materials, equipment, labor, tools, and incidentals necessary to complete the work.

SANITARY SEWER LINES (OPEN CUT)

Sanitary sewer line shall be furnished and installed in accordance with Items 501.17, 504 and 507 of the COG Specifications and City Specifications. All sanitary sewer lines less than 12 feet deep shall be PVC SDR-35. All sanitary sewer lines deeper than 10 feet shall be PVC SDR-26. Should existing sanitary sewer main be disrupted, CONTRACTOR shall use bypass sewage pumping to avoid disrupting sewer flow during construction of the new sewer main. The cost of sewage pumping shall be subsidiary to this bid item. CONTRACTOR shall have pumps on the job site capable of handling the flow.

All ditchlines shall be mechanically tamped with the cost incidental to this bid item. Backfill shall be placed in 6"-8" loose lifts (12" maximum) and shall be compacted to 95% of the maximum dry density as defined by ASTM D-698 (Standard Proctor) procedures under existing and proposed pavement, and to 90% Standard Proctor procedures elsewhere. Densities shall be taken every one (1) lift at staggered hundred feet increments.

The cost of cutting, plugging, and abandoning existing sanitary sewer lines is incidental to the unit cost of pipe. The ends of all abandoned lines shall be plugged with an adequate quantity of concrete to form a tight enclosure.

All sanitary sewer lines shall be installed with a tracer wire. Payment for sanitary sewer line shall be by the linear foot and shall include excavation, embedment, backfill, tracer wire, testing, materials, equipment, labor, tools and incidentals necessary to complete the work.

CONNECT TO EXISTING SANITARY SEWER MANHOLE

Payment for connect to existing sanitary sewer manhole shall be made for each connection made and shall be full compensation for making the connection. Connections shall be performed in a neat and workmanlike manner and made watertight. Cleaning and bypass pumping, if necessary, will be performed at no extra cost to the Owner to permit the connection. Payment shall also include the cost of plugging abandoned connections.

SANITARY SEWER MANHOLE AND EXTRA DEPTH

Standard Sanitary sewer manholes shall be furnished and installed in accordance with Items 502.1 of the COG Specifications and City Specifications. Payment for standard sanitary sewer manholes shall be based on the number of manholes installed for each specified diameter and shall include excavation, materials, backfill, manhole tie-ins, and vacuum testing. Payment for extra depth for standard sanitary sewer manholes shall be made on the basis of the number of vertical feet of manhole in excess of 6-feet.

CONCRETE ENCASEMENT

Concrete encasement shall be installed at the location shown on the plans in accordance with Item 504.5.2.13 of the COG Specifications. Concrete encasement shall have a minimum dimension of six (6) inches around the pipe. Concrete for encasement shall be Type "B" – 2,000 psi compressive strength at 28 days. Payment for concrete encasement shall be by the linear foot actually installed and shall include supporting pipe and furnishing and installing concrete.

PRE-CONSTRUCTION TELEVISION INSPECTION

Pre-construction television inspection shall be performed on existing sanitary sewer lines in accordance with Items 507.5.2 and 507.2 of the COG Specifications. Cleaning and bypass pumping will be performed as necessary to allow the television inspection. Measurement and payment for pre-construction television inspection shall be on a per linear foot basis for the length of pipe actually inspected. Cleaning shall be considered subsidiary to this item.

POST-CONSTRUCTION TELEVISION INSPECTION

Post-construction television inspection shall be performed on all sanitary sewer lines in accordance with Item 507.5.2 of the COG Specifications prior to acceptance. The CONTRACTOR shall employ a firm qualified in the type of work to make the television inspections. The City's inspector shall be present during the television inspection. The CONTRACTOR shall furnish to the City a color videotape of all television inspections. Measurement and payment for post-construction television inspection shall be on a per linear foot basis.

REMOVE EXISTING SANITARY SEWER LINE

Existing sanitary sewer lines where shown on the plans to be removed shall become the property of the CONTRACTOR to be disposed in accordance with local, state and federal guidelines. Payment for "Remove Existing Sanitary Sewer Line" shall be on a "per linear foot" basis and shall include excavation, pipe removal and disposal, pipe cutting and plugging, backfill and all labor and materials necessary to remove the existing line.

REMOVE EXISTING SANITARY SEWER MANHOLE

Existing sanitary sewer manholes to be removed shall become the property of the CONTRACTOR to be disposed in accordance with local, state and federal guidelines. Payment for "Remove Existing Sanitary Sewer Manhole" shall be on a "per each" basis and includes the complete removal and disposal of manholes, manhole lids, rings, concrete cones, concrete walls, concrete bases, piping, and plugging the ends of the sanitary sewer mains to be abandoned with an adequate quantity of concrete to form a tight enclosure where specified, and backfilling the remaining hole to match surrounding grades or as specified.

SANITARY SEWER SERVICE

Furnish & Install 4-Inch PVC Sanitary Sewer Service. Four (4") inch sewer pipe covered by this bid item shall be furnished and installed in accordance with the applicable portions of Specification 501.17 "Polyvinyl Chloride (PVC) Wastewater Pipe & Fittings with Dimension Control." The Contractor shall furnish PVC Sewer Pipe (ASTM D 3034 DR 35) as specified

The price per each shall include all labor, equipment and materials necessary to complete the work including excavation, embedment, backfill, internal inspection, and testing. Plan quantities based on centerline of proposed pipe to right-of-way.

ADJUST EXISTING SANITARY SEWER MANHOLE TO GRADE

This item shall govern only for adjusting existing manholes to grade on existing sewer lines to remain under street construction. The cost of adjusting proposed manholes to grade is incidental to the unit cost of the manhole. Adjustments shall be made with grade rings. Rings and lids shall be salvaged and reused. Measurement and payment shall be on a "per each" basis for those manholes actually adjusted.

WATER LINES (BY OPEN CUT)

Water line shall be furnished and installed in accordance with Item 506 of the COG Specifications and City Specifications. Water lines 6-inch through 12-inch diameter shall be AWWA C900 PVC, Class 150 DR 18, blue in color. Water lines greater than 12-inch in diameter shall be AWWA C905 PVC, Class 235 DR 18, blue in color.

The cost of trench excavation, embedment and backfill is incidental to this bid item. All ditchlines shall be mechanically tamped with the cost incidental to this bid item. Backfill should be placed in 6"-8" loose lifts (12" maximum) and shall be compacted to 95% of the maximum dry density as defined by ASTM D-698 (Standard Proctor) procedures under existing and proposed pavement, and to 90% Standard Proctor procedures elsewhere. Densities shall be taken every one (1) lift at staggered hundred foot increments.

The cost of fittings and thrust blocking is incidental to the unit cost of pipe. The cost of cutting, plugging, and abandoning existing water lines is incidental to the unit cost of pipe. The ends of all abandoned lines shall be plugged with an adequate quantity of concrete to form a tight enclosure. Measurement and payment shall be made per linear foot of pipe installed or the various sizes. The unit price for this bid item shall consist of all materials, equipment, labor, tools, and incidentals necessary to complete the work.

WATER SERVICE LINES

Water service lines shall be replaced from the main to the meter. Water services shall be furnished in accordance with Items 501.10, 504 and 506 of the COG Specifications and City Specifications. New meter boxes shall be furnished and existing meters salvaged and reused.

Payment shall be on a "per each" basis for the size of service installed (short or long side) (single or double meters) and shall include the meter boxes and connection to the existing service.

REMOVE EXISTING WATER LINE

Existing water lines shown on the plans to be removed shall become the property of the CONTRACTOR to be disposed in accordance with local, state and federal guidelines. Payment for "Remove Existing Water Line" shall be on a "per linear foot" basis and shall include excavation, pipe removal and disposal, pipe cutting and plugging, backfill and all labor and materials necessary to remove the existing line.

RELOCATE EXISTING WATER METER

Existing water meters shall be relocated where shown on the plans and shall be located per Figure 4W. The existing meter, box and appurtenances shall be removed. The existing meter and appurtenances shall be reinstalled at the proposed location and connected to the proposed service. The water service leading up to the relocated meter and new meter box shall be paid under a separate item.

Payment for Relocate Existing Water Meter shall be on a "per each" basis and shall include removal, reinstallation, excavation, backfill, disposal of meter box, labor and all incidentals to relocate and connect the water service and appurtenances.

RELOCATE EXISTING BACKFLOW PREVENTER

Existing backflow preventer shall be relocated where shown on the plans. The existing backflow preventer and appurtenances shall be removed and reinstalled at the proposed location and connected to the proposed service. The water service leading up to the relocated backflow preventer shall be paid under a separate item.

Payment for Relocate Existing Backflow Preventer shall be on a "per each" basis and shall include removal, reinstallation, excavation, backfill, labor and all incidentals to relocate and connect the backflow preventer and appurtenances.

CONNECT TO EXISTING WATER LINE

Connection to existing water lines shall be made in accordance with Item 501.10 of the COG Specifications. CONTRACTOR shall coordinate shutdown of water lines with City personnel. Excavation to locate exact end of pipe shall be the responsibility of the CONTRACTOR. Measurement and payment shall be "per each" existing water line connection performed and shall include necessary fittings, removal of thrust blocking, materials, equipment, labor, tools, shutdown of the line, end of pipe locating, and incidentals necessary to complete the work.

CONNECT TO EXISTING VAULT

Payment for connect to existing vault shall be made "per each" vault connection performed and shall include necessary fittings, materials, equipment, labor, tools, end of pipe locating, and incidentals necessary to complete the work.

GATE VALVES

Gate valves shall be furnished and installed in accordance with Item 502.6.6.1 of the COG Specifications and City Specifications. The CONTRACTOR shall be paid for each valve installed, including box and lid.

TAPPING SLEEVE AND GATE VALVE

Tapping sleeve and gate valves shall be furnished and installed in accordance with Item 502.10 of the COG Specifications. The CONTRACTOR shall be paid for each tapping sleeve and gate valve furnished and installed and shall include all materials, equipment, and labor necessary to pressure tap existing water lines.

TRENCH SAFETY

On this project, where the trench excavation is in excess of five feet in depth, Trench Excavation Safety Protection under this bid item shall be accomplished in accordance with the Occupational Safety and Health Administration's (OSHA) Standards for trench safety that will be in effect during the period of construction of the project. The Contractor is required to receive from OSHA such OSHA Standards for trench safety. The contractor shall employ all competent persons and registered professional engineers required to comply with all the provisions of the OSHA Standard for trench safety. Excavation for manholes shall also be considered to be trench excavation for the purpose of excavation safety protection. This item shall govern trench safety for storm sewer, water, and wastewater.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per linear foot of trench excavation safety protection and shall be full compensation for all labor, materials, designs, inspections, equipment and necessary appurtenances required to produce a project-specific trench safety plan, complete the work and for taking all other measures required to comply with the OSHA Standards for trench safety that will be in effect during the period of construction of the project.

ASPHALT PAVEMENT REPAIR

This item shall govern saw cutting and removing existing asphalt and installing a permanent asphalt pavement repair (Figure 15P-1) along utility trenches. Only the necessary amount of existing pavement shall be removed to install the proposed utility. Contractor shall dispose the removed asphalt pavement in accordance with local, state and federal guidelines.

Payment for Asphalt Pavement Repair shall be made on a square foot basis. Saw cut, removal, and replacement of asphalt pavement beyond limits approved by Public Works shall be at the Contractor's expense.



**CITY OF NORTH RICHLAND HILLS
GENERAL NOTES**

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF NORTH RICHLAND HILLS' STANDARDS AND SPECIFICATIONS. WHEN SILENT, THE CURRENT "PUBLIC WORKS CONSTRUCTION STANDARDS" ADOPTED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) SHALL GOVERN.
2. UTILITY CONTRACTOR AND STREET CONTRACTOR ARE TO NOTIFY A CITY TECHNICAL CONSTRUCTION INSPECTOR AT (817) 427-6440, AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL CONSTRUCTION BARRICADING TO BE IN ACCORDANCE WITH CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" GUIDELINES.
4. DEVELOPER / CONTRACTOR IS RESPONSIBLE FOR COORDINATING PERMISSION FROM TXDOT FOR ANY WORK IN STATE ROW.
5. ALL MANHOLE LIDS SHALL BE PAINTED BLACK.
6. PRIOR TO FINAL ACCEPTANCE OF A DEVELOPMENT, THE CITY MAY REQUIRE A FIELD SURVEY PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR TO VERIFY THAT THE AS-BUILT COORDINATES MATCH THE APPROVED DESIGN.

WATER:

7. ALL WATER MAINS SHALL BE PVC AWWA-C900, DR18, CLASS 150.
8. GATE VALVES SHALL CONFORM TO ANSI/AWWA C509-87J.
9. CITY ORDINANCE PROHIBITS ANYONE (OTHER THAN CITY EMPLOYEES) FROM OPENING OR CLOSING A WATER VALVE WHICH IS PART OF THE ACTIVE SYSTEM.
10. ALL FITTINGS SHALL BE RESTRAINED WITH ANCHORING COUPLINGS OR RESTRAINING HARNESSSES.
11. ALL FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYVINYL PLASTIC.
12. WATER SERVICES SHALL NOT BE DIRECTLY CONNECTED TO WATER MAINS SIXTEEN (16") INCHES IN DIAMETER OR GREATER.
13. THE MINIMUM HORIZONTAL SEPARATION BETWEEN ANY WATER MAIN AND A STORM DRAIN FACILITY SHALL BE EQUAL TO 2.5 FEET OR HALF THE DEPTH OF THE WATER LINE, WHICHEVER IS GREATER.
14. ROUTE WATER LINES AROUND STORM DRAIN INLETS WITH A MINIMUM OF 12" CLEARANCE OUT-TO-OUT.
15. MINIMUM DEPTH OF COVER OVER ALL WATER MAINS SMALLER THAN TEN (10") INCHES IN DIAMETER SHALL BE THREE (3) FEET. MINIMUM DEPTH OF COVER FOR WATER MAINS TEN (10") INCHES AND LARGER SHALL BE THREE AND ONE-HALF (3.5') FEET.
16. DETECTOR CHECK ASSEMBLY SHALL BE LOCATED IN AN UNDERGROUND VAULT WITHIN A WATER LINE EASEMENT. DETECTOR CHECK EQUIPMENT SHALL NOT BE LOCATED WITHIN BUILDINGS.
17. A BILCO LID K-5 (3.5' x 3.5') OR APPROVED EQUAL IS REQUIRED ON DETECTOR CHECK VAULTS. A TRAFFIC-RATED LID (CERTIFIED AS TRAFFIC-RATED BY THE MANUFACTURER) IS REQUIRED WHEN VAULT IS LOCATED IN AN AREA SUBJECT TO VEHICULAR TRAFFIC.
18. ALL PORTIONS (EXCLUDING CHAINS) OF FIRE HYDRANT ABOVE GRADE SHALL BE PAINTED WITH TNEC SERIES 02H HI-BUILD TNEC-GLOSS. COLOR: CHILEAN RED.
19. BLOW-OFF HYDRANTS ARE TO BE SURROUNDED WITH HIGH-VISIBILITY CONSTRUCTION FENCING FOR THE DURATION OF CONSTRUCTION ACTIVITY.

* GENERAL NOTES (1 OF 3) *

**NORTH
RICHLAND
HILLS**

R 9-01-2015

FIGURE 1M-1



**CITY OF NORTH RICHLAND HILLS
GENERAL NOTES**

SANITARY SEWER:

20. ALL SANITARY SEWER PIPE SHALL BE SDR 35 PVC (ASTM D-3034), UNLESS THE LINE IS DEEPER THAN 10 FEET, THEN SDR 26 PVC SHALL BE USED.
21. ALL SANITARY SEWER LINES ARE TO HAVE ONE JOINT CENTERED BELOW WATER MAIN CROSSINGS.
22. WHEN PLACING A NEW SANITARY SEWER MANHOLE OVER EXISTING VITREOUS CLAY PIPE, INSTALL NEW PVC PIPE ACROSS THE MANHOLE AT A LENGTH TO BE DETERMINED BY THE CITY REPRESENTATIVE.
23. SEWER MAINS WHICH REQUIRE MORE THAN AN EIGHTEEN (18") INCH DIFFERENCE IN FLOW LINES MUST BE ACCOMODATED WITH A FIVE (5') FOOT DIAMETER MANHOLE WITH AN INTERNAL DROP.
24. ALL SANITARY SEWER MAINS SHALL END IN A MANHOLE. CLEANOUTS WILL NOT BE ALLOWED.
25. THE MINIMUM HORIZTONTAL SEPARATION BETWEEN ANY SANITARY SEWER MAIN AND A STORM DRAIN FACILITY SHALL BE EQUAL TO 2.5 FEET OR HALF THE DEPTH OF THE SANITARY SEWER, WHICHEVER IS GREATER.
26. THE MAXIMUM DEPTH FOR ALL SEWER SERVICE SHALL BE 10 FEET.
27. INDIVIDUAL 4" SANITARY SEWER SERVICES WILL NOT BE PERMITTED IN MANHOLES WITHOUT THE EXPRESS PERMISSION OF THE PUBLIC WORKS DEPARTMENT.
28. A MANHOLE MUST BE PROVIDED AT THE MAIN FOR ALL 6" AND LARGER SANITARY SEWER SERVICES.
29. SERVICES WHICH ARE CONNECTED TO MANHOLES SHALL BE INSTALLED A MINIMUM OF 8 INCHES ABOVE THE MAIN FLOWLINE.

DRAINAGE:

30. ALL STORM DRAINAGE PIPE SHALL BE ASTM C-76, CLASS III REINFORCED CONCRETE, UNLESS NOTED OTHERWISE.
31. ROCK RIP RAP RUBBLE SHALL USE 12" (MINIMUM) ROCKS AND BE GROUTED SO THAT 6" OF THE ROCKS ARE EXPOSED.
32. NO PRECAST INLETS ARE PERMITTED FOR PUBLIC DRAINAGE SYSTEMS.

STREETSCAPE:

33. ALL STREET FEATURES (TRAFFIC SIGNALS, POLES, STREET LIGHTS, STREET SIGNS, ETC.) MUST BE DESIGNED IN ACCORDANCE WITH CURRENT ADOPTED STANDARDS. CONTRACTOR SHALL CONTACT THE PUBLIC WORKS DEPARTMENT AT (817)-427-6400 FOR A CURRENT LIST OF APPROVED STREETSCAPE MATERIALS.

PAVING:

34. ALL PAVEMENT FOR PUBLIC STREETS MUST BE CONSTRUCTED USING A PAVING MACHINE.
35. "CURB RAMPS" ARE TO BE CONSTRUCTED ON ALL PERMENANT CURB RETURNS AT INTERSECTIONS OF ALL STREETS OR AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.

* GENERAL NOTES (2 OF 3) *

**NORTH
RICHLAND
HILLS**

R 7-01-2009

FIGURE 1M-2



**CITY OF NORTH RICHLAND HILLS
GENERAL NOTES**

PAVING (CONTINUED):

36. ALL CONCRETE SHALL BE CLASS "C" CONCRETE AND SHALL HAVE 4.5 LB/IN OF CEMENT/SY, MAXIMUM SLUMP OF 5 INCHES, AND A 3600 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS SPECIFIES OTHERWISE. CONCRETE SHALL BE PLACED WHEN TEMPERATURE IS 35°F AND RISING, IF THE TEMPERATURE IS 40°F AND FALLING THEN PLACEMENT SHALL BE STOPPED. NO FLYASH SHALL BE ALLOWED IN THE CONCRETE MIX.
37. OPEN CUTTING PAVEMENT TO INSTALL NEW UTILITIES IS NOT ALLOWED. THE CONTRACTOR MUST BORE THE UTILITY UNDER THE EXISTING STREET AND USE 3/4-INCH STEEL ENCASEMENT PIPE THAT IS AT A MINIMUM CLASS 51 STEEL. SPACERS SHALL BE USED TO CENTER THE UTILITY PIPE IN THE ENCASEMENT PIPE AND THE ENCASEMENT PIPE SHALL BE GROUTED AT THE ENDS.
38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING TEMPORARY STREET PATCHES INSTALLED ON PUBLIC STREEETS WITH PERMENANT REPAIRS WITHIN 21 CALENDAR DAYS OF OPEN CUTTING THE STREET, OR AS DIRECTED BY THE ASSISTANT PUBLIC WORKS DIRECTOR.
39. TRAFFIC LANE MARKINGS SHALL BE INSTALLED WITH APPROVED RAISED MARKINGS (TRAFFIC BUTTONS TYPE 1C, 1A, ETC.) UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DEPARTMENT. ALL PAVEMENT MARKINGS "LEGENDS" SHALL BE INSTALLED WITH APPROVED THERMOPLASTIC MARKINGS.

GRADING/EARTHWORK/EROSION CONTROL:

40. ALL AREAS DISTURBED DURING CONSTRUCTION, INCLUDING AREAS OUTSIDE THE CONSTRUCTION BOUNDARY, ARE TO BE SEEDED, HYDROMULCHED, OR SODDED TO RE-ESTABLISH VEGETATION (AT LEAST 70%) PRIOR TO FINAL ACCEPTANCE. A CUMULATIVE APPROACH WHERE A PORTION OF THE DISTURBED AREA IS 100% VEGETATED AND OTHER AREAS ARE LEFT BARE IS NOT ACCEPTABLE.
41. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF A MAXIMUM NUMBER OF PASSING FIELD DENSITY TESTS ON LIME STABILIZED SUBGRADE EQUAL TO THE RATIO OF 1 PER 100 LINEAR FEET OF STREET AND ALL FALING DENSITY TESTS AND REQUIRED MOISTURE-DENSITY CURVES.
42. ALL FILL SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM-698).
43. STOCKPILING OF EXCESS FILLS WILL NOT BE ALLOWED WITHIN CITY LIMITS WITHOUT OBTAINING A FILL/EXCAVATION PERMIT.
44. PARKWAY GRADING SHALL NOT RESULT IN SLOPES GREATER THAN 4' HORIZTONTAL TO 1' VERTICAL (4:1).
45. ALL PARKWAY GRADING SHALL BE COMPLETE IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO THE CITY ACCEPTING THE PROJECT.
46. A ROW OF CURLEX MATTING (OR APPROVED EQUAL) OR SOLID SOD SHALL BE PLACED BEHIND THE BACK CURB IN PARKWAYS.
47. SLOPES CRETED BY EXCAVATION OR FILL SHALL NOT EXCEED 3' HORIZTONTAL TO 1' VERTICAL (3:1) FOR A PERIOD MORE THAN 120 DAYS. IF LONGER THAN 120 DAYS THE SLOPE SHALL NOT EXCEED 4' HORIZONTAL TO 1' VERTICAL (4:1).
48. ALL STATE AND LOCAL REQUIREMENTS MUST BE MET PERMITTING TO STORM WATER POLLUTION PREVENTION PLANS (SWPPP).

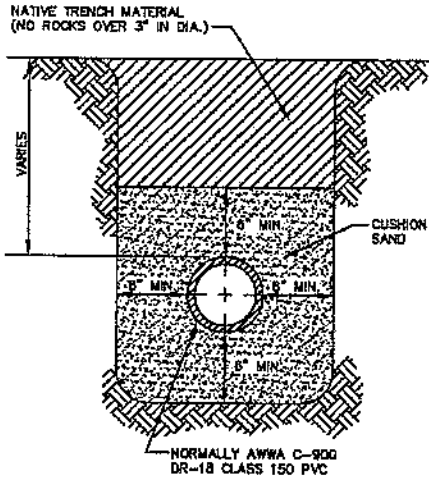
* GENERAL NOTES (3 OF 3) *

**NORTH
RICHLAND
HILLS**

R 07-01-2009 FIGURE 1M-3

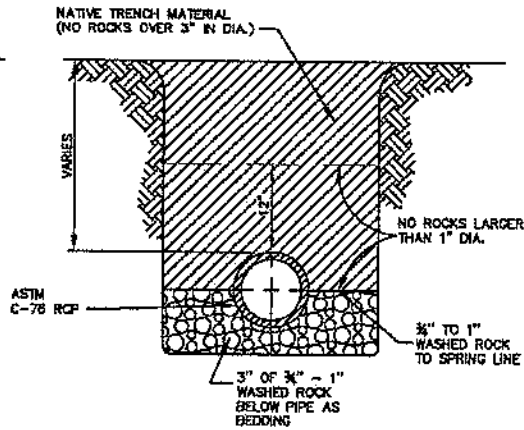
MISCELLANEOUS TRENCH EMBEDMENT AND BACKFILL DETAILS

NOT TO SCALE

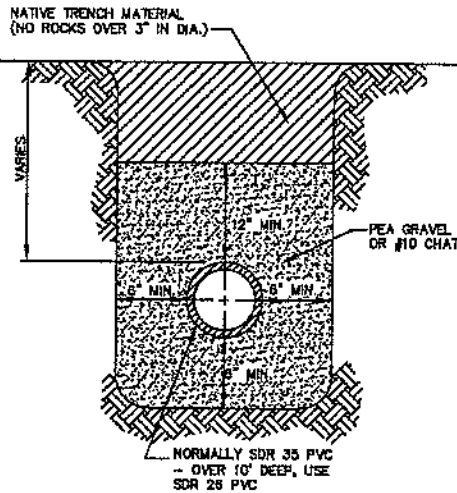


WATER

INSTALL TRACING WIRE ON NEW TRUNK LINES



STORM DRAIN



SANITARY SEWER

GENERAL NOTES:

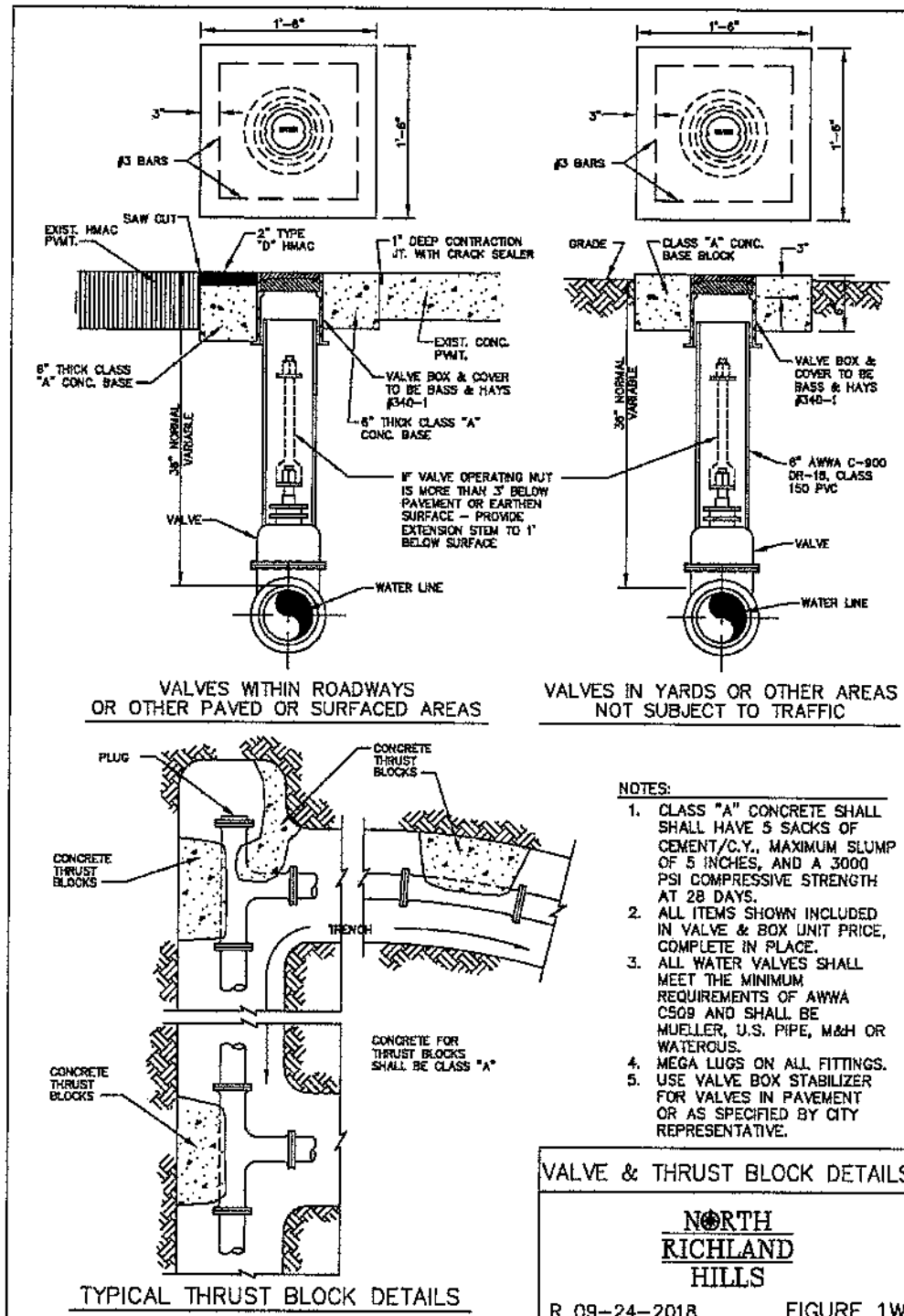
1. ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY (ASTM D-698).
2. MECHANICALLY COMPACTED TRENCH BACKFILL SHALL BE PLACED IN NO GREATER THAN 6" LIFTS. TESTING SHALL BE AT THE RATE OF ONE TEST PER LIFT PER 500 FEET OF TRENCH, AND WHERE CITY'S REPRESENTATIVE REQUIRES ADDITIONAL TESTS.
3. IF A DIFFERENT TYPE OF STORM DRAIN PIPE IS APPROVED BY PUBLIC WORKS A SPECIFIC EMBEDMENT & BACKFILL DETAIL WILL NEED TO BE SUBMITTED AND APPROVED BY THE CITY.
4. EMBEDMENT TO BE IN COMPLIANCE WITH CURRENT TCEQ REQUIREMENTS.

TRENCH EMBEDMENT & BACKFILL DETAILS

**NORTH
RICHLAND
HILLS**

R 07-01-2009

FIGURE 3M

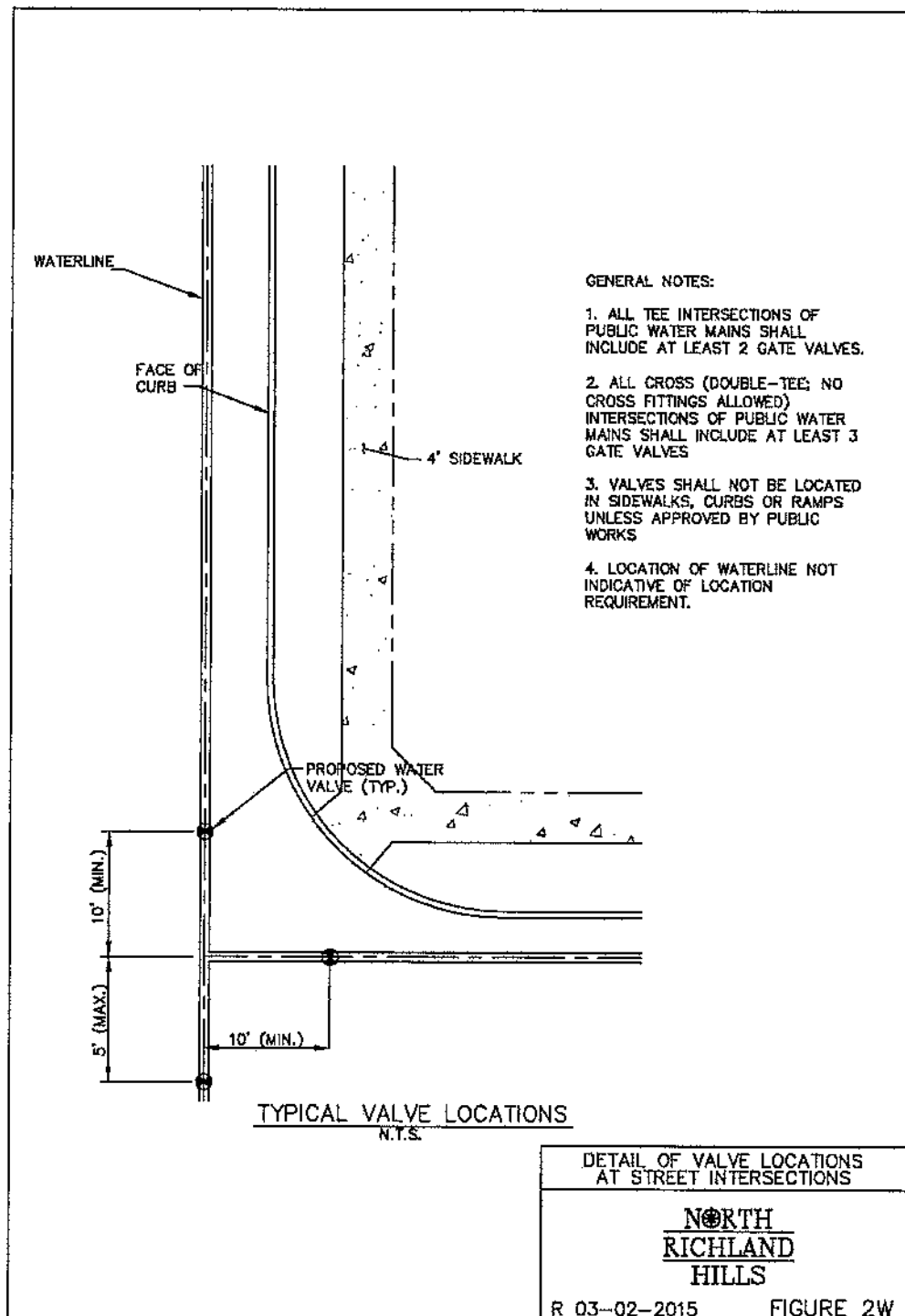


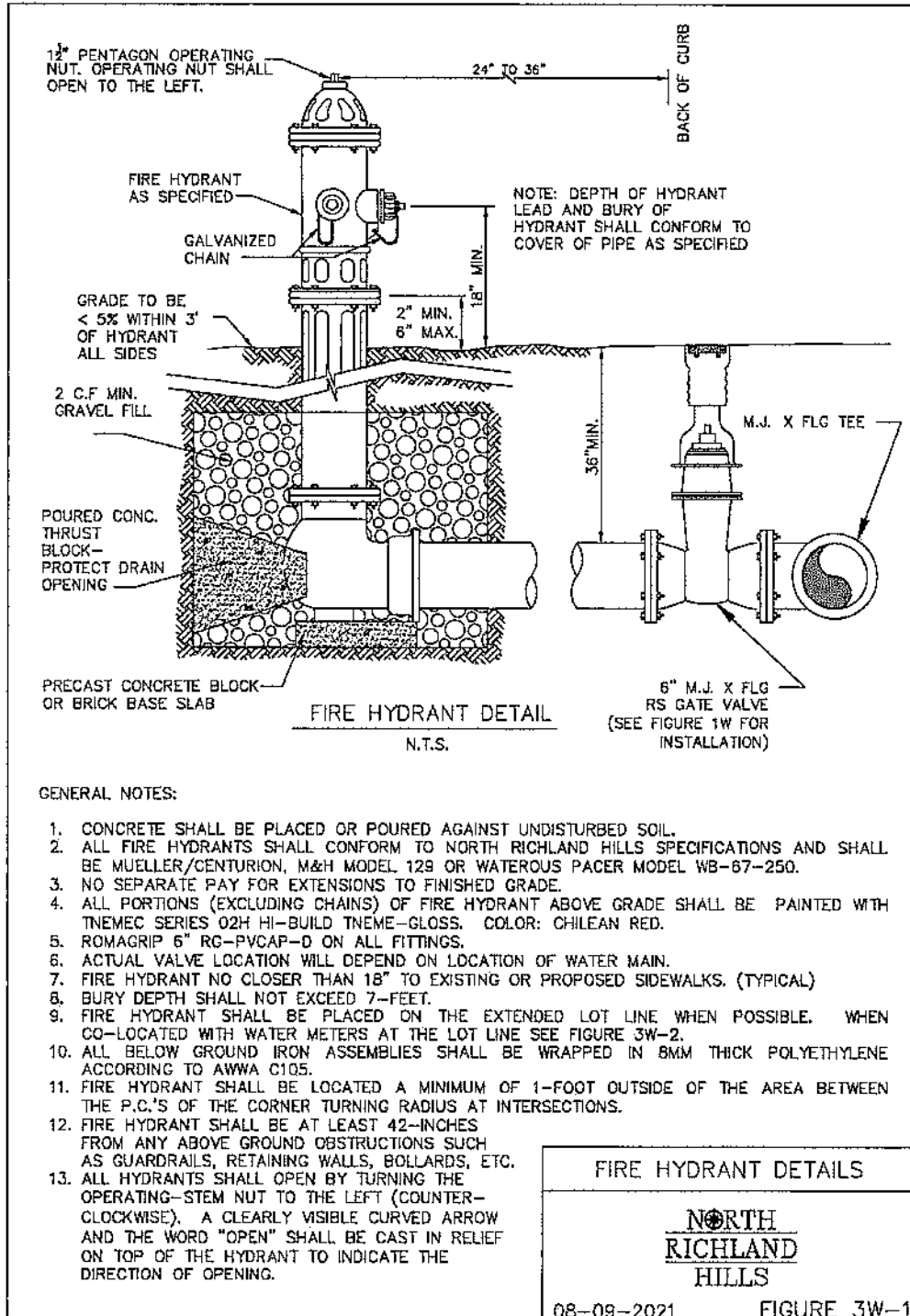
VALVE & THRUST BLOCK DETAILS

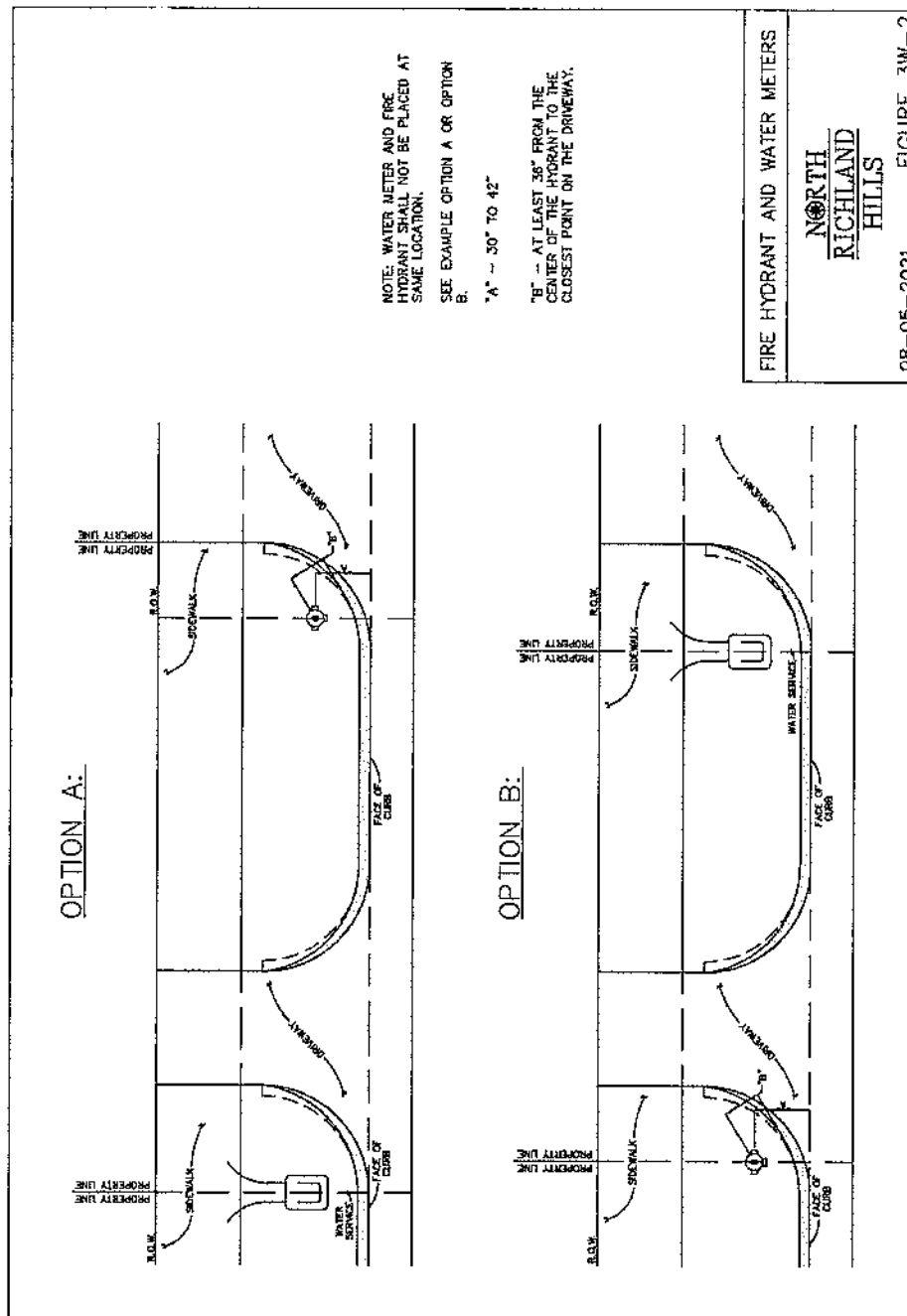
**NORTH
RICHLAND
HILLS**

R 09-24-2018

FIGURE 1W



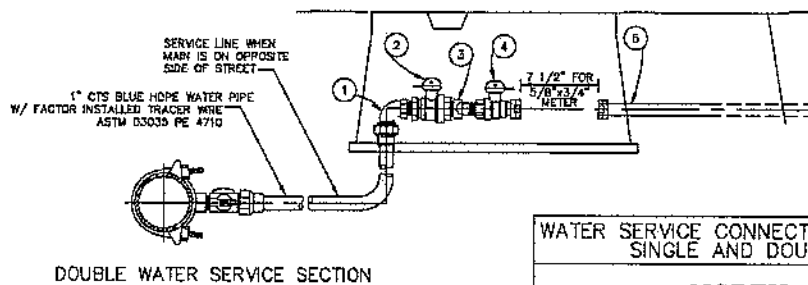
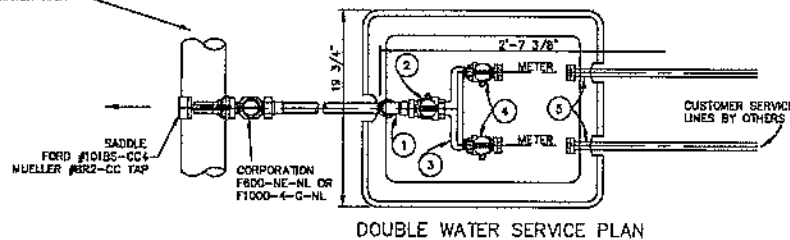
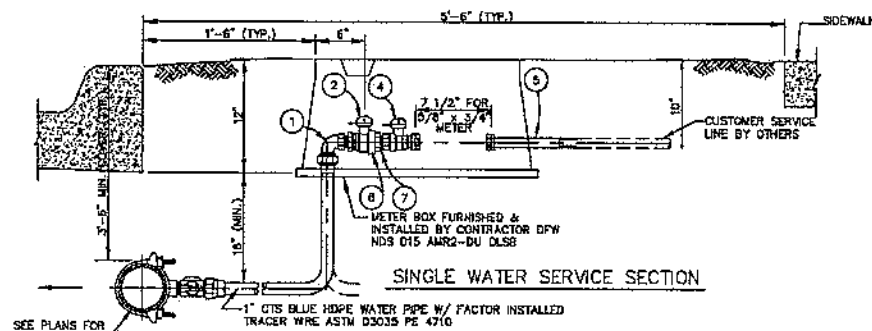




ITEM NO.	QUANTITY		SIZE	DESCRIPTION	PART NUMBER	
	SINGLE	DOUBLE			FORD	MUELLER
1.	1	1	1"	90° BRASS ELBOW, FLARE COPPER X M.I.P., (QIR. BEND)	L-28-44-NL L-99-44-C-NL	330 H-1530 330 H-1530N
2.	1	1	1"	BALL VALVE CB. STOP, F.I.P. X F.I.P.	911-44488-NL	330 B 20200N
3.		1	1"x3/4"x7 1/2"	U-BRANCH	U04-43-NL	H 15352N
4.	1	2	3/4"	BALL VALVE CB. STOP, F.I.P. X METER YOLK	812-327W-NL	250 B 24351-3N
5.	1	2	3/4"x2 1/2"	METER COUPLING	COB-23-1-GNL	F 10860H-23" L90
6.	1		1"x3/4"	BRASS REDUCER BUSHING (REDUCING SPUD MIP X MIP)	C18-34-NL	502454
7.	1		3/4"	ALL THREAD BRASS NIPPLE	-	-

NOTES:

- IF SERVICE IS INSTALLED AHEAD OF CURB AND GUTTER, CUT AND SHAPE PIPE TO FIT POSITION SHOWN BUT BEND DOWN ABOUT 5 INCHES TO MINIMIZE CHANCES OF DAMAGE DURING CONSTRUCTION OF CURB AND GUTTER. SERVICE LINE COVER MINIMUM 24 INCHES UNDER STREET SUBGRADE AND MINIMUM 12 INCHES UNDER BOTTOM OF CURB AND GUTTER.
- CONTRACTOR FURNISHES ALL PARTS LISTED AT HIS EXPENSE. ALL ITEMS SHALL BE INSTALLED BY CONTRACTOR EXCEPT ITEM 6 WHICH WILL BE GIVEN TO CONST. INSPECTOR AND INSTALLED BY CITY FORCES.
- RECESSED AMR HOLE IN METER BOX SHALL BE PLACED NEAREST THE BACK OF CURB.



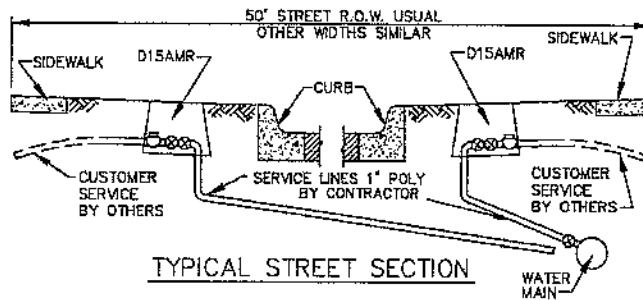
WATER SERVICE CONNECTION DETAILS
SINGLE AND DOUBLE

**NORTH
RICHLAND
HILLS**

7/21/2021

FIGURE 4W-1

FIGURES 4W-1 & 4W-2 TO BE USED TOGETHER



NOTES:

1. SINGLE BAND STRAP FOR 1" TAP. DOUBLE STRAPPED BRONZE OR STAINLESS STEEL FOR LARGER THAN 1" SERVICE SADDLE SHALL BE USED FOR ALL SERVICE TAPS. AWWA C800 SADDLE MUST BE DESIGNED FOR PIPE MATERIAL BEING TAPPED.
2. SERVICES SHALL BE CONTINUOUS WITH NO JOINTS FROM CORP. STOP TO QUARTER BEND.
3. METERS SHALL NOT BE LOCATED IN SIDEWALKS, DRIVEWAYS, OR OTHER AREAS SUBJECT TO VEHICULAR TRAFFIC, OR WITHIN 3' OF DRIVEWAYS OR STREETS.
4. ALL COPPER FITTINGS SHALL BE COMPRESSION FITTINGS WITH LINER/STIFFENER (STAINLESS STEEL, MUST BE A STIFFENER RECOMMENDED BY COMPRESSION FITTING MANUFACTURER. TAPS SHALL BE 1" MINIMUM.
5. METERS AND TAPS SHALL BE LOCATED ON SAME SIDE OF MAIN.
6. TRACER WIRE SHALL BE 10 AWG (AVERAGE WIRE GRADE). HDPE COATED SINGLE STRAND COPPER CLAD STEEL TO BE INSTALLED CONTINUOUSLY (NO SPLICING ALLOWED) FROM THE WATER MAIN TO THE METER BOX. 8" EXPOSED IN THE METER BOX ABOVE QUARTER BEND.
7. TYPE "K" SOFT COPPER SERVICES TO BE USED FOR GAS STATIONS AND OTHER SITES WHICH USE GASOLINE AND OTHER HYDRO CARBONS.

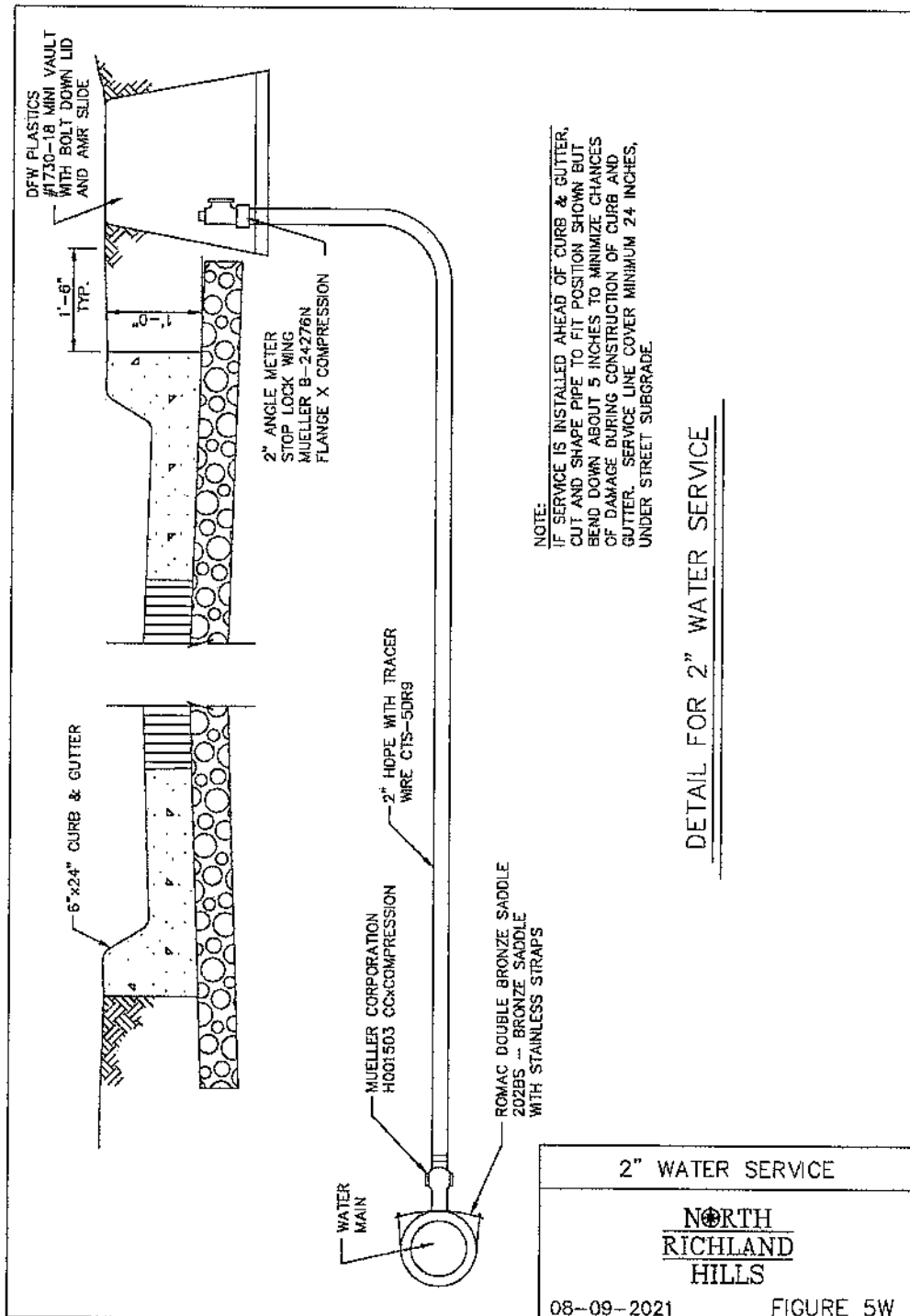
WATER SERVICE CONNECTION DETAILS
SINGLE AND DOUBLE

**NORTH
RICHLAND
HILLS**

FIGURES 4W-1 & 4W-2 TO BE USED TOGETHER

7/21/2021

FIGURE 4W-2





**CITY OF NORTH RICHLAND HILLS
WATER ABANDONMENT NOTES**

THE CITY OF NORTH RICHLAND HILLS SHALL BE THE SOLE DETERMINE OF APPROPRIATE ABANDONMENT PROCEDURES AND METHODS. RESTORE ALL DISTURBED SURFACES TO ORIGINAL CONDITION AND TO THE SATISFACTION OF THE PUBLIC WORKS INSPECTOR.

RETURN ALL REMOVED FACILITIES (HYDRANTS, FITTINGS, VALVES, ETC.) TO THE PUBLIC WORKS SERVICE CENTER, AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR. UNUSABLE EQUIPMENT SHALL BE DISPOSED OF BY THE CONTRACTOR. THE FOLLOWING METHODS ARE APPROVED ABANDONMENT PROCEDURES FOR TERMINATED FACILITIES.

ABANDONED HYDRANTS, SERVICES, BRANCH MAINS, ETC. SHALL BE TERMINATED ALL THE WAY BACK TO THE MAINLINE, AND SHALL NOT BE LEFT STUBBED OUT.

WATER MAINS:

1. CUT AND DRAIN THE ABANDONED WATER MAIN WHERE EXPOSED DURING CONSTRUCTION.
2. REMOVE ANY MAINS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) OR WHICH WILL CONFLICT WITH NEW CONSTRUCTION. SAW CUT AND REMOVE SHORT SECTIONS OF PIPE AT A TIME. MAINS SHALL NOT BE FORCIBLY REMOVED WITH HEAVY EQUIPMENT DUE TO POTENTIAL DAMAGE TO SURROUNDING UTILITIES.
3. MAINS TO BE ABANDONED IN PLACE SHALL BE REMOVED TO CREATE A MINIMUM OF A THREE FOOT SEPARATION FROM THE LIVE PORTION OF THE LINE FOR PIPES 4" AND LARGER IN DIAMETER, AND SECURELY CLOSED AT THE PIPE ENDS BY INSTALLING A WATERTIGHT PLUG OF CONCRETE NOT LESS THAN ONE FOOT THICK. CONTACT PUBLIC WORKS INSPECTOR IN WRITING 48 HOURS IN ADVANCE, TO CHECK THE CONDITION OF THE EXISTING SERVICES PRIOR TO ABANDONMENT.
4. MAINS OUTSIDE THE PUBLIC ROW NOT ENCOUNTERED DURING NEW TRENCHING MAY BE LEFT IN PLACE, BUT VALVES MUST BE ABANDONED AS DESCRIBED UNDER "VALVES".
5. TO ABANDON LINES IN PLACE, PLUG ENDS OF ABANDONED MAIN EXPOSED DURING CONSTRUCTION WITH GROUT PLUG, BLIND FLANGE, OR CAP AS DIRECTED BY THE CITY.

VALVES:

1. REMOVE VALVES AND VALVE BOXES. PLUG OR BLIND FLANGE THE WATER MAIN.
2. AN ALTERNATIVE METHOD OF ABANDONMENT IS ACCEPTABLE IF, AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR, THE VALVE CANNOT BE REMOVED. PLUG AND CLOSE THE VALVE, THEN REMOVE THE VALVE BOX.

WATER SERVICES:

1. REMOVE ALL VAULTS, SETTERS AND MISCELLANEOUS FITTINGS. BACKFILL WITH CRUSHED ROCK AND COMPACT. NATIVE SOILS MAY BE USED FOR BACKFILL ONLY IF APPROVED BY THE CITY.
2. REMOVE ENTIRE SERVICE LINE BACK TO WATER MAIN. REMOVE TAPPING SADDLE, USE REPAIR CLAMP IN ITS PLACE, AND WRAP IT IN PLASTIC.
3. AT THE DISCRETION OF THE CITY, THE SERVICE LINE MAY REMAIN IN PLACE, BUT MUST BE TERMINATED AT THE MAINLINE AS DESCRIBED ABOVE.

HYDRANTS:

REMOVE THE ENTIRE HYDRANT AND ABANDON THE MAINLINE VALVE AS DETAILED ABOVE UNDER "VALVES". REMOVE AND PROPERLY DISPOSE OF ANY BOLLARDS.

WATER ABANDONMENT NOTES

**NORTH
RICHLAND
HILLS**

08-09-2021

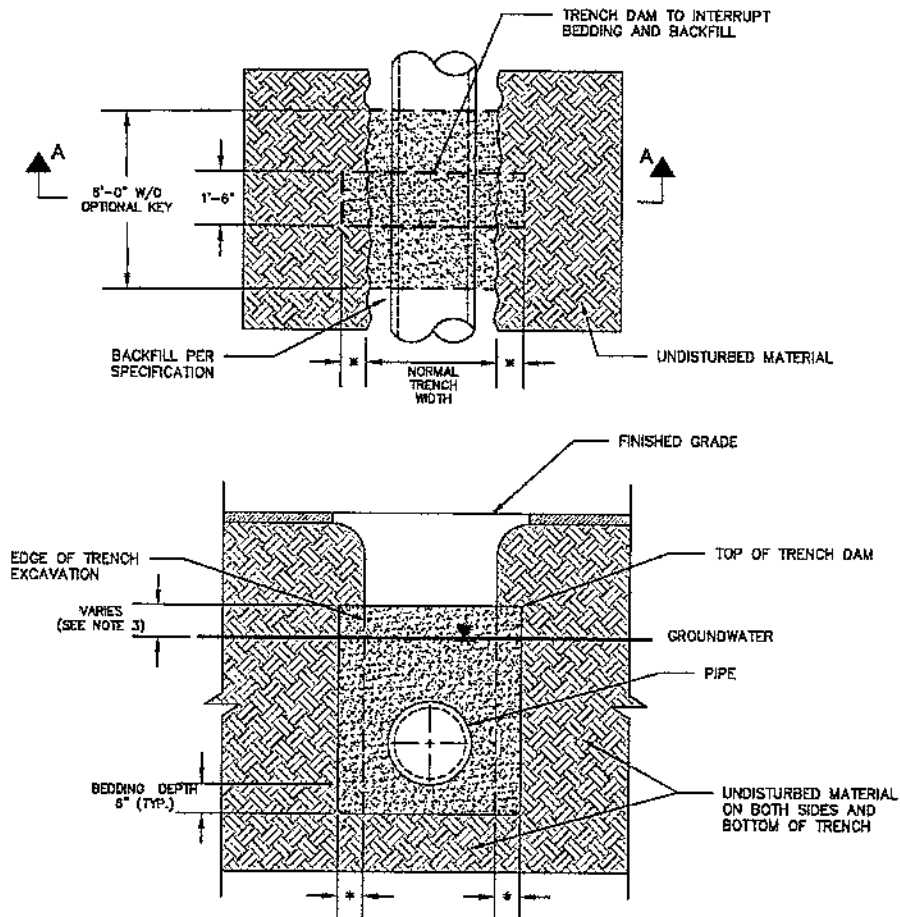
FIGURE 9W

NOTES:

1. IF SERVICE IS INSTALLED AHEAD OF CURB AND GUTTER, CUT AND SHAPE PIPE TO FIT POSITION SHOWN BUT BEND DOWN ABOUT 5 INCHES TO MINIMIZE CHANGES OF DAMAGE DURING CONSTRUCTION OF CURB AND GUTTER. SERVICE LINE COVER MINIMUM 24 INCHES, UNDER STREET SUBGRADE AND MINIMUM 12 INCHES UNDER BOTTOM OF CURB AND GUTTER.
2. CONTRACTOR FURNISHES ALL PARTS LISTED AT HIS EXPENSE. ALL ITEMS SHALL BE INSTALLED BY CONTRACTOR.
3. RECESSED AMR HOLE IN METER BOX SHALL BE PLACED NEAREST THE BACK OF CURB.
4. INSTALL FREEZE SENSOR WITH CONTROLLER UNIT.



FIGURE 10W



NOTES:

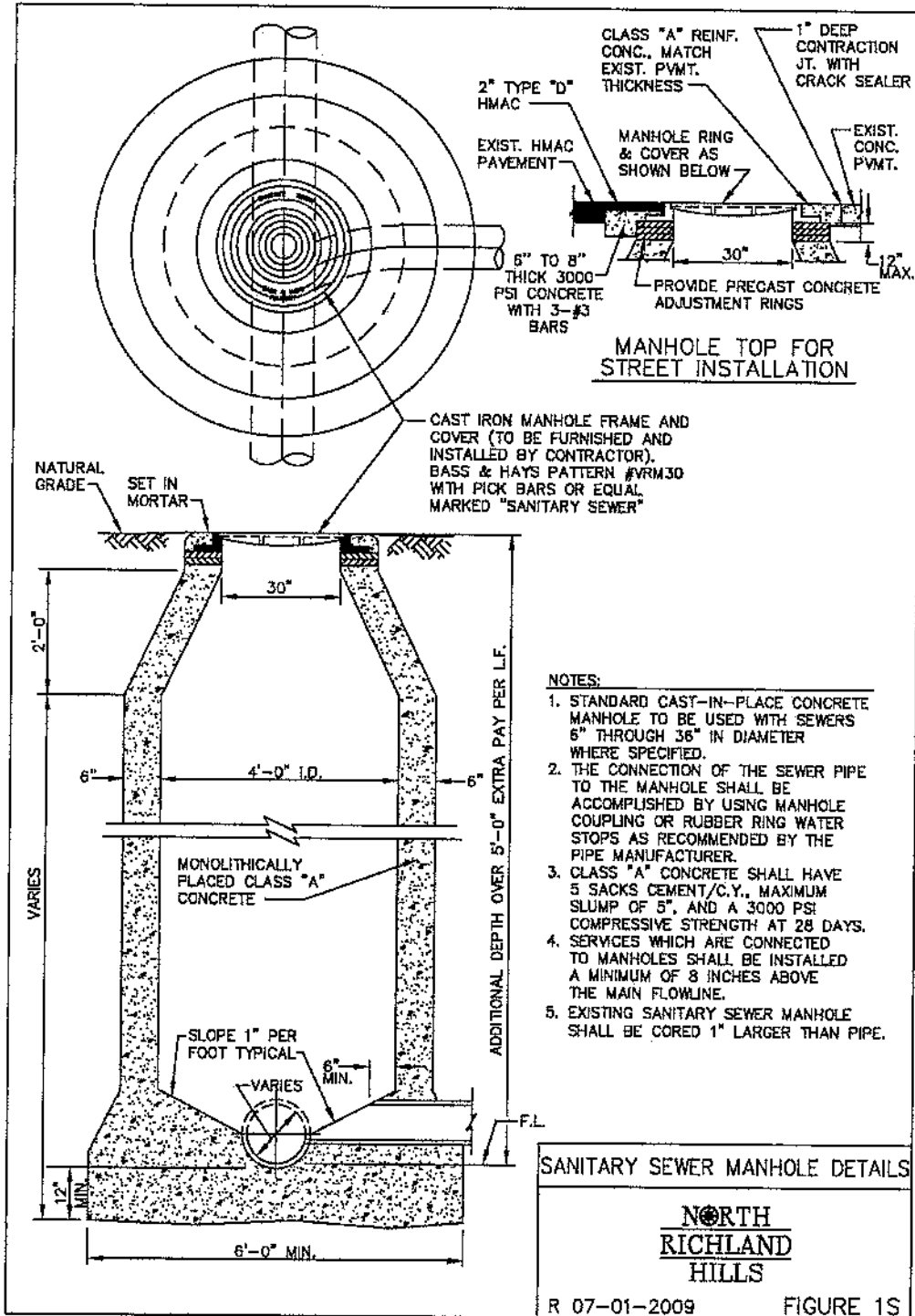
1. DAM TO BE CONSTRUCTED OF CONTROLLED LOW STRENGTH MATERIAL (CLSM), ALSO KNOWN AS "FLOWABLE FILL". MIX DESIGN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION, AND SHALL PROVIDE A COMPRESSIVE STRENGTH OF BETWEEN 50-PSI AND 150-PSI.
2. OPTIONAL KEY (*) ON EACH SIDE OF TRENCH DAM SHALL EXTEND A MINIMUM OF 1'-0" BEYOND UNDISTURBED MATERIAL (NORMAL TRENCH WIDTH).
3. TOP OF TRENCH DAM SHALL EXTEND A MINIMUM OF 2'-0" ABOVE THE GROUNDWATER LEVEL, AS DETERMINED BY THE NEAREST BORING OR BY THE ENGINEER, BUT SHALL NOT EXCEED A DEPTH OF 1'-0" BELOW FINISHED GRADE.
4. TRENCH DAMS SHALL BE INSTALLED AS INDICATED ON THE CONTRACT DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER.

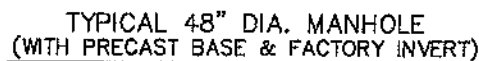
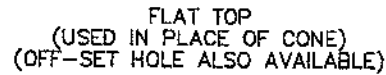
SANITARY SEWER TRENCH DAM

NRH

R 04-01-2018

FIGURE __S



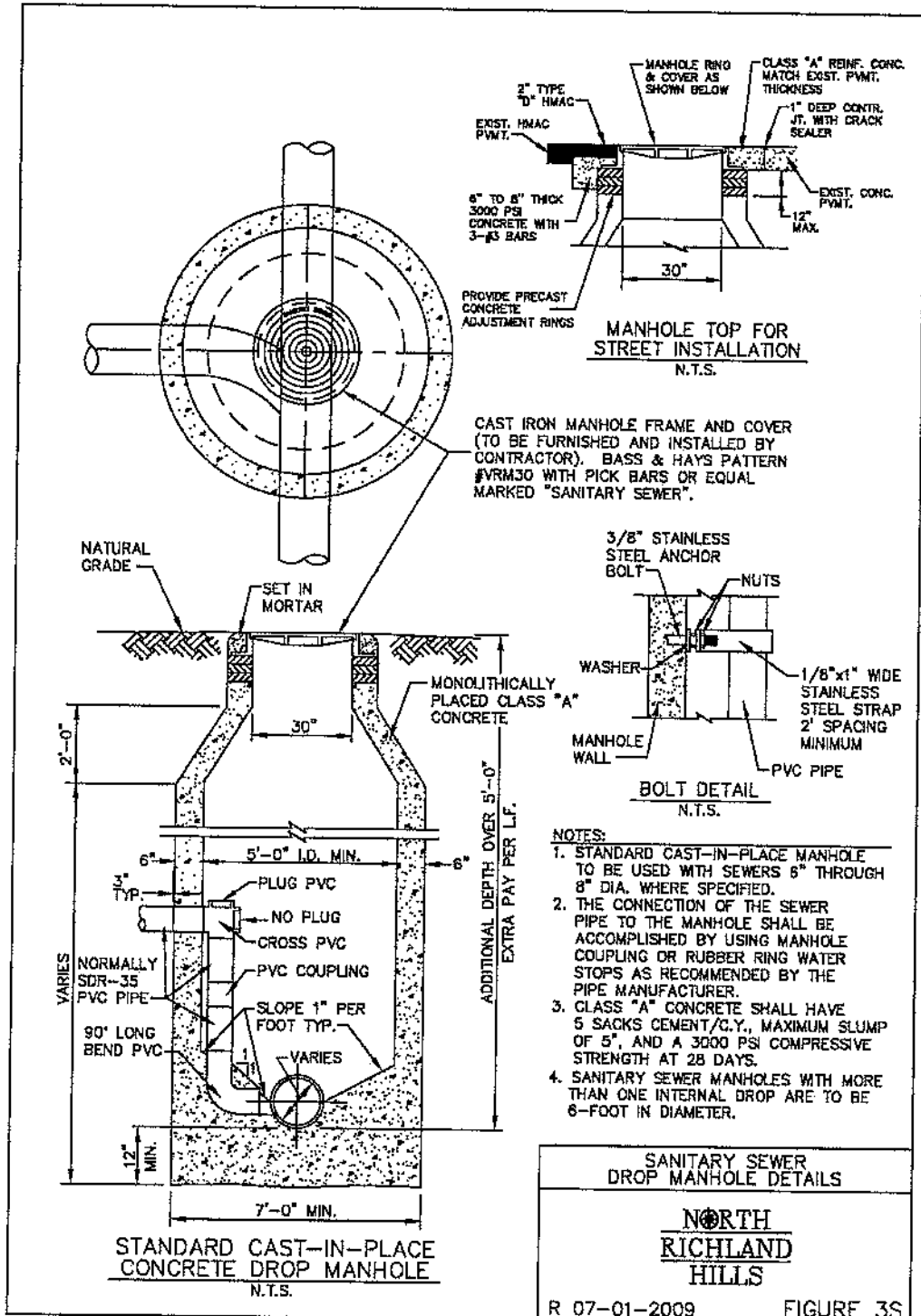


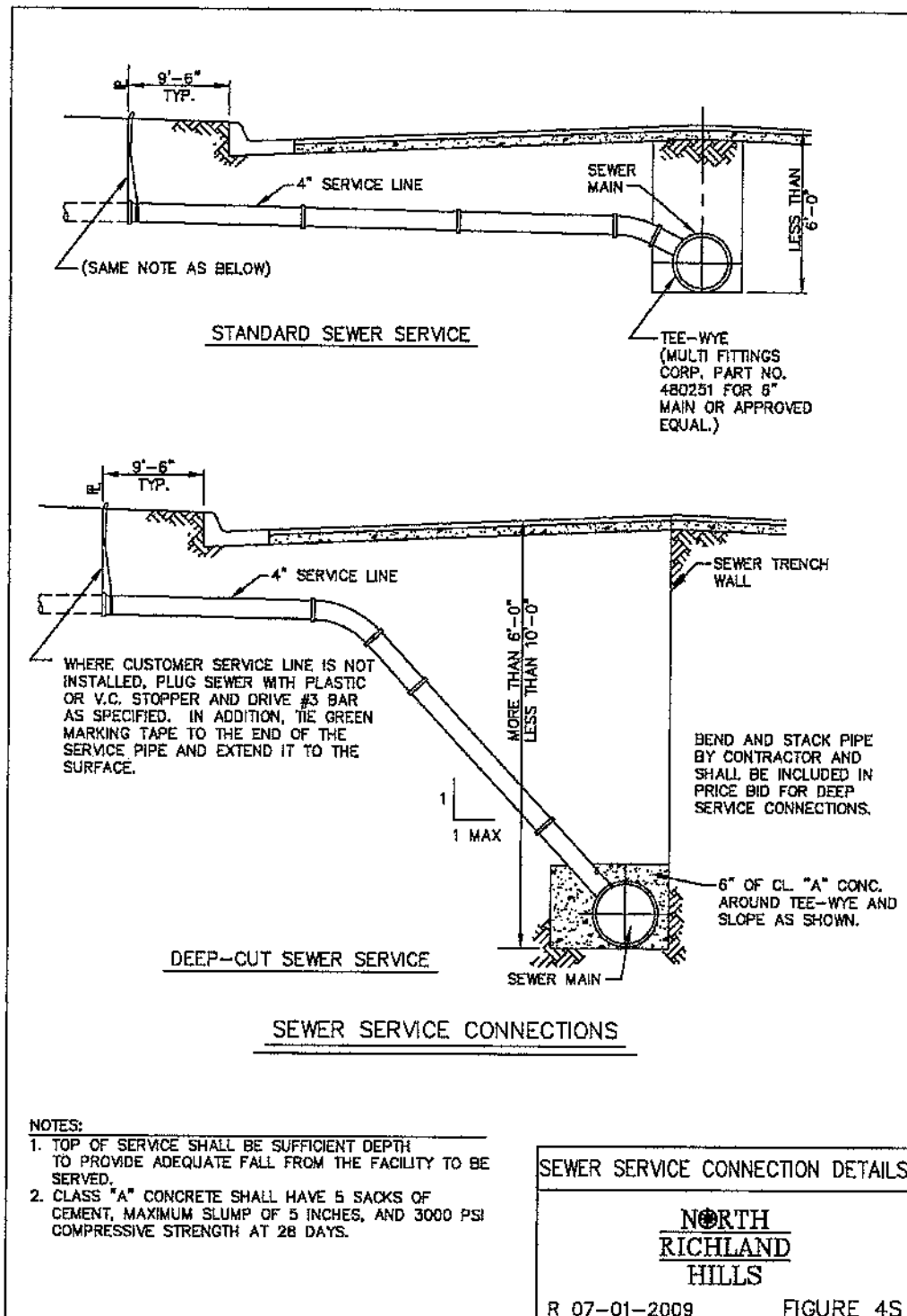
N.T.S.

1. PRECAST MANHOLE TO MEET ALL REQUIREMENTS OF ASTM C-478.
2. O'RING GASKET JOINT REQUIRED IN ACCORDANCE WITH ASTM C-443.
3. SERVICES WHICH ARE CONNECTED TO MANHOLES SHALL BE INSTALLED A MINIMUM OF 8 INCHES ABOVE THE MAIN FLOWLINE.
4. EACH INDIVIDUAL SECTION OF THE PRECAST MANHOLE WILL NEED TO BE STAMPED WITH THE ASTM SPECIFICATION NUMBER, THE MANUFACTURER'S NAME, AND DATE MANUFACTURED

NORTH
RICHLAND
HILLS

FIGURE 2S







**CITY OF NORTH RICHLAND HILLS SANITARY
SEWER ABANDONMENT NOTES**

The City of North Richland Hills shall be the sole determine of appropriate abandonment procedures and methods. Restore all disturbed surfaces to original condition and to the satisfaction of the Public Works Inspector.

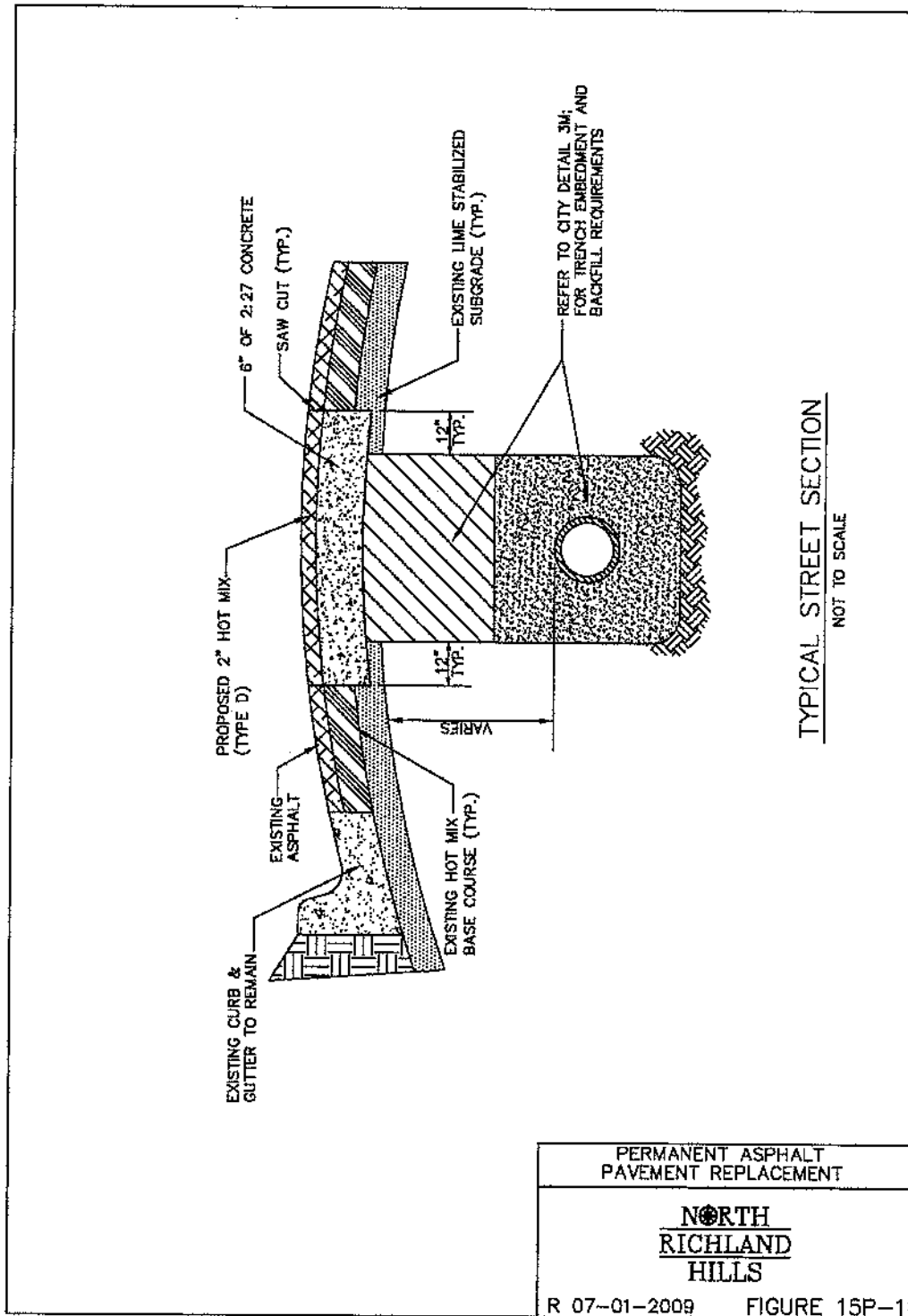
1. Abandon in-place any un-used existing sanitary sewer lateral pipe from back of the curb to the sewer main when the sewer main is under pavement..
2. Any existing pipe occupying the same trench that will be used by a new line must be removed and cannot be abandoned in place.
3. Any pipe to be abandoned, main line or service lateral, is to be separated to create a minimum of three feet separation from the nearest active main line segment.
4. In the event of a service lateral disconnection from an active main, or an inactive main disconnection from an active main in the absence of a manhole, the active main shall be repaired as follows.
 - a) If the original lateral connection was made with a factory "wy"e", then the "wy"e" is intact and undamaged shall be sealed appropriately to prevent material or water intrusion.
 - b) If the original lateral connection was made in any other fashion besides a factory "wy"e" or the factory "wy"e" is damaged, then the active sewer main section shall be replaced to eliminate the existing connection point in order to adequately seal the main.
 - c) The main section to be replaced shall extend to the nearest factory pipe "bell" or joint as applicable.
5. Fill abandoned pipe with backfill material: sand, or controlled density fill (CDF) such as flowable fill, controlled low-strength material (CLSM), flowable mortar, plastic soil-cement, soil-cement slurry, or K-Krete. CDF must have unconfined compressive strength of 100 psi or less to allow for future excavation of the area.
6. If sand is used to fill abandoned pipe, securely close each pipe end by installing a watertight plug of concrete, controlled density fill (CDF), controlled low-strength material (CLSM), flowable mortar, plastic soil-cement, soil-cement slurry, or K-Krete not less than two feet in length.
7. Pipes to be abandoned that are non-continuous or broken by construction activity are to be repaired sufficiently to contain the selected abandonment backfill material. If such repairs are impractical or infeasible, the pipe(s) shall be removed and properly disposed.
8. Un-used pipes between the curb and the right-of-way are to be removed and disposed (not abandoned in place).

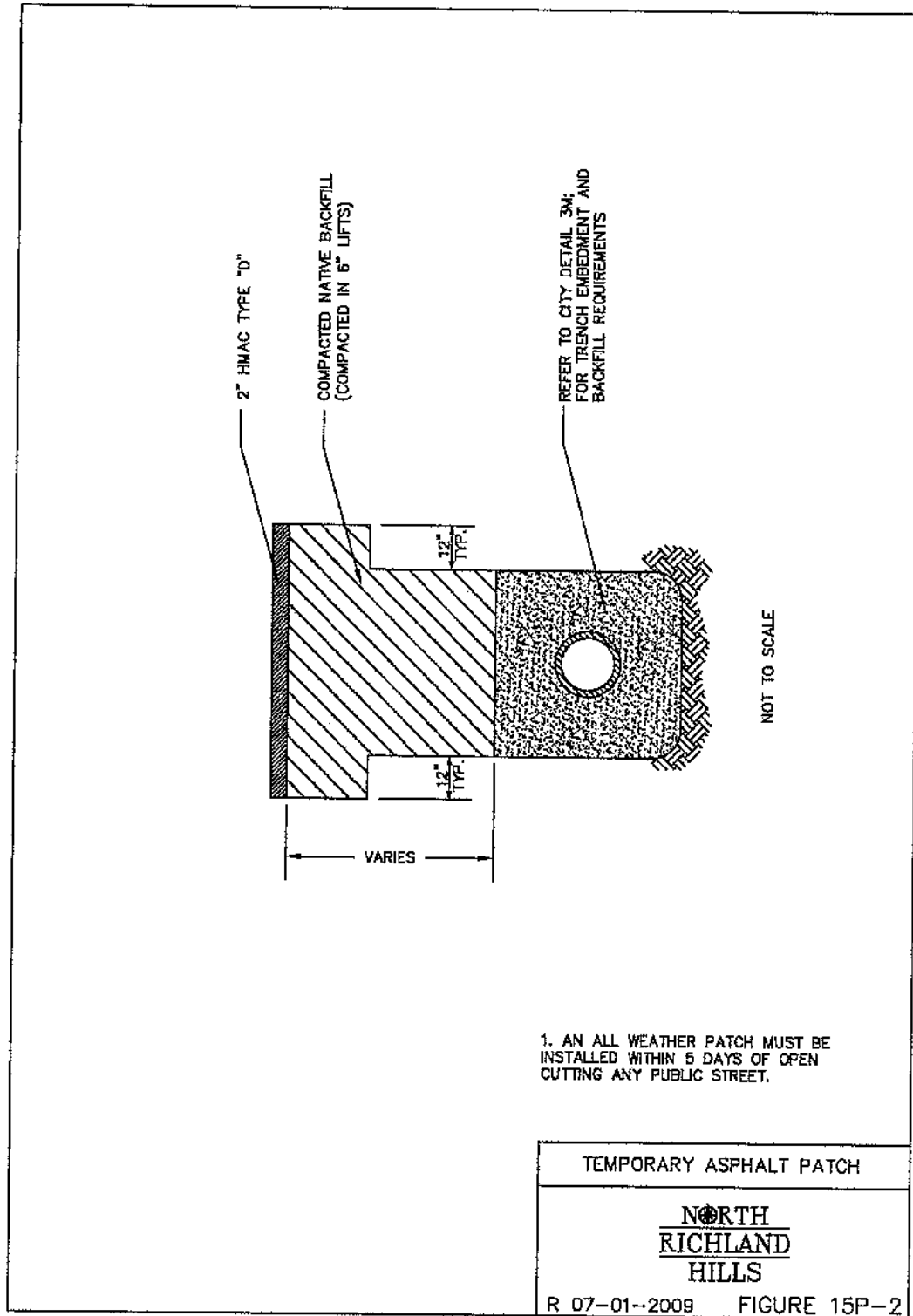
SEWER ABANDONMENT NOTES

**NORTH
RICHLAND
HILLS**

R 9-23-2015

FIGURE 5S





MERCHANTS
BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____ Bid Bond _____

KNOW ALL PERSONS BY THESE PRESENTS:

That R&D Burns Brothers, Inc.

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of North Richland Hills

(hereinafter called the Obligor) in the full and just sum of (5% G.A.B.)
Five Percent of the Greatest Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 11th day of March, 2022.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for
Utility Improvements

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure to do so, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

R&D Burns Brothers, Inc.

Principal

By [Signature]

Attest:

Merchants Bonding Company (Mutual)

By [Signature]

Payton Blanchard, Attorney-in-Fact

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison C Lueck; Bryan Simpson; Cadda E Eary; Donna French; Donna Martinez; Gwendolyn Johnston; H E Wilkins; James R Reid; Jessica Turner; Julie Lindsey; Kay Blair; Lindsay Senior Gingras; Marie Reyna; Markham Paukune; Minnie Ortiz; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Sherri Collins; Tina LaValley; William Blanchard; William Mitchell Jennings

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of December, 2021.

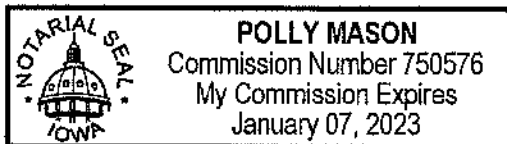


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of December, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2022.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.