CONTRACT DOCUMENTS

AND
CONSTRUCTION SPECIFICATIONS
FOR

PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY PROGRAM

FOR THE

CITY OF NORTH RICHLAND HILLS



May 2025

City of North Richland Hills Public Works Department

Project RFB 25-022

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NRH PURCHASING GUIDANCE



PURCHASING DEPARTMENT REQUEST FOR BID

25-022 PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY PROGRAM

BIDS DUE MONDAY, JUNE 09, 2025
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: 25-022

➤ Bid Type: REQUEST FOR BID

➤ Bid Name: PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY

PROGRAM

➤ Bid Due Date: Monday, June 09, 2025

➤ Bid Due Time: 2:00 P.M. Central Standard Time

➤ Deadline for questions:

Date: Friday, June 06, 2025

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 end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write 'to be provided with Contract Documents if awarded to the construction contract."

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. Monday, June 09, 2025. 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 contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

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

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

20. INTERLOCAL AGREEMENT

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

Yes, we agree	[] No, we do not agr
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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
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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 *
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* 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

MI	agree
[]I	do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a forprofit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

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

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

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

agreements to be determined by the department and the City Manager.
General Contracts for Services: Service work, and general maintenance agreements, etc.
 □ Commercial General Liability □ Automobile Liability □ Workers' Compensation & Employer's Liability □ Payment and Maintenance Bond (if applicable)
See Exhibit A for insurance language to include in general contracts for services
Professional Services: Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.
 □ Commercial General Liability □ Automobile Liability □ Workers' Compensation & Employer's Liability □ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)
See Exhibit B for insurance language to include in professional services contracts
Construction:

☐ Commercial General Liability

Building contractors for construction projects.

□ 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)
T	Typikit C for incurance language to include in construction contracts*

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

Commercial General Liability
Automobile Liability
Workers' Compensation & Employer's Liability
Professional Liability (if applicable)
Cyber Liability

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	

^{*}See Exhibit C for insurance language to include in construction contracts*

^{*}See Exhibit D for insurance language to include in IT/network access services agreements*

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

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

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

Workers' Compensation Texas Statutory

Employer's Liability \$500,000 injury - each accident

\$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

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

C. Automobile Liability:

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

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

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

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

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

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

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

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

EXHIBIT B

PROFESSIONAL SERVICES

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

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

Workers' Compensation

Texas Statutory

Employer's Liability

\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

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

C. Automobile Liability:

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

D. Professional Liability (Errors and Omissions)

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

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

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

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

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

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

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

EXHIBIT C

CONSTRUCTION

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

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

Workers' Compensation Texas Statutory

Employer's Liability \$500,000 injury - each accident

\$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

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

C. Automobile Liability:

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

D. Professional Liability (if contract involves design work)

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

E. Builder's Risk

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

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

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

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

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

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

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

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

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

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

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

Workers' Compensation

Texas Statutory

Employer's Liability

\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

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

C. Automobile Liability:

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

D. Professional Liability (Errors and Omissions)

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

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

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

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

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

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

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

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

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of	Texas	_ County of _	Dallas
Chris (Name)	Thomas	verifies t	hat:
(1)	He/She is owner, partner, o Pavecon Public W bid: (Company Name)	* · · · ·	ntative, or agent of _, has submitted the attached
(2)	He/She is fully informed in regard to attached bid;	respect to the	preparation, contents and circumstances in
(3)	colluded, conspired or agre	ed, directly or im bid in conn	partners, agents or employees has in any way indirectly with any other bidder, firm or person ection with attached bid and the price or prices
Che	ATURE Thomas TED NAME		
Subsci	ribed and sworn to before mo	e this	
	Day of Tune ARY PUBLIC in and for County, T	20 25 //as/	DEANA WILOTH VASKE Notary Public, State of Texas Comm. Expires 09-05-2027

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

My commission expires: $\underline{09-05}$ - $\underline{2021}$

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:	Pavecon Public Works, LP
ADDRESS:	3022 Roy Orr Blvd.
CITY, STATE & ZIP:	Grand Prairie, TX 75050
TELEPHONE:	972 - 263 - 3223
FAX	972 - 263 - 6551
EMAIL:	ethomas a pavecon. com
SIGNATURE:	Chin Tham
PRINTED NAME:	Chris Thomas
DATE:	June 9, 2025

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,
- 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

<u>Disadvantaged Business Enterprises (DBE)</u> 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 fo as part of your packet.	orm and return
Company Names:	
Representative:	
Address:	
City, State, Zip:	
Telephone No Fax No	
Email address:	
INDICATE ALL THAT APPLY: Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise	

CONFLICT OF INTEREST QUESTIONNAIRE

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

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

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

1 of Veridor doing business with local governmental starty						
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY					
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).	Date Received					
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.						
1 Name of vendor who has a business relationship with local governmental entity.						
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.)						
Name of local government officer about whom the information is being disclosed.						
Name of Officer						
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						
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.						
Check this box if the vendor has given the local government officer or a family membe as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts described gifts described gifts described gifts described gifts described	r of the officer one or more gifts 003(a-1).					
7						
Signature of vendor doing business with the governmental entity	Date					

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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.

<u>Local Government Code § 176.001(1-a)</u>: "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
 - $\tilde{(i)}\,$ a contract between the local governmental entity and vendor has been executed;
 - (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

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)	
modification(s) proposed consideration of Contract Attorney.	d by Contractor; howe or's request, subject to l	ver, the City agrees to egal requirements, City p	no obligation to accept negotiate in good faith policies and advice of the (ı in
1 0 0	to the City's Stand	larded by the City and inco	or "Bidder"), submits ("Agreement of the Agreement of the Agreement of the Agreem")	nt") ent.

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

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, 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 RPF process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY PROGRAM CONTRACT

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS will be received by the office of the Purchasing Manager of the City of North Richland Hills until **2:00 p.m. on Monday, June 09, 2025** for furnishing all labor, material, equipment and the performance of all work required for:

PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY PROGRAM

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

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

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

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

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

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

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

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

SUMMARY OF WORK: Wedge milling of existing asphalt pavement, and placement of new asphalt pavement in accordance with City standard details, along residential roadways.

CITY OF NORTH RICHLAND HILLS

Eva Ramirez Purchasing Manager

ADVERTISEMENT DATES:

- May 22, 2025
- May 27, 2025

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

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

2. QUALIFICATION OF BIDDERS:

No pre-qualification of bidders is required. However, in consideration of the bids, the City of North Richland Hills may require bidders to furnish a written experience record and a financial statement or the most recent audited financial statement of the firm. The City of North Richland Hills reserves the right to use these items of data to influence a decision as to the award of the contract. Bidders need not submit a statement of financial condition unless requested to do so by the City of North Richland Hills. Contractors are required to submit the Experience and Current Workload page shown on page II-9, showing that the following items will be met:

 At a minimum, the general contractor shall show minimum 3 projects in similar size and scope completed within the last 10 years and provide reference contact information.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

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

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. Bonds:

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

Power of Attorney:

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

7. STANDARD SPECIFICATIONS:

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

8. 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 required 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.

MEASUREMENT AND PAYMENT:

The basis of payment for the pay items noted in the proceeding pages shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

10. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

11. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

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

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

12. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Eva Ramirez, Purchasing Manager by 12:00pm (noon) CST on Friday, June 06, 2025. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Eva Ramirez, Purchasing Manager in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid form as submitted by the bidder must be so constructed as to

include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Eva Ramirez, Purchasing Manager or directly through Public Purchase and to be given consideration, must be received by 12:00PM (noon) on Friday, June 06, 2025. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

13. LAWS AND REGULATIONS:

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

14. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the Street Superintendent and have his approval for all such submittals as required in the Technical Specifications. * See attatched

FINANCIAL STATEMENT

Con	dition of Bidder at close of Business month, _	ASSETS	, 20 LIABILITIES
1.	Cash on Hand	\$	\$
	Cash in Bank	\$ 	\$
2.	Cash Elsewhere Accounts receivable from completed	\$ 	\$
	contracts (exclusive of claims not approved for payment)	\$ 	\$
3.	Accounts receivable from other sources than above	\$	\$
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	\$	\$
5.	Deposits for bids on other guarantees		\$
6.	Notes Receivable Past Due	\$ 	
	Due 90 days	\$ 	
	Due Later	\$ 	
7.	Interest Earned	\$ 	
8.	Real Estate, Business Property, present value	\$ 	
	Other property, present value	\$ 	\$
9.	Stocks and Bonds, Listed on Exchange	\$ 	\$
	Unlisted	\$ 	\$
10.	Equipment, Machinery, Fixtures	\$ 	\$
	Less Depreciation	\$	\$
11.	Other Assets	\$	-
	TOTAL ASSETS	\$	\$

* see attatched

LIABILITIES AND NET WORTH

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

* see attatched

EXPERIENCE RECORD

List of Projects your Organization has successfully completed:

	Jour Organization i		
Amount of		Date	Name and
Contract Award	Type of Work	Accepted	Address of Owner

List of Projects your Organization is now engaged in completing:

LIST OF FTOJECTS y	our Organization	3 HOW CHIgage	a in completing.
		Anticipated	
Amount of		Date of	Name and
Contract Award	Type of Work	Completion	Address of Owner

List of Surety Bonds in Force on above Uncompleted Work:

List of Surety Bo	nds in Force on al	pove Uncompl	etea work:
Date of		Amount of	Name and
Contract Award	Type of Bond	Bond ¹	Address of Surety
	,		

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

EQUIPMENT SCHEDULE

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

- Cat aspha	alt paver				
	84" and 48	double	down compe	actors	
- Sakai pn	eumatic rolk	21			
· Distributo	r truck				
	work Bidder ount and type:		to sublet if	Awarded	the Contract
including amo					the Contract
including amo	ount and type:				the Contract
including amo	ount and type:				the Contract
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BID FORM

FOR

PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY PROGRAM

FOR THE

CITY OF NORTH RICHLAND HILLS, TEXAS

(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)

Bid Opening Date: 2:00PM (CST), Monday, June 9, 2025

TO: City of North Richland Hills

4301 City Point Drive

North Richland Hills, Texas 76180

FOR: PREVENTIVE STREET MAINTENANCE ASPHALT OVERLAY

PROGRAM

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the specifications and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

BID SCHEDULE

Total Amount Bid: Base Bid:

Item I – Furnish and Install New 2-Inch H.M.A.C. Surface Type(D)	\$ 1,713,500.00
Item II – Cold Milling 6 Feet Width and 2 Inches deep	\$ 267,000.00
Item III – Raise Existing Rings and Covers to New Pavement Grade	\$ 56,400.00
Item IV – Raise Existing Water Valve Stack and Covers to New Pavement Grade	\$ 15,000.00
	\$ 2.051.900.00

(Total Amount Bid, Numerical Value)

^{*-} The Owner reserves the right to delete any bid items or portions thereof.

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No. 1 - Date Received No addendums issued
Addendum No. 2 - Date Received
Addendum No. 3 - Date Received
Addendum No. 4 - Date Received
The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within 365 Consecutive Calendar Days after the date

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

specified in the "Notice to Proceed". See contract for additional schedule / time

Respectfully Submitted,

requirements.

Signed:	Chin Iham	
Company:	Pavecon Public Works, LP	
Address:	3022 Roy Orr Blvd.	
	Grand Prairie Tx 75050	0541
		SEAL (If Bidder is a Corporation)
Telephone:	972 - 263 - 3223	
Fax:	972 - 263 - 655	
Submitted by:	Pavecon Public Works, LP	an individual A partnership A corporation
Doing Busine	ss As: <u>Pavecon Public Works</u> , LP	

BID FORM

ITEM NO.	NAME OF PAY ITEM WITH UNIT PRICE IN WORDS	EST. QUANTITY	UNIT	UNIT BID PRICE	TOTAL PRICE
1	Furnish and Install New 2-Inch H.M.A.C. Surface Type(D) Fourteen dollars and Ninety cents per unit	115,000	SY	\$ <u>14.90</u>	\$ <u>1,713,500.</u> 00
2	Cold Milling 6 Feet Width and 2 Inches deep. Four dollars and Forty - Five cents per unit	60,000	SY	\$ <u>4.45</u>	\$_267,000.00
3	Raise Existing Rings and Covers to New Pavement Grade. Nine Hundred Forty dollars and Zero cents per unit	60	EA	\$ 940.00	\$ <u>56,400</u> .00
4	Raise Existing Water Valve Stack and Covers to New Pavement Grade Two Hundred Fifty dollars and Zero cents per unit	60	EA	\$ <u>2.50.00</u>	\$15,000.00
	,			Total:	\$2,051,900.00

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOW ALL BY THESE PRESENTS, that we <u>Pavecon Public Works LP</u>, as Principal, and <u>Travelers Casualty and Surety Company of America</u>, as Surety, are held and firmly bound unto <u>City of North Richland Hills</u>, as Obligee, in the sum of <u>Five Percent of Greatest Amount Bid</u> Dollars (<u>5% G.A.B.</u>), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **Bid Number: 25-022 - Preventive Street Maintenance Asphalt Overlay Program** ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of June, 2025.

Pavecon Public Works LP

By: Chin Tham

Travelers Casualty and Surety Company of America

By:

Felix Navejar, Attorney in-Fact

TEXAS - INFORMATION OR COMPLAINTS NOTICE

To obtain information or make a complaint:

You may call Travelers toll-free telephone number for information or to make a complaint at: 1-800-328-2189

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 PO Box 149104 Austin, TX 78714-9104 Fax (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers 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.

AVISO IMPORTANTE - INFORMACIO NO QUEJAS - TEXAS

Usted puede llamar al numero de telefono gratis de Travelers para informacio/n o para someter una queja al: 1-800-328-2189

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacio/n acerca de companias, coberturas, derechos o quejes al: 1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas PO Box 149104 Austin, TX 78714-9104 Fax (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o Travelers primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de Informacio/n y no se convierte en parte o condicion del documento adjunto.

NTC-19023 Ed. 05-13 Page 1 of 1

Project: Bid Number: 25-022 - Preventive Street Maintenance Asphalt Overlay Program

Obligee: <u>City of North Richland Hills</u>
Principal: <u>Pavecon Public Works LP</u>

Bid Bond



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Felix Navejar of Grapevine, Texas their true and lawful Attorney-in-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires the **30th** day of **June**, **2026**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of June, 2025







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

QUALIFICATION STATEMENT OF BIDDER

ARTICLE 1—GENERAL INFORMATION

1.02

1.03

1.01 Provide contact information for the Business:

Legal Na	me of Busines	s: Pavecon	Public Wo	orks. LP		
	te Office	1		,		***************************************
Name:	Chris Thoma	as		Phone number	: (972) 26	3-3223
Title:	Division Vice	President		Email address:	CThomas@	Pavecon.com
Busines	s address of co	rporate office:	3022 Ro	y Orr Blvd.		
				airie, TX. 7505	0	
Local Of	fice		1			
Name:				Phone number	:	
Title:				Email address:		
Busines	s address of loo	cal office:				
Provide i	nformation on	the Business's o	organizatio	nal structure:		
Form of	Business:	T Sole Proprieto	rship 🔽 Pa	rtnership 🗆 Cor	poration	
				nprised of the fo		anies:
1.	ed Liability Con	ilpaily = Joine v	Citare con	iprised of the re	moving comp	
2.		*****		***************************************		
3.			- rootsey.	A MARAGEMENT OF THE RE-		
	a separate Ou	alification State	ment for ea	ach Joint Ventur	er.	
	isiness was form			te in which Busi		ed: Texas
		ized to operate			Yes □ No □	
•		hat own Busine er) owned by Bu		or in part (25%	or greater), c	or that are wholly
Name o	of business:			Affiliation:		
Address	5:					
Name c	of business:			Affiliation:		
Address	5:				•	
Name o	of business:		****	Affiliation:		
Address	ş•					

Name: Chris Fergu	ison	Title:	Division	Pres	sident	
Authorized to sign cor	ntracts: 🗹 Yes 🗆 No	Limit o	of Author	ity:	\$	
Name: Chris Thon	nas	Title:	Division	Vice	Presid	dent
Authorized to sign cor	ntracts: 🗹 Yes 🗆 No	Limit	of Author	ity:	\$	***************************************
Name:		Title:				
Authorized to sign cor	ntracts: 🗆 Yes 🗆 No	Limit	of Author	ity:	\$	
Name:		Title:			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
2—LICENSING Provide information re	garding licensure for Busi	ness:				
Name of License:	VIII VIII VIII VIII VIII VIII VIII VII					
Licensing Agency:						
License No:	E:	xpiration	Date:			
Name of License:						
Licensing Agency:						
License No: 3—DIVERSE BUSINESS	S CERTIFICATIONS	xpiratior	,		6 10 70 70	
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License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business Bu	garding Business's Divers fication iness Enterprise Enterprise siness Enterprise	se Busine	ess Certifi		-MANTA	Certifica
License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business E Woman-Owned Bu Small Business Ente	garding Business's Divers fication iness Enterprise Enterprise siness Enterprise erprise	se Busine	ess Certifi		-MANTA	Certifica
License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business E Woman-Owned Bu Small Business Enter	garding Business's Divers fication iness Enterprise Enterprise siness Enterprise erprise Enterprise	se Busine	ess Certifi		-MANTA	Certifica
License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business E Woman-Owned Bu Small Business Ente Disabled Business E	garding Business's Divers fication iness Enterprise Enterprise siness Enterprise erprise Enterprise Enterprise	se Busine	ess Certifi		-MANTA	Certifica
License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business E Woman-Owned Bu Small Business Ente Disabled Business E Veteran-Owned Bu Service-Disabled Ve	garding Business's Divers fication iness Enterprise Enterprise erprise Enterprise Enterprise erprise Enterprise erprise estiness Enterprise esteran-Owned Business	se Busine	ess Certifi		-MANTA	Certifica
License No: 3—DIVERSE BUSINESS Provide information re of current certification. Certi Disadvantaged Bus Minority Business E Woman-Owned Bu Small Business Ente Disabled Business E	garding Business's Divers garding Business's Divers fication iness Enterprise Enterprise erprise Enterprise Enterprise Enterprise Enterprise Enterprise (Historically	se Busine	ess Certifi		-MANTA	Certifica

ARTICLE 4—SAFETY

4.01	Provide information	regarding Business's	safety organization	and sat	fety perf	ormance.
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Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	МН	EMR	TRFR	МН	EMR	TRFR	МН

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Frost Bank					
Business address:	640 Taylor St. Fort Worth, TX 76102					
Date of Business's mo	☑ Attached					
Date of Business's mo	☑ Attached					
Financial indicators fr	hed					
Contractor's Current	Attached					
Contractor's Quick Ra Short Term Investmen	Attached					

Pavecon Public Works Balance Sheet January 31, 2025

<u>Assets</u>

Current Assets		
Cash in Banks and on Hand	1,468,392	
Contract Receivables, Net	3,393,367	
Deposits and Prepaid Expenses	322,086	
Costs in Excess of Billings	788,948	
Total Current Assets		\$ 5,972,793
Property and Equipment, at Cost		
Transportation Equipment	1,643,171	
Construction Equipment	4,778,957	
Office Equipment and Furniture	30,521	
Leasehold Improvements	8,309	
*	\$ 6,460,957	
Less Accum Depr and Amort	(5, 374, 264)	
Total Property and equipment		\$ 1,086,693
Other Assets		
Total Other Assets		
Total Assets		\$ 7,059,487

Pavecon Public Works Balance Sheet January 31, 2025

Liabilities and Equity

Current Liabilities		
Accounts Payable	883,108	
Advances from Affiliates	778,715	
Accrued Expenses	223,143	
Accrued Payroll and Sales Tax	15,141	
Billings in Excess of Cost	134,776	
Total Current Liabilities		\$ 2,034,883
Long Term Liabilities		
Long Term Liabilities		
Total Liabilities		\$ 2,034,883
Equity		
Partners' Capital	5,232,001	
Net Income	(207,397)	
Total Equity		\$ 5,024,604
Total Liabilities & Equity		<u>\$ 7,059,487</u>

	DFW Division MTD	% of Revenue		Administrative Division MTD	Consolidated Total MTD	% of Revenue
Income Sales-Contract Work In Process Revenue	\$ 811,722 672,530 \$ 1,484,252	54.69 45.31 100.00			\$ 811,722 672,530 \$ 1,484,252	54.69 % 45.31 100.00 %
Cost of Sales Labor-Direct Material-Direct Equipment-Direct Subcontractor-Direct General Costs-Direct Labor Burden-Direct Indirect Cost Allocation-Direct Employee Leasing Fee-Direct Cost of Sales	\$ 291,364 559,644 218,326 284,544 47,965 59,281 58,273 2,914 \$ 1,522,311	19.63 37.71 14.71 19.17 3.23 3.99 3.93 .20 102.57			\$ 291,364 559,644 218,326 284,544 47,965 59,281 58,273 2,914 \$ 1,522,311	19.63 % 37.71 14.71 19.17 3.23 3.99 3.93 .20 102.56 %
Job Margin	\$ (38,059)	(2.57)	8		\$ (38,059)	(2.56) %
Equipment Labor-Equipment Material/Parts-Equipment Shop Equipment Equipment Services General Costs-Equipment Labor Burden-Equipment Depreciation - Machin. & Equip. Employee Leasing Fee-Equipment Equipment Allocation Equipment Cost	\$ 1,623 38,770 148 694 81,840 4,450 46,487 172 (98,188) \$ 75,996	.11 2.61 .01 .05 5.51 .30 3.13 .01 (6.62) 5.11			\$ 1,623 38,770 148 694 81,840 4,450 46,487 172 (98,188) \$ 75,996	.11 % 2.61 .01 .05 5.51 .30 3.13 .01 (6.62) 5.12 %
Rental Equipment Rental Equipment Rental Equipment Allocation Rental Equipment	\$ 124,614 (112,317) \$ 12,297	8.40 <u>(7.57)</u> .83			\$ 124,614 (112,317) \$ 12,297	8.40 % (7.57) .83 %
Indirect Cost Labor-Indirect Equipment-Indirect General Costs-Indirect Labor Burden-Indirect Employee Leasing Fee-Indirect Allocation of Indirect Cost Indirect Cost Gross Margin	\$ 47,287 745 9,913 11,959 529 (58,273) \$ 12,160	3.19 .05 .67 .81 .04 (3.93) .83	98		\$ 47,287 745 9,913 11,959 529 (58,273) \$ 12,160	3.19 % .05 .67 .81 .04 _(3.93) .82 %
•						
Sales Expense Sales Salaries Long Term Disability Insurance Vehicle Allowances Fuel Sales Mobile Phones Travel	\$ 22,596 550 621 264	1.52 .04 .04 .02	ago.		\$ 22,596 550 621 264	1.52 % .04 .04 .02
Sales - Bid Plans Sales Office Expense	1,762 5,899	.12			1,762 5,899	.12
Meals Sales Expense	\$ 31,692	2.14	%		\$ 31,692	2.14 %
Admin. Expense Administrative Salaries Administrative Bonus Clerical Salaries Payroll Taxes Employee Leasing Fee Workmans Compensation Umbrella Insurance Medical Insurance Auto Lease Mobile Phones Utilities - Other Legal & Professional Dues & License Technology Expense Office Equipment - Lease	\$ 4,160 2,841 9,089 3,725 434 74 2,857	.28 .19 .61 .25 .03		1,802 11,486 1,209 133 16 20,158 1,347 550 497 6,457 3,114 91	\$ 4,160 4,643 20,575 4,934 567 90 20,158 4,204 550 32 497 6,457 3,114 91	.28 % .31 1.39 .33 .04 .01 1.36 .28 .04 .03 .44 .21 .01 .01

Pavecon Public Works

Income Statement For the Period Ended January 31, 2025

	DFW Division MTD	% of Revenue	Administrative Division MTD	Consolidated Total MTD	% of Revenue
Postage Shared Overhead Admin. Expense	\$ 23,212	1.55 %	\$ 459 4,831 \$ 52,244	\$ 459 4,831 \$ 75,456	.03 % 33 5.08 %
Total Sales and Admin. Exp.	\$ 54,904	3.69 %	\$ 52,244	\$ 107,148	7.22 %
Other Income & Expense Prompt Payment Discount Interest Income Bad Debt Expense	\$ 50 28,257	1.90	9,956	\$ 50 9,956 28,257	.67
Gain/Loss on Sale of Assets Total Other Inc. & Exp.	\$ 28,307	1.90 %	\$ 9,956	\$ 38,263	2.58 %
Pretax Income (Loss)	\$ (165,109)	(11.13) %	\$ (42,288)	\$ (207,397)	(13.97) %
Federal Income Tax					
Net Before Minority Interest	\$ (165,10 <u>9</u>)	<u>(11.13</u>) %	\$ (42,288)	\$ (207,397)	<u>(13.97</u>) %
Net Income (Loss)	\$ (165,109)	<u>(11.13</u>) %	<u>\$ (42,288</u>)	\$ (207,397)	<u>(13.97</u>) %

Pavecon Public Works

Income Statement

For the Period Ended January 31, 2025

. •	DFW Division YTD	% of <u>Revenue</u>	D	nistrative ivision YTD	Consolidated Total YTD	% of Revenue
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Cost of Sales Labor-Direct Material-Direct Equipment-Direct Subcontractor-Direct General Costs-Direct Labor Burden-Direct Indirect Cost Allocation-Direct Employee Leasing Fee-Direct Cost of Sales	\$ 291,364 559,644 218,326 284,544 47,965 59,281 58,273 2,914 \$ 1,522,311	19.63 37.71 14.71 19.17 3.23 3.99 3.93 .20 102.57			\$ 291,364 559,644 218,326 284,544 47,965 59,281 58,273 2,914 \$ 1,522,311	19.63 % 37.71 14.71 19.17 3.23 3.99 3.93
Job Margin	\$ (38,059)	(2.57)	8		ş (38 , 059)	(2.56) %
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Rental Equipment Rental Equipment Rental Equipment Allocation Rental Equipment	\$ 124,614 (112,317) \$ 12,297	8.40 _(7.57) .83			\$ 124,614 (112,317) \$ 12,297	8.40 % (7.57) .83 %
Indirect Cost Labor-Indirect Equipment-Indirect General Costs-Indirect Labor Burden-Indirect Employee Leasing Fee-Indirect Allocation of Indirect Cost Indirect Cost Gross Margin	\$ 47,287 745 9,913 11,959 529 (58,273) \$ 12,160 \$ (138,512)	3.19 .05 .67 .81 .04 (3.93) .83			\$ 47,287 745 9,913 11,959 529 (58,273) \$ 12,160 (138,512)	3.19 % .05 .67 .81 .04 <u>(3.93)</u> .82 % (9.33) %
Sales Expense Sales Salaries	\$ 22,596	1.52	95		\$ 22,596	1.52 %
Long Term Disability Insurance Vehicle Allowances Fuel Sales Mobile Phones	550 621 264	.04 .04 .02			550 621 264	.04
Travel Sales - Bid Plans Sales Office Expense Meals	1,762 5,899	.12			1,762 5,899	.12
Sales Expense	\$ 31,692	2.14	8		\$ 31,692	2.14 %
Admin. Expense Administrative Salaries Administrative Bonus Clerical Salaries Payroll Taxes Employee Leasing Fee Workmans Compensation Umbrella Insurance Medical Insurance Auto Lease Mobile Phones Utilities - Other Legal & Professional Dues & License Technology Expense Office Equipment - Lease	\$ 4,160 2,841 9,089 3,725 434 74 2,857	.28 .19 .61 .25 .03	9	1,802 11,486 1,209 133 16 20,158 1,347 550 497 6,457 3,114 91 94	\$ 4,160 4,643 20,575 4,934 567 90 20,158 4,204 550 32 497 6,457 3,114 91	.28 % .31 1.39 .33 .04 .01 1.36 .28 .04 .03 .44 .21 .01

	DFW Division YTD	% of Revenue	Administrative Division YTD	Consolidated Total <u>YTD</u>	% of Revenue
Postage Shared Overhead Admin. Expense	\$ 23,212	1.55 %	\$ 459 4,831 \$ 52,244	\$ 459 4,831 \$ 75,456	.03 % 33 5.08 %
Total Sales and Admin. Exp.	\$ 54,904	3.69 %	\$ 52,244	\$ 107,148	7.22 %
Other Income & Expense Prompt Payment Discount Interest Income Bad Debt Expense	\$ 50		9,956	\$ 50 9,956	.67 1.90
Gain/Loss on Sale of Assets Total Other Inc. & Exp.	28,257 \$ 28,307	1.90 1.90 %	\$ 9,956	28,257 \$ 38,263	2.58 %
Pretax Income (Loss)	\$ (165,109)	(11.13) %	\$ (42,288)	\$ (207,397)	(13.97) %
Federal Income Tax					
Net Before Minority Interest	\$ (165,109)	<u>(11.13</u>) %	\$ (42,288)	\$ (207,397)	<u>(13.97</u>) %
Net Income (Loss)	\$ (165,1 <u>09</u>)	<u>(11.13</u>) %	\$ (42,28 <u>8</u>)	\$ (207,397)	<u>(13.97</u>) %

	DFW Division MTD	% of Revenue	Admin Division MTD	Consolidated Total MTD	% of Revenue
Fuel, Travel & Meals Detail Fuel Usage - Chris Thomas Fuel Usage - Tim McLemore	\$ 456 166 \$ 622	.03 \$ 01 .04 \$		\$ 456 166 \$ 622	.03 3 .01 .04 3
	and the form of the same of th		***************************************		
Total Expenses	\$ 1,244	.08 %	4800	\$ 1,244	.08

	DFW Division YTD	% of Revenue	Admin Division YTD	Consolidated Total YTD	3 of Revenue
Fuel, Travel & Meals Detail Fuel Usage - Chris Thomas Fuel Usage - Tim McLemore	\$ 456 166 \$ 622	.03 3 .01 .04 3		\$ 456 166 \$ 622	.03 3 01 04 %
				ALL I DATE OF THE PARTY OF THE	
Total Expenses	\$ 622	.04		\$ 622	.04

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company of America							
Surety is a corporation organized and existing under the laws of the state of: Connecticut								
Is surety authori	zed to provide	e surety bonds in	the Project location?	☑ Yes □	□ No			
Federal Bonds a	nd as Accepta	ble Reinsuring Co	es of Authority as Ac mpanies" published i e, U.S. Department o	n Departn	nent Circular 570			
Mailing Address		One Tower Square, Hartford, CT 06183						
(principal place	of business):							
Physical Address		One Tower Square, Hartford, CT 06183						
(principal place of business):								
Phone (main):	860-277-0111 Phone (claims):							

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, a	and type of policy	(CLE, auto, etc.):				
Insurance Provider		Type of Policy (Coverage Provided)				
Are providers licensed or auth	norized to issue po	licies in the Project location?	☐ Yes ☐ No			
Does provider have an A.M. B	est Rating of A-VI	l or better?	☐ Yes ☐ No			
Mailing Address						
(principal place of business):	***					
Dhusiaal Addus as						
Physical Address						
(principal place of business):						
Phone (main):	1	Phone (claims):				

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of	of the Business.
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Average number of current full-time employees:	70
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pro	jects like	the proposed project	:11 Yea	ars
As a general contractor:	11	As a joint venturer:		
Has Business, or a predecess	or in int	erest, or an affiliate ide	entified in	n Paragraph 1.03:
Been disqualified as a bidd	er by an	y local, state, or federa	l agency	within the last 5 years?
☐ Yes ☑ No				
Been barred from contract	ing by a	ny local, state, or feder	al agenc	y within the last 5 years?
☐ Yes ☑ No				
Been released from a bid i	n the pa	st 5 years? 🗆 Yes 🔽 No)	
Defaulted on a project or f	ailed to	complete any contract	awarded	d to it? ☐ Yes ☑ No
Refused to construct or re	used to	provide materials defi	ned in th	e contract documents or in
a change order? ☐ Yes ☑ I	Vo			
Been a party to any curren	tly pend	ing litigation or arbitra	tion? 🗆	Yes Mo
Provide full details in a sepa	rate atta	chment if the response	e to any o	of these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
 - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.

- Attachments providing additional information as required by Paragraph 8.02. E.
- Schedule A (Current Projects) as required by Paragraph 8.03. F.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:	Pavecon Public Works, LP
	(typed or printed name of organization)
Ву:	(individual's signature)
Namo	Chris Thomas
Name:	(typed or printed)
Title:	Division Vice President
Title.	(typed or printed)
Date:	June 9, 2025
	(date signed)
(If Busines:	s is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	
	(individual's signature)
Name:	
ranic.	(typed or printed)
Title:	
	(typed or printed)
Address fo	r giving notices:
	3022 Roy Orr Blvd. Grand Prairie, TX 75050
Designate	d Representative:
Name:	(toward on purinhead)
	(typed or printed)
Title:	(typed or printed)
Address:	(typed of printed)
ridaress.	
Phone:	
Email:	

Schedule A—Current Projects

Name of Organization	County of Kaufman							
Project Owner	County of Kaufman			Project Nam	Project Name Construction of SH 34-US 175 Connector Road			
General Description of P	roject New Roadway Cor	structio	on					
Project Cost	3,450, 000.00			Date Project	ject May 2024			
Key Project Personnel	Project Manager		Project Superir	ntendent		Safe	ety Manager	Quality Control Manager
Name	Trevor Ferguson		Adolfo Rodriguez					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)								
	Name		Title/Position	Organi	izat	ion	Telephone	Email
Owner	County of Kaufman			County			469-376-4127	
Designer	Matt Atkins, P.E.	Projec	t Engineer	Teague Nall	& P	erkins, In	c 817-336-5773	
Construction Manager								
Project Owner	City of Lavon		,	Project Nam	ie	Lake Roa	ad Phase 2	
General Description of P	roject Reconstruction of I	Road		1	•			
Project Cost	750, 000			Date Project	Date Project August 2024			
Key Project Personnel	Project Manager		Project Superi	ntendent Sa		Saf	ety Manager	Quality Control Manager
Name	Anthony Rodriquez		Adolfo Rodriguez					
Reference Contact Infor	mation (listing names indic	ates ap	proval to contacting	the names in	divi	duals as a	reference)	
	Name		Title/Position	Organization		Telephone	Email	
Owner	City of Lavon							
Designer	Freeman Millican						214-503-0555	
Construction Manager								Annual Control of the
Project Owner	Lillian Custom Homes			Project Name Oak Creek Ranch				
General Description of P	roject Paving new subdiv	ision						
Project Cost	2,600,000			Date Project	t	ľ	March 2024	
Key Project Personnel	Project Manager		Project Superi	ntendent		Saf	ety Manager	Quality Control Manager
Name	Trevor Ferguson		Adolfo Rodriguez					
Reference Contact Infor	mation (listing names indic	ates ap	proval to contacting	the names in	divi	duals as a	reference)	
	Name		Title/Position	Organ			Telephone	Email
Owner	Lillian Custom Homes						972-937-8990	
Designer	Petitt ECD					***	972-941-8400	
Construction Manager								

Schedule B—Previous Experience with Similar Projects

Name of Organization	Kings Way, LLC						
Project Owner	Brian Robertson		Project Nam	e De	eerwood l	Pkwy	
General Description of F	Project Paving Reconstruction As	sphalt					
Project Cost	130,000	Date Project		10)/31/2024		
Key Project Personnel	Project Manager Project Superior		intendent		Safe	ty Manager	Quality Control Manager
Name	Dean Miller Adolfo Rodriguez						
Reference Contact Infor	mation (listing names indicates	approval to contacting	g the names inc	lividu	als as a	reference)	
	Name	Title/Position	Organ	zatio	n	Telephone	Email
Owner	Robert Bryan		214-535-0057				
Designer							
Construction Manager							
Project Owner	EEE Development LLC.		Project Nam	e El	llis Estate	s Phase 2	
General Description of I	Project Paving new subdivision			•			
Project Cost	380,000		Date Project	Date Project Jan		anuary 2024	
Key Project Personnel	Project Manager	Project Super	intendent Safe		ty Manager	Quality Control Manager	
Name	Mark Shew	Adolfo Rodriguez					
Reference Contact Infor	mation (listing names indicates	approval to contactin	g the names inc	lividu	ials as a	reference)	
	Name	Title/Position	Organ	izatio	n	Telephone	Email
Owner	Larry Ellis						Larrytexashomes@gmail.com
Designer	Petitt ECD					972-941-8400	
Construction Manager							
Project Owner	Altura Homes		Project Nam	е Н	eritage P	hase 3	
	Project Paving new subdivision						
Project Cost	1,200,000		Date Project		1		
Key Project Personnel	Project Manager	Project Super	intendent		Safe	ty Manager	Quality Control Manager
Name	Anthony Rodriquez	Adolfo Rodriguez					
Reference Contact Info	mation (listing names indicates	approval to contactin	g the names in	dividu	uals as a	reference)	
	Name Title/Position		Organization			Telephone	Email
Owner	Kevin Webb		Altura Homes			214-729-1968	
Designer	Petitt ECD					972-941-8400	
Construction Manager							

Schedule C—Key Individuals

Project Manager						
Name of individual	Anthony Rodriquez					
Years of experience as project manager	8 yrs					
Years of experience with this organization	4 yrs					
Number of similar projects as project manager	9					
Number of similar projects in other positions						
Current Project Assignments 3						
Name of assignment	Percent of time used for this project	Estimated project completion date				
Lake Road Ph 2	33%	3/7/2025				
Enclave at Legacy Hills Pha 2	33%	3/14/2025				
Woodstone Ph 3	33%	4/1/2025				
Reference Contact Information (listing names indicates a	pproval to contact named inc	dividuals as a reference)				
Name	Name					
Title/Position	Title/Position					
Organization	Organization					
Telephone	Telephone					
Email	Email					
Project	Project					
Candidate's role on	Candidate's role on					
project	project					
Project Superintendent						
Name of individual	Adolfo Rodriguez					
Years of experience as project superintendent	15 yrs					
Years of experience with this organization	3 yrs					
Number of similar projects as project superintendent	9					
Number of similar projects in other positions						
Current Project Assignments						
Name of assignment	Percent of time used for this project	Estimated project completion date				
Lake Road Ph 2	33%	3/7/2025				
Enclave at Legacy Hills Pha 2	33%	3/14/2025				
Woodstone Ph 3	33%	4/1/2025				
Reference Contact Information (listing names indicates a	approval to contact named in	dividuals as a reference)				
Name	Name					
Title/Position	Title/Position					
Organization	Organization					
Telephone	Telephone	-				
Email	Email					
Project	Project					
Candidate's	Candidate's					
role on project	role on project					

Safety Manager					
Name of individu	ıal			4040	
<u> </u>	nce as project manager				
****	nce with this organization				
	ar projects as project manager			WAY	
	ar projects in other positions				
Current Project A					
Name of assignm		Percent of time use	d for	Estimated project	
realite of assignit		this project		completion date	
				•	
Reference Conta	ct Information (listing names indicates a	approval to contact nam	ned indiv	viduals as a reference)	
Name		Name			
Title/Position		Title/Position			
Organization		Organization			
Telephone		Telephone			
Email		Email			
Project	Project				
Candidate's role	on	Candidate's role on			
project		project			
Quality Control					
Name of individu		Brandon Polvadore		1 A A A A A A A A A A A A A A A A A A A	
Years of experie	nce as project superintendent	8 yrs		AND THE PARTY SHAPE OF THE PARTY	
	nce with this organization	8 yrs			
	ar projects as project superintendent	25			
	ar projects in other positions	25			
Current Project					
Name of assignn	nent	Percent of time used for		Estimated project	
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	this project		completion date	
Defenses	at Information (listing as as as indicates	approval to contact see	nod indi	viduals as a reference)	
	act Information (listing names indicates	Name	neu mui	viduals as a reference/	
Name	Chris Ferguson				
Title/Position	President	Title/Position			
Organization	Pavecon Public Works	Organization			
Telephone	469-601-0802	Telephone			
Email	Cferguson@pavecon.com	Email	···		
Project		Project		2000	
Candidate's		Candidate's			
role on project		role on project			