



**PURCHASING DEPARTMENT
REQUEST FOR BID**

20-012

**MANHOLES – CURED-IN-PLACE
MANHOLE LINER**

BIDS DUE THURSDAY, FEBRUARY 27, 2020

BY 2:15 P.M.

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INVITATION TO BID

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

- Bid Number: 20-012
- Bid Type: REQUEST FOR BID
- Bid Name: MANHOLES – CURED-IN-PLACE MANHOLE LINER
- Bid Due Date: Thursday, February 27, 2020
- Bid Due Time: 2:15 P.M. Central Standard Time
- Deadline for questions:
 - Date: Thursday, February 20, 2020
 - 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.

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 **2:15 P.M. Thursday, February 27, 2020**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

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

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

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the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 Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

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

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

4. **REJECTION/DISQUALIFICATION**

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

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

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

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

5. BID EVALUATION

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.

REFERENCES WITHIN THE DALLAS/FORT WORTH METROPLEX

City of Plano, Texas

Mr. Chris Best
Project Manager
4120 W. Plano Parkway
Plano, Texas 75093
972-769-4128
chrisbe@plano.gov

The Colony, Texas

Mr. Joe Chase
Wastewater Supervisor
#1 Harris Plaza
The Colony, TX 75056
972-624-4418
jchase@thecolonytx.gov

City of Forney, Texas

Mr. Ramiro Quintero
Wastewater Supervisor
402 N. Bois d'Arc
Forney, Texas 75126
972-564-7300 or 7340
rquintero@forneytx.gov

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

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

16. TERMINATION/NON PERFORMANCE

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

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

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

17. ATTORNEYS FEES

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

18. INDEMNITY

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

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

expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

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

19. PERFORMANCE AND PAYMENT BONDS

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

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

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

20. INTERLOCAL AGREEMENT

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

Yes, we agree No, we do not agree

21. ELECTRONIC PROCUREMENT

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

22. COMPLIANCE WITH SB 89:

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

Yes, we agree No, we do not agree

23. COMPLIANCE WITH SB 252:

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

Yes, we agree

No, we do not agree *

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

24. ETHICS AND COMPLIANCE POLICY

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

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

I agree

I do not agree

25. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

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

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

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

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

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Louisiana ^{Parish} County of Caddo

TINA C. EDMISTON verifies that:
(Name)

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

Tina C. Edmiston
SIGNATURE

TINA C. EDMISTON
PRINTED NAME

Subscribed and sworn to before me this

27th Day of February 20²⁰

Teddye Lynne Baker
NOTARY PUBLIC in and for

Caddo ^{Parish, Louisiana}
County, Texas.

My commission expires: at death

TEDDYE LYNNE BAKER
Notary Public
My Commission is for Life
001107



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

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

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

COMPANY: INFRASTRUCTURE REHABILITATION USA, INC.
ADDRESS: 401 EDWARDS ST., SUITE 2100
CITY, STATE & ZIP: SHREVEPORT, LOUISIANA 71101
TELEPHONE: 318-629-5485 888-277-5485
FAX: 800-340-2672
EMAIL: tcedmiston@irehabusa.com
SIGNATURE: Tina C. Edmiston
PRINTED NAME: TINA C EDMISTON
DATE: FEBRUARY 27, 2020

COMPLIANCE WITH HOUSE BILL 1295

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

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

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

Filing Process:

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

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

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

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/clf_info_form1295.htm.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2020-593149

Date Filed:
 02/27/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Infrastructure Rehabilitation USA, Inc.
 Shreveport, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-012 *Manholes - Cured-in-Place Manhole Liner*
 Manhole Rehabilitation with Triplex Liners

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Casten, Theodore John	Shreveport, LA United States	X	
	Edmiston, Tina	Shreveport, LA United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Shreveport, Caldo ^{*Paix*} county, State of Loeisia, on the 27th day of Feb, 2020
(month) (year)

LYNNE BAKER
 Notary Public
 Commission is for 1/1
 # 001107



Tina Edmiston

Signature of authorized agent of contracting business entity
 (Declarant)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

**North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606**

<http://www.nctrca.org/certification.html>

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

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

- Minority-Owned Business Enterprise**
- Women-Owned Business Enterprise**
- Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

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

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

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

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

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

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

SPECIFICATIONS

Introduction: The City of North Richland Hills intends to utilize the most appropriate and long lasting manhole rehabilitation technique on a portion of its manholes on a yearly basis. This project is specifically for the **Manhole – Cured-In-Place Manhole Liner** portion of our manhole rehabilitation project. As funding levels are unknown from year to year an estimation has been given based on this year's funding level and expected vertical footage.

Bid Item(s):

Item No.	Estimated Quantity	Item Description	Unit	Unit Price	Extended Price
1.	<u>125</u>	4' Dia. Cured In Place Manhole Liners	<u>VF</u>	\$ <u>832.-</u>	\$ <u>104,000</u>
2.	<u>75</u>	5' Dia. Cured In Place Manhole Liners	<u>VF</u>	\$ <u>994.-</u>	\$ <u>74,550</u>
3.	<u>5</u>	Rebuild Bench area for CIPM	<u>Each</u>	\$ <u>850.-</u>	\$ <u>4250.-</u>
4.	<u>5</u>	Rebuild or Repair wall areas for CIPM	<u>Each</u>	\$ <u>600.-</u>	\$ <u>3,000.-</u>

Bid Item Description:

Item 1 and 2. Cured-In-Place Manhole Liner

Manholes receiving a cured-in-place manhole liner (CIPM) will be cleaned according to the technical specification section within this bid document (PART 3 – Installation 3.01). The desire is to remove grease, roots, spoiled concrete, or dirt that will prevent repair or coating materials from adhering to the interior surfaces of the manhole. Once cleaned and prepped for coating, repairs may be identified. Repairs will consist of repairing wall lifts holes, cracks, replacing bricks, patching concrete, and or removing steps. After the cleaning and repair process is complete; the contractor will place the cured in place liner to cover the entire interior surface including the bench to the top of the manhole. The City will direct the contractor on which manhole(s) will be lined based on available funding.

Item 3. Rebuild Manhole Bench

Prior to the rebuilding of the bench, all loose and deteriorated material shall be removed and disposed of by the contractor. The contractor shall use approved materials to rebuild the bench area or use an approved equal. The bench areas shall be repaired as and contoured to promote hydraulic flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all bench areas to drain to the pipe invert. This bid item will be approved in writing between the City Representative and the contractor prior to the commencement of the work.

Item 4. Rebuild or Repair Wall Areas

Prior to the rebuilding or repairing of a wall area, all loose and deteriorated material shall be removed and disposed of by the contractor. The contractor shall use approved materials to rebuild or repair wall areas or use an approved equal. This bid item will be approved in writing between the City Representative and the contractor prior to the commencement of the work.

Project Details

The City of North Richland Hills will determine the manholes that will be rehabilitated with a cured-in-place manhole liner. These manholes will be a part of the annual manhole rehabilitation project. The selected manholes provided from the City to be rehabilitated shall

be completed within 280 days from the notice to proceed date. The contractor shall anticipate the minimum quantity per mobilization to be one manhole.

Technical Specification

Cured-In-Place Manhole Rehabilitation (CIPM)

PART 1 - GENERAL

This section covers the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a non-porous membrane layered between two structural layers of woven roving fiberglass.

All alternative products to be used on this project must be preapproved by the City Representative prior to the bid date. Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from a City Representative shall be delivered to all plan holders and potential bidders a minimum of seven calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any liner product used must provide warranty that infiltration, further deterioration and root intrusion shall be prevented for the warranty period. Said warranty shall be unlimited and non-prorated for 20-year liner materials and 1-year labor.

1.01 DESCRIPTION OF WORK

- A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to the commencement of the liner installation. Liner shall be of the type that allows rehabilitation of concentric, eccentric or flat top manholes without removing manhole ring, top section, flat-top, or corbel.
- B. Cured-in-place manhole (CIPM) liner shall completely seal the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, or as shown on the plans, and that no holes, cracks or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM manhole liner.

- C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant CIPM Liner as required or as shown on the plans.
- D. The CIPM Liner shall be designed and installed to protect concrete, brick and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.
- E. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the City.

1.02 REFERENCED SPECIFICATIONS

The CIPM corrosion resistant liner system shall be manufactured and installed as to be in compliance with the listed minimum values of the applicable ASTM testing requirements.

ASTM D-638	Tensile Strength
ASTM D-790	Flexural Strength and Flexural Modulus
ASTM D-5813	Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems

1.03 SUBMITTALS

- A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.
- B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied are in compliance with this specification.
- C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section.
- D. The Contractor shall provide a reference list of manhole rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.

- E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values, and that the CIPM liner material has passed a 30-day chemical immersion test in 20 % sulfuric acid concentration with less than a 20% loss in flexural modulus.

1.04 WARRANTY AND REPAIRS

- A. Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.
- B. The cured-in-place liner system shall be flexible and have an elongation sufficient to bridge up to a ¼-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.
- C. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

PART 2 – PRODUCT

2.01 MATERIALS AND DESIGN GUIDE

- A. The design guide below for Type 1, II, III, and IV is intended as a general guide for the CIPM liner products, and is not intended to limit the manufacturer's and authorized installer's judgment to use a heavier liner in determining the appropriate thickness and type of liners for individual structures based upon the specific conditions encountered in each structure. Any variation of the liner thickness requirements detailed below in section 2.01-B, C, D, and E, shall be approved by the manufacturer in writing, and mutually agreed upon between the City and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement. The following products have been preapproved for use on this project.
 - 1) Triplex Liner System as manufactured by McNeil Technologies Inc. and installed by Infrastructure Rehabilitation USA, Inc.

- B. Type 1: In structures up to 8 feet in depth (depending on specific local conditions), the liner shall be not less than a three-layered composite system (see table 1 below). Layer #1 is 12-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 12-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears and damage to the gas protection membrane.
- C. Type II: In structures up to 13 feet deep (depending on specific local conditions), the liner shall be a three-layered composite system (see table 1 below). Layer #1 is 18-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 18-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- D. Type III: In structures from 13-30 feet, (or with site conditions requiring structural enhancement), the liner shall be a three-layered composite system (see table 1 below). Layer #1 will be a 24-oz. structural fiberglass impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of a 24-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.
- E. Type IV: In structures deeper than 30 feet or for portions of structures deeper than 30' (or with site conditions requiring additional structural enhancement), the liner shall be a five-layered composite system (see table 1 below). Layer #1 will be (2) 24-oz. structural fiberglass layers impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of (2) 24-oz. structural fiberglass layers saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane. There is no minimum or maximum manhole depth limit on this liner.

- F. The CIPM liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the use of a structural fiberglass and epoxy layer on both sides. This inside surface protective layer is to protect the CIPM liner from impact damage e.g. nicks from rodders and root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without pinholes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole.
- G. The CIPM Lining System shall be applied by a manufacturer certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling and application of the materials, and will custom fit the liner to the manhole in order to protect the concrete and brick surfaces from sewer gases.

TABLE 1, Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, manufacturer must provide a warranty certificate that clearly states that the 20 year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

Materials Section	Type I	Type II	Type III	Type IV
ASTM-D-790 Flexural Strength Flexural Modulus	15,000 psi 700,000 psi	18,000 psi 800,000 psi	22,000 psi 900,000 psi	28,000 psi 1,000,000 psi
ASTM-D-638 Tensile Strength	5,000 psi	8,000 psi	12,000 psi	20,000 psi
Engineered Life Expectancy	100 Years	100 Years	100 Years	100 Years
Installation Warranty	1 Year	1 Year	1 Year	1 Year
Materials Warranty	20 Years	20 Years	20 Years	20 Years

PART 3 – INSTALLATION

3.01 STRUCTURE PREPARATION-CIPM REHABILITAION

- A. The contractor shall remove and replaced and/or make grade adjustments to ring and cover as needed using D.O.T. or Military Base Specification, prior to the installation of the liner system.
- B. Contractor will perform preliminary cleaning the structure with a high-pressure water jet blast at a minimum of 4,000 psi with rotating pencil tip muzzle to prepare the structure for any necessary grouting of other preparation.
- C. The contractor shall remove the existing manhole steps. The metal portion of all steps will be removed flush with the manhole interior wall surface, and any remaining holes are to be patched flush prior to applying the CIP manhole rehabilitation system. The final coated surface shall have a smooth uniform appearance.
- D. Prior to patching severe defects in the manhole, all loose and deteriorated material shall be removed and disposed of by the contractor. The bench area shall be repaired as and contoured to promote hydraulic fluid flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all of the bench areas to drain to the pipe invert.
- E. Manhole chimney, wall and shelf repair shall include plumbing, and/or patching as necessary, with specified grout, plugging or patching compounds, hydraulic and/or Type II Portland cement or equal.
- F. All active hydrostatic water leakage shall be stopped within four (4) inches of where the liner will end around pipes or the shelf area in accordance with manufacturer's instruction.
- G. Contractors shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes as well as in the invert channel. All leaks present shall be stopped by using chemical foam gout injection with Avanti 202 or equal and/or by the use of hydraulic cement. After stopping leaks with chemical gout, hydraulic cement shall be used to refinish the surface where the leak was occurring.
- H. All cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. Patches of filling of voids shall be allowed to cure according to the manufacturer's specifications before continuing with the CIPM rehabilitation process.
- I. Contractor shall remove any drop pipes to within 2 inches of the wall. All other incoming laterals shall be trimmed within 2 inches of the interior wall and sewer

main line inlet shall be trimmed within 2 inches of the interior wall and sewer main line inlet and outlet openings shall be properly trimmed within 4 inches of the wall in area where such pipes protrude above the benches that form the inverted channel. All incoming and outgoing lines shall be grouted with an approximate 60° taper with hydraulic cement, Portland type II cement or 50/50 combination of hydraulic and Portland, forming a filet (not less than a 6inch radius) between the structure wall and each pipe. Such application of grout shall extend at least four inches from the outlet onto the wall area making a smooth transition for the liner connection to the pipe openings.

- J. Prior to the installation, Manufacturer's Authorized Installer shall clean all surfaces of the host structure with a high-pressure sprayer having an operating pressure of at least 4,000-psi with a rotating pencil tip nozzle. After pressure cleaning, installer may clean structure with degreaser or other solvents as needed to remove any film or residue on surface. Structure shall be pressure rinsed with clean water.

3.02 CONTRACTOR AND INSTALLER WORKED HISTORY

- A. A Contractor shall have completed and installed a minimum of 500 cured-in-place manhole (CIPM) installation with the approved specified liner in the state of the contract installation. Contractor will provide a list of said installation with at least (3) references in the state of the installation of the specified liner installation.
- B. The licensed installer shall have installed the specific cured-in-place manhole (CIPM) liner system in at least 500 structured in the state of the contract installation and provide a detailed list with proof and verification thereof.

3.03 CIPM LINER INSTALLATION

Manufacturer's authorized licensed installer shall typically install the CIPM liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under long periods of time in accordance with the manufacturers written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line manhole self/bench areas and pump station floors with CIPM Liner System materials that have been saturated with the epoxy resin and placed in the bottom to extend

approximately three inches up the wall section, to overlap with the liner wall section. The CIPM Liners shall be made longer than the structure to overlap and reinforce the bench/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall meets the bench.

3.04 FINAL INSPECTION AND ACCEPTANCE

- A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thickness as per manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines and benches, as needed, including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-in- place via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The curing process will be typically completed in manhole in approximately two hours. Inlet and outlet lines must be reopened within one hour from the time the curing process is completed.
- B. The CIPM lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be adequately bonded to the interior structure surface and be completely water tight from the ring and cover area to the transition area where the shelf and invert channels connects, including completely sealing the manhole wall and shelf areas to the inlet and outlet pipes.
- C. Qualification testing of the CIPM liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed properties shown in Table 1. Any pertinent qualification testing shall be completed according to ASTM D 5813 as agreed upon between the City and manufacturer.
- D. Cleaned structure—All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the City Representative and ready to receive the liner.
- E. Resin Quantity—The liner manufacturer shall provide a tag on each CIPM liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5%.
- F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed

circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the CIPM liner or coming at any place where the liner ends.

- G. Curing logs shall be filled out and kept on every structured that is lined. Such curing forms shall be provided by the manufacturer and shall be maintained for the duration of the 20-year warranty period.

4.00 Part 4 – MEASUREMENTS AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for CIPM lined manholes shall be per vertical foot for each designated diameter and shall be measured from top of the bench to the top of the frame.

4.02 PAYMENT

- A. The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid per vertical foot of "Cured-In-Place Manhole Liner" applied. Payment will be made based upon cost per vertical foot of CIPM liner (VF) 4 foot Dia. Manhole (Bid Item 1) or cost per (VF) at 5 foot Dia. Manhole (Bid Item 2).
- B. The price bid shall include:
 - 1. Traffic Control and Safety
 - 2. Surface preparation, furnishing and installing patching, coatings and liner systems
 - 3. Bypassing of flow or flow through plugs
 - 4. Hauling and Disposal of excess materials
 - 5. Clean-up
 - 6. Testing
- C. The work performed and materials furnished in accordance with Bid Items 3 and 4 will be paid for at the unit price bid per EACH. This bid item will be approved in writing between the City Representative and the contractor prior to the commencement of the work.

END OF SECTION

CONSTRUCTION AGREEMENT

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

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

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

1. This written construction agreement;
2. 20-__ Manhole Rehabilitation Specifications;
3. The following listed and numbered addenda: _____;
4. The Contractor's Proposal;

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

THE WORKS

II. Contractor shall provide all labor, supervision; materials and equipment necessary to perform all work required by the contract documents in connection with the construction of **MANHOLE REHABILITATION**, RFB 20-__

TIME OF COMMENCEMENT; COMPLETION

III. Contractor shall commence work within __ (__) calendar days after receiving from City a notice to proceed. Contractor agrees that all work hereunder shall be complete within __ days of notification to perform work by the City.

CONTRACT SUM

IV. The City shall pay the Contractor in current funds for the performance of the work in unit prices as provided in the Contractor's proposal, subject to additions and deductions by change orders as provided in the contract documents, for an amount not to exceed _____ dollars. Payment will be due upon completion of work.

CHOICE OF LAW; VENUE

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

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFB 20-___, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

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

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

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

EFFECTIVE DATE

- VIII. This construction agreement, shall be effective upon the date of execution by Contractor, provided the City executes the same within ten (10) working days after said execution by Contractor.

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

CITY OF NORTH RICHLAND HILLS

CONTRACTOR, INC.

BY: _____
City Manager

BY: _____
John Doe

DATE: _____

TITLE: Vice President

DATE: _____

ATTEST:

ATTEST: _____

Alicia Richardson, City Secretary

TITLE: _____

APPROVED AS TO FORM AND LEGALITY:

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

Maleshia B. McGinnis, City Attorney