

## CONSTRUCTION AGREEMENT

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

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

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

1. This signed Construction Agreement;
2. General Conditions;
3. Project Conditions;
4. The Specifications of RFB #25-023;
5. The Plans/Drawings of RFB #25-023;
6. The Contractor's response to RFB #25-023 (Base Bid, Add Alternate 1, Add Alternate 2);
7. The following listed and numbered addenda: None;
8. Payment Bond;
9. Performance Bond;
10. Insurance Certificate(s)

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

## THE WORKS

- II.** Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the construction of **City Point Hike & Bike Trail Construction**, RFB #25-023.

## TIME OF COMMENCEMENT; COMPLETION

- III.** Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed. Contractor agrees that all work hereunder shall be complete within 60 calendar days from Notice to Proceed which will be the date of Substantial Completion.

## **CONTRACT SUM**

- IV.** The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of ONE HUNDRED THIRTY-FIVE THOUSAND, NINE HUNDRED EIGHTY-SIX DOLLARS, AND FIFTY CENTS (\$135,986.50). Payment will be due upon completion of work and acceptance of the work by the City.

## **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's fees that are necessary, equitable and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

## **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 #25-023, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

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

## **ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT**

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

## **EFFECTIVE DATE**

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

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

**CITY OF NORTH RICHLAND HILLS**

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

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

ATTEST:

\_\_\_\_\_  
Alicia Richardson,  
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

**HUMPHREY & MORTON  
CONSTRUCTION CO. INC.**

BY: David S. Humphrey  
David S. Humphrey

TITLE: CEO

DATE: 7-18-25

ATTEST: [Signature]

TITLE: Secretary

NRH Council Action Y/N

Date Approved \_\_\_\_\_

Agenda No. \_\_\_\_\_

Ord /Res No. \_\_\_\_\_



## 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. Thursday, July 10, 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 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 85<sup>th</sup> Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

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



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

**24. ETHICS AND COMPLIANCE POLICY**

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

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

☒ I agree  
☐ I do not agree

**25. 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 for-profit 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.

## PROJECT CONDITIONS

### 1. OWNER AND CONTRACTOR

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

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

### 2. CONTRACT DOCUMENTS

The contract documents shall consist of: The Signed Agreement; Maintenance, Performance and Payment Bonds (when required); insurance certificate; general conditions; project conditions; Specifications; Plans; Addenda and all modifications thereof incorporated in any of the documents before the execution of the agreement.

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

### 3. SUB-CONTRACTOR

The term Sub-Contractor, as employed herein, shall include only those having direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked. There are limitations on the amount of work that can be subcontracted. This provision prohibits a prime contractor from "brokering" (subletting all contract work). The Contractor is required to submit a request notifying the City of all Subcontractors to be used.

### 4. WRITTEN NOTICE

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

### 5. WORK

The Contractor is responsible for compliance with local, state, and federal regulations. The Contractor shall be responsible for registering with the City's Building Inspections Division and paying the appropriate fee. The Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. The City will not charge for permits or inspections on this project. Regardless of the project type or location, the contractor will be responsible for filling out a Right of Way construction permit and filing it with Public Works (See attached at end of this document). Additionally, when work is performed in public ROW or easement that affects sewer, water, storm lines and streets, the contractor shall secure a maintenance bond in the amount of 20% of the value of work that affects the above mentioned infrastructure.



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

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

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

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

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

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

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



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

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

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

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

## **9. CHARACTER OF WORKMEN**

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

## **10. PRELIMINARY APPROVAL**

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

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

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

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

## **12. CHANGE ORDERS**

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

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

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

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

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

## **14. OWNERSHIP OF DRAWINGS**

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

## **15. RIGHT OF ENTRY**

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

## **16. DISCREPANCIES AND OMISSIONS**

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

## **17. EQUIPMENT AND MATERIALS**

The Contractor shall be responsible for the care, preservation, and protection of all materials,

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

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

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

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

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

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

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

#### **21. LAWS AND ORDINANCES**

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

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

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

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

### **23. EXTENSION OF TIME**

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

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

The Contractor agrees that, from the compensation otherwise to be paid, The Owner may retain the sum of One Thousand Dollars (\$150) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense as a penalty.

### **25. PRICE OF WORK**

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

### **26. PAYMENTS WITHHELD**

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

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
- (4) Damage to another contractor.
- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (6) Reasonable indication the work will not be completed within contract time.

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



## **27. ABANDONMENT BY CONTRACTOR**

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

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

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

## SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

#### PART 1 - GENERAL

##### 1.01 SCOPE

Provide all labor, materials, equipment, and services required for the construction of a concrete hike/bike trail within an Oncor transmission corridor adjacent to the City Point Development, including:

- Excavation and grading
- Trail construction
- Finish grading
- Add Alternates for:
  - TxDOT Type PR11 pedestrian rail
  - 4' x 4' Y-Inlet and connection to 33" RCP

##### 1.02 REFERENCES

- City of North Richland Hills Public Works Design Manual
- ACI 301, 305, 306, 318
- ASTM C94, C150, C260, C309, D1751

##### 1.03 SUBMITTALS

- Mix design
- Expansion joint materials
- Joint Sealant
- Curing compound product data

#### PART 2 - PRODUCTS

##### 2.01 CONCRETE MATERIALS

- **Cement:** ASTM C150 Type I or I/II Portland Cement
- **Compressive Strength:** 3,500 psi minimum at 28 days
- **Slump:** 4 inches  $\pm$  1 inch
- **Air Entrainment:** 4%–6%
- **Water:** Potable, free of contaminants

##### 2.02 AGGREGATES

- Fine and coarse aggregates shall conform to ASTM C33.
- Maximum aggregate size: 1 inch

## 2.03 ADMIXTURES

- Admixtures must be pre-approved by the City.
- Chloride-based admixtures are prohibited.

## 2.04 REINFORCING STEEL

- ASTM A615, Grade 60
- Supports per CRSI standards

## 2.05 JOINT MATERIALS

- **Expansion Joint Filler:**  $\frac{3}{4}$ " redwood with zip strip or ASTM D1751 fiberboard
- **Joint Sealant:** Two-component self-leveling urethane, e.g., Sonolastic or approved equal

## 2.06 CURING COMPOUND

- ASTM C309, Type I, clear with fugitive dye

## PART 3 - EXECUTION

### 3.01 EARTHWORK

- Excavate to required subgrade depth
- Compact subgrade to 95% standard Proctor density
- All work to conform with Section 02220 and City standards

### 3.02 FORMING

- Forms to be steel or exterior-grade plywood, true to alignment and elevation

### 3.03 PLACEMENT

- Place concrete in one monolithic pour
- Mechanically vibrate and screed to grade
- Minimum thickness: 5 inches
- Provide  $\frac{1}{4}$  inch/foot cross slope for drainage

### 3.04 FINISHING

- Apply medium broom finish transverse to direction of travel
- Edges and joints rounded with  $\frac{1}{4}$  inch radius tool

### 3.05 JOINTS

- **Expansion Joints:** Every 40 feet and at structures or walk terminations
- **Control Joints:** Every 5 feet or equal to walk width,  $\frac{1}{4}$  depth of slab, tooled or saw cut

### **3.06 CURING**

- Apply curing compound immediately after finishing, in accordance with ASTM C309

### **3.07 PROTECTION**

- No traffic permitted on concrete for at least 72 hours
- Barricades or signage to be maintained until concrete has cured



## BID FORM

**RFB 25-023**

### **CITY POINT HIKE & BIKE TRAIL CONSTRUCTION**

#### **BID FORM**

Date: July 10, 2025

Bidder: Humphrey & Morton Construction Co., Inc.

City of North Richland Hills

4301 City Point Drive

North Richland Hills, Texas, 76180

Bid # 25-023

The undersigned understands that this Bid Form is a Competitive Bid and that the selection of the Contractor will be based on the best value to the City. Also, having examined the Bid Documents, comprising the General Conditions, Project Conditions, this Bid Form, and the City Point Trail Construction Documents, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment, and services, in accordance with all Contract Documents, necessary to complete the project:

#### **A. PROJECT SCOPE:**

This project involves constructing approximately 1,425 linear feet of a 10-foot-wide, 5-inch-thick, 3,500-psi concrete hike/bike trail within an Oncor transmission corridor adjacent to the City Point Development. The work includes:

- Base Bid
  - Mobilization
  - Storm Water Pollution Prevention Plan (SWPPP)
  - Excavation and grading for trail alignment
  - Trail concrete placement and finish
  - Final grading and Site cleanup
- Add Alternate 1 - Supply and installation of a TxDOT PR11 pedestrian rail
- Add Alternate 2 - Construction of a 4'x4' Y-inlet and connection into existing storm sewer line

**B. BASE BID I (Tax Exempt):**

Cost for all labor, materials, and equipment to complete the trail project per the Plans and Technical Specifications. Pricing must include all overhead, profit, permits, equipment, labor, and materials.

| Description   | Quantity | Unit | Unit Price   | Total Price   |
|---|----------|------|--------------|---------------|
| Mobilization  | Lump Sum | LS   | \$ 10,046.00 | \$ 10,046.00  |
| SWPPP Implementation  | Lump Sum | LS   | \$ 2,444.00  | \$ 2,444.00   |
| Excavation and Grading  | 1,425    | LF   | \$ 2.50      | \$ 3,562.50   |
| 5" Thick Concrete Trail (3,500 psi)   | 1,425    | LF   | \$ 75.20     | \$ 107,160.00 |
| Final Grading and Site Cleanup  | Lump Sum | LS   | \$ 4,286.00  | \$ 4,286.00   |
| <b>TOTAL BASE BID</b>   |          |      |              | \$ 127,498.50 |
| <b>TOTAL BASE BID (IN WORDS):</b>   |          |      |              |               |
| NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail. |          |      |              |               |

**C. ADD ALTERNATE 1 – TXDOT TYPE PR11 PEDESTRIAN RAIL (Tax Exempt):**

Cost for all labor, materials, and equipment to complete the trail project per the Plans and Technical Specifications. Pricing must include all overhead, profit, permits, equipment, labor, and materials.

| Description                      | Quantity | Unit | Unit Price | Total Price   |
|----------------------------------|----------|------|------------|---------------|
| TxDOT Type PR11 Pedestrian Rail  | 20       | LF   | \$ 280.30  | \$ 5,606.00   |
| <b>TOTAL ADD ALTERNATE 1 BID</b> |          |      |            | \$ 133,104.50 |

**D. ADD ALTERNATE 2 – 4'x4' Y-INLET AND CONNECTION (Tax Exempt):**

Cost for all labor, materials, and equipment to complete the trail project per the Plans and Technical Specifications. Pricing must include all overhead, profit, permits, equipment, labor, and materials.

| Description                      | Quantity | Unit | Unit Price  | Total Price   |
|----------------------------------|----------|------|-------------|---------------|
| 4'x4' Y-Inlet                    | 1        | EA   | \$ 2,882.00 | \$ 2,882.00   |
| <b>TOTAL ADD ALTERNATE 2 BID</b> |          |      |             | \$ 135,986.50 |

**E. ADDENDA:** Bidder acknowledges receipt of Addenda as follows:

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**F. REFERENCES (Minimum of 3):**

|                                      |  |
|--------------------------------------|--|
| Project Name:                        | Walnut Creek Linear Park Phase 3B          |
| Owner's Organization:                | City of Mansfield                          |
| Description of Work:                 | sidewalks, retaining wall, gabion mattress |
| Completion Date:                     |  |
| Project Owner Contact (Phone/Email): | James Fish / james.fish@mansfieldtexas.gov |
| Contract Amount:                     | \$2,576,156.60                             |
| Superintendent:                      | Martin Segura                              |

|                                      |  |
|--------------------------------------|--|
| Project Name:                        | Tributary CB-1 Bank Restoration  |
| Owner's Organization:                | City of North Richland Hills   |
| Description of Work:                 | remove & replace concrete pavement, concrete lined channel             |
| Completion Date:                     | May 2025   |
| Project Owner Contact (Phone/Email): | Harrison Fuller hfuller@nrhtx.com Colin Boulware / cboulware@nrhtx.com |
| Contract Amount:                     | \$189,661.00   |
| Superintendent:                      | Martin Segura  |

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| Project Name:                        | Acts Court Retaining Wall Project   |
| Owner's Organization:                | City of North Richland Hills        |
| Description of Work:                 | retaining wall, sidewalk, fencing   |
| Completion Date:                     | March 2025                          |
| Project Owner Contact (Phone/Email): | Harrison Fuller / hfuller@nrhtx.com |
| Contract Amount:                     | \$120,514.00                        |
| Superintendent:                      | Martin Segura                       |

**G. PROJECT COMPLETION:** The above-specified project shall be completed within 60 consecutive calendar days from the date of Notice to Proceed, providing an allowance for inclement weather and provisions for liquidated damages as provided for in Supplementary Conditions. The undersigned Bidder agrees to pay liquidated damages in the amount of \$150 per day to the Owner for each calendar day of delay until work is substantially completed. This sum is not to be construed in any sense as a penalty. It should be noted that city code prohibits construction activities between the hours of 7:00 p.m. and 7:00 a.m. CST and between the hours of 8:00 p.m. and 6:00 a.m. Daylight Savings Time, as well as on Sundays. Extensions of time are to be submitted in writing to City Staff for approval.


**H. INSURANCE AND BONDS:** If the undersigned Bidder is notified within sixty (60) days after Bid opening of the acceptance of this Bid and a contract to be awarded, he agrees to provide within ten (10) calendar days after the date of Contract award a current certificate of insurance certifying the required insurance coverage. In addition, Bidder agrees to execute the contract for the above-mentioned

compensations on the standard forms referenced in the Bidding Documents, and if required, further agrees to execute a surety bond for the above work.

- I. **TAXES:** The City of North Richland Hills is a tax-exempt entity. Bid amounts as stated above do not include any sales taxes and any other taxes for all labor, materials, and appliances.

Humphrey & Morton Construction Co., Inc.

Firm Name

 ceo

Signature of Officer – Title

5136 Vesta Farley

Street Address

\*Seal

(If Bidder is a Corporation)

Fort Worth TX 76119

City State Zip

( 817 ) 478 - 8088

(Area Code)

Telephone Number