

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 11:00 A.M. Monday, April 20, 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Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the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 Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.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.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

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

16. TERMINATION/NON PERFORMANCE

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

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

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

17. ATTORNEYS FEES

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

18. INDEMNITY

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

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

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

19. PERFORMANCE AND PAYMENT BONDS

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

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

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

20. INTERLOCAL AGREEMENT

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

☒ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

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

22. COMPLIANCE WITH SB 89:

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

☒ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

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

☒ Yes, we agree

☐ No, we do not agree *

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

24. ETHICS AND COMPLIANCE POLICY

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

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

☒ I agree

☐ I do not agree

25. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

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

INSURANCE REQUIREMENTS

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

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

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

| Type of Insurance | Amount of Insurance | Provision |
|--|--|--|
| 1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poor's |
| 2. Consultants, architects, engineers, Landscape design specialist, other professional services | \$500,000 Professional Liability with proof that aggregate is still available. | |
| 3. Workers' Compensation & Employers' Liability | Statutory Limits \$500,000 each accident | Alternate employer endorsement required |
| 4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles | \$500,000 Combined single limit for bodily injury and property damage | |

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Utah County of Davis

Gary R. Price, Vice President verifies that:
(Name)

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


SIGNATURE

Gary R. Price, Vice President
PRINTED NAME

Subscribed and sworn to before me this

20th Day of April 2020.


NOTARY PUBLIC in and for

Davis County, ~~XXXX~~ Utah

My commission expires: 04/28/2023



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: Intermountain Slurry Seal, Inc.


ADDRESS: 520 North 400 West

CITY, STATE & ZIP: North Salt Lake, UT 84054

TELEPHONE: (801)532-8200

FAX: (801)526-6198

EMAIL: rusty.price@gcinc.com

SIGNATURE: 

PRINTED NAME: Gary R. Price, Vice President

DATE: April 20, 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/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

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

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

Company Names: N/A

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>

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

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

Intermountain Slurry Seal, Inc.
Lewisville, TX United States

Certificate Number:
2020-609291

Date Filed:
04/20/2020

Date Acknowledged:

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.

20-019
Asphalt Slurry Seal - Microsurface

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



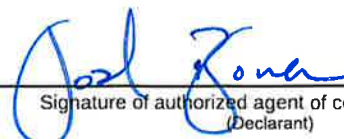
6 UNSWORN DECLARATION

My name is Josh Bowen, and my date of birth is July 11, 1985.

My address is 701 E. MAIN ST. LEWISVILLE TX 75057 USA
(street) (city) (state) (zip code) (country)

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

Executed in DENTON County, State of TEXAS, on the 20 day of APRIL, 20 20
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Intermountain Slurry Seal, Inc.

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

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

None

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 Gary R. Price, Vice President

Signature of vendor doing business with the governmental entity

04/20/2020

Date

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

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIFICATIONS

The following description is intended to clarify the nature of the work required for this project and to describe the minimum requirements acceptable for the application of Slurry Seal. The provisions of the standard technical specifications shall apply except as otherwise noted herein.

Introduction:

It is the intention of the City of North Richland Hills to enter into an annual agreement contract for furnishing all necessary materials, machinery, equipment, superintendence, and labor for the application of Slurry Seal. This agreement will include an estimated quantity based on the number of selected and approved streets.

Duration of Agreement:

This contract period shall commence upon execution of the contract and continue for a period of one year. The City reserves the right to extend the contract period for four additional one year periods, with said options to be exercised solely at the City's discretion. A price determination may be considered only at the anniversary dates in the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as manufacturers direct cost, Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor Bureau of Labor Statistics, etc. If the Bureau of Labor Statistics does not accumulated data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not to exceed 5%.

1. Item #1- Asphalt Slurry Seal shall be Type II Gradation and the mix shall be applied at a minimum of 22 lbs/sy. Additionally, the asphalt emulsion used for the slurry shall be CQS-1h (LM) latex modified with a minimum of 3% latex by weight of the emulsion milled into the emulsion by the asphalt emulsion manufacturer.
2. Item #2-Microsurfacing shall be the TX Grade 2 Gradation and the mix shall be applied at minimum of 24 lbs/sy.
3. It will be the responsibility of the contractor to provide notification to the residents affected by the Slurry Seal or Microsurfacing program. This notification will be in the form of a door hanger and must include the following; Person of Authority on site, Name of Company, and Date of Installation. Should a deviation occur after the door hangers have been distributed, the contractor will be required to pass out door hangers again with the corrected scheduled date. A copy of the door hanger will be submitted to the Public Works Department prior to the beginning of the project and be approved by the Street Superintendent or his designee before they are distributed to the residents.

4. The contractor is responsible for applying the Slurry Seal or Microsurfacing in a manner that results in a straight edge alignment with the edge of pavement. Encompassing the existing pavement without bleeding onto a drainage area (curb and gutter, valley gutters).
5. Prior to the beginning of the project, the contractor will provide an estimated schedule to Public Works. This schedule will take into account trash days and other special events that will affect the Slurry Seal or Microsurfacing applications.
6. Before applying either Slurry Seal or Microsurfacing, the roadway surface shall be free of debris and approved by the City inspector before placement.
7. It will be the responsibility of the contractor to furnish, maintain, and remove all temporary traffic control devices. Temporary traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).
8. The contractor shall be required to utilize a screening plant to remove oversized particles from the aggregate at the stockpile site for both the slurry and microsurfacing.
9. The contractor shall utilize truck-mounted machines while applying Slurry Seal and Microsurfacing products on residential streets, cul-de-sacs, and courts.
10. When placing Slurry Seal or Microsurface on collector or arterial streets the contractor shall utilize a continuous machine to perform the resurfacing.
11. It is preferred that the resurfacing equipment be expandable during the placement of either Slurry Seal or Microsurfacing to adapt to the width of the street. The placement of materials should be done in two passes when applicable to ensure the seam is located in the center of the road. This is in an effort to reduce both the amount of passes required to resurface the street and seams in the surface material. Reducing the amount of seams creates a more uniform appearance and increases the life of the surface.
12. The material must remain in place and free of defects for a period of one year. This includes raveling, shedding, or the loss of aggregate that is not typical. If defects are found, the contractor will be required to make repairs to the areas within three (3) months of notification.
13. The contractor will submit their batch design and material selection to the Public Works Department for approval prior to beginning the project.
14. Only contractors that have provided a minimum of (3) three references from municipal or state agencies will be considered for award of bid
15. Bidders must have evidence of their business, under the current name having a minimum (3) three years of existence.

BID FORM

| ITEM NO. | APPROXIMATE QUANTITY (SQUARE YARDS) | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-------------------------------------|--|----------------|----------------------|
| 1. | 80,000 Square Yards | Furnish and Install Asphalt Slurry Seal, Complete in place | \$ <u>3.00</u> | \$ <u>240,000.00</u> |
| 2. | 10,000 Square Yards | Furnish and Install Microsurfacing, Complete in place | \$ <u>3.75</u> | \$ <u>37,500.00</u> |
| | | | Total | \$ <u>277,500.00</u> |

City of North Richland Hills

20-019 Asphalt Slurry Seal/ Microsurface

OTHER REQUIRED BID DOCUMENTS

CITY OF NORTH RICHLAND HILLS
20-019 Asphalt Slurry Seal/ Microsurface
REFERENCE FORM

REFERENCE ONE

Government/ Company Name: City of Midland, Texas

Address: 300 N. Loraine, Midland, TX 79701

Contact Person and Title: Abe Langston, Superintendent

Phone: 432-685-7299 Fax: 432-683-1786

REFERENCE TWO

Government/ Company Name: City of Lubbock, Texas

Address: 1625 13th Street, Lubbock, Texas 79401

Contact Person and Title: Dwain Mitchell, Senior Project Manager

Phone: 806-544-6198 Fax: _____

REFERENCE THREE

Government/ Company Name: City of San Antonio, Texas

Address: 114 W. Commerce, 7th Floor, San Antonio, TX 78205

Contact Person and Title: Faustino Benavidez, Project Manager

Phone: 210-207-5804 Fax: 210-207-6553

DOCUMENTATION OF BUSINESS

| | | |
|--|--|---|
| STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE | | REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS |
| Intermountain Slurry Seal, Inc. PO BOX 50085 WATSONVILLE CA 950775085 | | 231265-5501 Contractor With LRF |
| EFFECTIVE 03/31/1999 | | E100 |
| EXPIRATION 11/30/2021 | | DBAs: None Associated |

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

INTERMOUNTAIN SLURRY SEAL, INC.
PO BOX 50085
WATSONVILLE CA 950775085

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

| | | |
|--|----------------------------|------------------------------|
| STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING ACTIVE LICENSE | | |
| EFFECTIVE DATE: 03/31/1999 | | |
| EXPIRATION DATE: 11/30/2021 | | |
| ISSUED TO: Intermountain Slurry Seal, Inc. PO BOX 50085 WATSONVILLE CA 950775085 | | |
|  | | |
| REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS | | |
| 231265-5501 | Contractor With LRF | DBAs: None Associated |
| E100 | | |

Certificate of License Renewal

Control Number: 231265-5501-20171108

Your license has been renewed and this temporary Certificate of License Renewal allows you to practice. In approximately 15 to 30 working days you will receive your wallet card and wall certificate in the mail. If you do not receive it within this time, please contact DOPL immediately at (801) 530-6628 or (866) 275-3675 (tollfree in Utah only).

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

Certificate of License Renewal

Control Number: 231265-5501-20171108

RENEWAL DATE: 11/08/2017

EXPIRATION DATE: 11/30/2019

ISSUED TO: Intermountain Slurry Seal, Inc.



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS(S)

| | |
|--------------------|----------------------------|
| 231265-5501 | Contractor With LRF |
|--------------------|----------------------------|

Please note that DOPL reserves the right to initiate action at any time against a licensee who did not meet the renewal/reinstatement requirements at the time this license was issued.

RECEIVED
LEGAL DEPARTMENT

NOV 30 2017

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Intermountain Slurry Seal, Inc.
PO BOX 50085
WATSONVILLE CA 950775085

EFFECTIVE
03/31/1999

EXPIRATION
11/30/2017

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
231265-5501 Contractor With LRF

E100

DBAs:

None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

INTERMOUNTAIN SLURRY SEAL, INC.
PO BOX 50085
WATSONVILLE CA 950775085

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 03/31/1999

EXPIRATION DATE: 11/30/2017

ISSUED TO: Intermountain Slurry Seal, Inc.
PO BOX 50085
WATSONVILLE CA 950775085



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

231265-5501

Contractor With LRF

DBAs: None Associated

E100

Certificate of License Renewal

Control Number: 231265-5501-20151119

Your license has been renewed and this temporary Certificate of License Renewal allows you to practice. In approximately 15 to 30 working days you will receive your wallet card and wall certificate in the mail. If you do not receive it within this time, please contact DOPL immediately at (801) 530-6628 or (866) 275-3675 (tollfree in Utah only).

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

Certificate of License Renewal

Control Number: 231265-5501-20151119

RENEWAL DATE: 11/19/2015

EXPIRATION DATE: 11/30/2017

ISSUED TO: Intermountain Slurry Seal, Inc.



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS(S)

| | |
|-------------|---------------------|
| 231265-5501 | Contractor With LRF |
|-------------|---------------------|

Please note that DOPL reserves the right to initiate action at any time against a licensee who did not meet the renewal/reinstatement requirements at the time this license was issued.

Intermountain Slurry Seal, Inc.
701 E. Main St.
Lewisville, Texas 75057
(972) 353-6253

Scott Kendall
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

20-019 Asphalt Slurry Seal/ Microsurface

Dear Mr. Kendall,

Intermountain Slurry Seal, Inc. (Intermountain) is pleased to submit our bid in response to the above-mentioned project. Intermountain has been a **leader in the pavement maintenance industry for nearly 40 years** and is a wholly owned subsidiary of Granite Construction Company (Granite). Intermountain has the full financial backing and resource support of Granite, one of the largest transportation contractors in the U.S. according to the ENR Top 400 list for 2019. Intermountain takes great pride as a **leader in the pavement management industry and in providing the highest level of quality, workmanship, equipment, materials, and safety**. Our services span across a wide array of pavement management solutions including, but not limited to, slurry seal, and micro surfacing. Our teams are extremely committed to optimizing local suppliers and subcontractors on all projects we perform. Intermountain performs pavement preservation treatments in 17 states. We have offices located in Lewisville Texas, Salt Lake City Utah, Reno Nevada, and Sacramento California.

For reference, **Intermountain has worked with the City of North Richland Hills on multiple pavement preservation projects, most recently in 2015 and 2017**. To the best of our knowledge we have developed a reputation and excellent working partnership with The City of North Richland Hills during these and previous projects. We are committed to proactively assess value engineering opportunities with the City of City of North Richland Hills and other listed entities in the bid to provide the highest quality treatment plan.

Our team is capable and prepared to perform this work on behalf of the City to deliver an exceptional project **on time with positive public relations**. Intermountain has a strong reputation of professional integrity and fully subscribes to the company's core values shown to the right.

Respectfully,



Josh Bowen

Intermountain Slurry Seal, Inc.



FINANCIAL CAPABILITY

Intermountain successfully performs pavement maintenance across the country in many different geographical conditions and climates. Annually, Intermountain performs more than \$80 million in pavement maintenance projects. Our current backlog for the 2020 season is \$35 million, leaving available capacity in excess of \$45 million. Intermountain is rooted in Texas, having already secured larger contracts with the City of San Antonio, City of Amarillo, City of Abilene, and City of Midland to perform sealcoat and/or micro-surfacing operations.

Our staff is available and committed to delivering the Slurry Seal and Microsurfacing Program for the City of NRH from start to finish this year and future years. Intermountain has a bonding capacity of \$5 billion, a long list of credit references, and an extensive history with Bank of America. We have a reputation for paying our subcontractors and suppliers on time, and as a result, receive excellent and timely service. Many of our subcontractors are on a Master Service Agreement, which allows us to subcontract them immediately in the event of an unplanned circumstance or to expedite the work. **With Intermountain, the City of North Richland Hills will not have to spend effort to ensure subcontractors and suppliers are paid on time.** You may find our banking reference, vendor references and bonding letter on the following pages.



Banking Reference

BANK OF AMERICA

c/o: Mukesh Singh, Vice President
One Bryant Park, 18th Floor
New York, NY 10036
(646) 743-2640
Email: msingh64@baml.com

Company has maintained a banking relationship since 1931

Accounts: various

Line of Credit as of September 30, 2018:

Credit Line: \$350,000,000

Available: \$182,421,989

Against Line: \$167,578,011

Secured by Equipment and Real Property holdings

Expires/matures: 5/31/2023

Security

Required: Yes

Bank Rating: A+/A1/AA-

EXPERIENCE

Intermountain is highly qualified to manage this project from a technical aspect due to our vast experience with pavement preservation. This contract will be staffed with experienced supervisory and craft personnel, as well as necessary equipment for quality and on time completion. We have been performing seal coat and micro surfacing work since 1982. Our management and supervisor teams have hundreds of years of experience combined with the exact type of work that is required in this contract. We have completed literally thousands of projects with the same scope of work that the City of North Richland Hills is requiring for this contract. Our support resources include Garco Testing Laboratories; an ARML and CCRL-accredited laboratory that are experienced in seal coat and micro surfacing mix designs, as well as other testing that will be required for this project. Our equipment department is staffed with knowledgeable personnel and field mechanics that will be on the project 100% of the duration, maintaining our equipment and assuring that the safety of our equipment is a priority for the City of North Richland Hills, Intermountain and the travelling public.

2019 PROJECT TESTIMONIALS

"It was obvious that Intermountain makes safety a priority because they asked me to please put on a hard hat while around the paving equipment. Very impressive!"

Alex Romero | City of Argyle, TX

"JD and the crew—what can I say that I haven't told you before? They do great work. Keep that team and we'll have you back again."

Kevin Harvill | City of Baytown, TX

"If something is not right, they were the ones to catch it even before we said something."

Mark Cotter | City of Sioux Falls, SD

"After final walk-thru with the city...overall exceeds expectations."

Manny Trinidad | City of Weatherford, TX

"Intermountain has been a great company to work with over the past several years."

Abe Langston | City of Midland, TX

"Overall great work on the project and Intermountain was easy to coordinate and communicate with."

Mitch Davidson | City of Woodway, Texas

SAFETY

Intermountain's safety culture extends into every facet of our business. Safety is viewed throughout the organization as an integral part of everything we do. We enjoy our work and share in the pride of a job well done. We believe that the prevention of accidents is more than just good business; we believe it is our moral obligation. We care about each other and want to create a safe work environment to ensure health and safety for our employees and the citizens of NRH.

We strive to maintain a safe, healthful and productive work environment for all employees – whether in the field or office. We all assume responsibility not only for our personal safety, but also for the safety of those around us. The Company believes safety is not an arbitrary set of rules and regulations, but is each of us actively participating and holding one another accountable for safe work conduct every day. A lack of safety know-how, or an indifference to safety practices, can result in an injury to our employees or others because accidents don't just happen – they are caused.

The Company has a vision of a work environment where there are zero accidents. With cooperation and attention, the job will be a safe one. To work safely we need to be rested, alert, and constantly aware of what is going on around us, being particularly watchful for recognizable hazards. If we do not know the correct and safe procedures, we need to understand the process. If our employees have any doubts about a procedure, our procedure is to STOP and ask the supervisor. It is very important that the supervisor be immediately notified of any unsafe conditions that exist – or those that may exist.

There is no job or service so urgent that we cannot take the time or reasonable expense to follow all provisions of our Accident Prevention Program and conduct our work safely. The protection of our employees, property, the public and the environment are essential to the efficient and successful completion of every task we undertake. By following our Code of Safe Work Practices: Job Safety any other special instructions, and by using our own good judgment, we will be doing our part in accident prevention. **Our 0.69 EMR leads the industry and demonstrates our commitment to safety.**



January 14, 2020

Intermountain Slurry Seal, Inc. 585
West Beach Street Watsonville, CA
95076

RE: NCCI Experience Modification Rate To

Whom It May Concern:

The following are the current and four historical years' NCCI Workers' Compensation Experience Modification Rates.

The modifications are currently effective October 1st for the period of one year.

| | |
|------|-----|
| 2019 | .69 |
| 2018 | .62 |
| 2017 | .62 |
| 2016 | .62 |
| 2015 | .61 |

Do not hesitate to contact us with any additional questions.

Regards,

Kimberly Leikam
Account Executive
Alliant Insurance Services, Inc. | Construction Services Group O) 415-
403-1491
kleikam@alliant.com | www.alliant.com CA
License# 0C36861

Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111-5101

PHONE (415) 403-1400 1 www.alliant.com 1 License No. 0C36861

QUALITY OF WORK

A strong quality control program results in successful projects. Each crew that performs work for Intermountain has been trained and educated in the best practices for the work they are performing. This plan details each step from start to finish for successful results. From equipment to materials to testing and design, we have a commitment to do the job right the first time. Our materials are tested prior to leaving the suppliers facility and then tested again on the jobsite prior to use. Our employees are highly trained to operate and place the resurfacing materials. Our equipment is vital to the success of this work. The equipment we operate is well maintained and has a professional appearance. The purpose of the QCP is to direct Intermountain activities to assure that construction materials meet or exceed quality requirement of the contract. We will provide production, shipment and placement of surface treatments. Our quality control laboratory, Garco Testing, has years of experience and is accredited to do the specialty mix designs for this contract; not many labs throughout the industry have the resources or expertise to perform micro surfacing and seal coat mix designs.

Our commitment to quality in every facet of the work we do is demonstrated in the pride we take in every detail of performing this work. From our safety meetings prior to work beginning to our job preparation, clean up, and post trip equipment inspections at the end of each shift and everything else from start to finish. We will provide the City of NRH project diaries, daily records of work accomplished, materials used, area covered and any other item that is required to stay on budget and communicate daily the progress of the project. Our effort to notify the public prior to work commencing in their area will be a priority. Our attention to detail in the process of performing the resurfacing products will be thorough and meticulous. Our ability to continue providing pavement preservation techniques depends on how satisfied the customer is and if they feel that what they paid for provided value to the stakeholders. The Intermountain Project Team provides an integrated approach to quality control and assurance that combines our individual members' expertise in their specialized aspects to pavement preservation.



*time winner of the Marvin M.
Black Partnering Excellence
Award*



NATIONAL ASPHALT
PAVEMENT ASSOCIATION

*Awarded 26 Quality in
Construction awards in
2019*



*Received four Contracting
Excellence Awards since 2011*



*Recognized as one of the
World's Most Ethical
Companies for 10
consecutive years*



Engineering News-Record

*#1 in Highways
#24 Top 400*

CONFORMANCE TO CONTRACT DOCUMENTS

It is our philosophy that honest and open communication and working together as partners with our customers builds a relationship of trust and maximizes project success. We are committed to construct the project as designed by building the project according to the contract documents. Intermountain is fully committed to project integration and the responsibility to avoid any potential issues by identifying conflicts up front. Our commitment is to mitigate any potential risk through timely communication with the City of NRH. We take a proactive approach and quickly respond to requests for information, conflicts or problems. All plans will be reviewed before beginning work. We will maintain logs and documentation of quality checks production quantities and safety checks. Any red flags we discover before or during construction will be immediately brought to the attention of the project management team of the City of NRH. If awarded this project, we will continue to communicate any questions or concerns in effort to eliminate any issues or problems before they arise. If for any reason changes in the scope of work, contract documents or specifications occur, we will work with the City of NRH to negotiate a fair and reasonable solution including time, price and value of the change. We will ensure that the change includes the same quality product and safety standards we utilize in all our work.

Thank you for the consideration of our bid.

