



PURCHASING DEPARTMENT
REQUEST FOR BID

20-005 PARK ENTRY SIGNS

BIDS DUE THURSDAY, NOVEMBER 21, 2019
BY 2:00 P.M.

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INVITATION TO BID

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

- Bid Number: 20-005
- Bid Type: REQUEST FOR BID
- Bid Name: PARK ENTRY SIGNS
- Bid Due Date: Thursday, November 21, 2019
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre Bid Conference: 10:00 A.M. Central Standard Time Wednesday November 6, 2019
- Location: Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Friday, November 15, 2019
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

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

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

GENERAL CONDITIONS

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

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Thursday, November 21, 2019**. 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 _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
_____, 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

PRINTED NAME

Subscribed and sworn to before me this
_____ Day of _____ 2019.

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires: _____

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: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

COMPLIANCE WITH HOUSE BILL 1295

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

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

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

Filing Process:

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

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

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

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

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

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

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

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

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 RFB 20-005, Contractors bid, signed agreement, performance and payment bonds (when required), insurance certificate, specifications, plans, 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.

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.

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 shall be responsible for registering his company and all sub-contractors with the City's Building Inspections Division, however no fees will be associated. Additionally, the Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. If the contractor performs any work in the Public Right of Way, he will be responsible for filling out a Right of Way construction permit and filing it with Public Works. The City will not charge for permits or inspections on this project. 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

The Project Manager or his designee 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 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, 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. PAYMENT

The Contractor shall submit monthly Applications for Payment to the Landscape Architect by the last day of the month, on AIA G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Landscape Architect 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 Landscape Architect 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 Landscape Architect to the Contractor within thirty (30) days of receipt of the Certificate of Payment from the Landscape Architect, unless otherwise provided in the contract Documents. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification 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. Retained earnings will be paid to the Contractor upon final acceptance of the project by the Owner if all subcontractor work and supplier material furnished for the project is 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, 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. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Owner. The Contractor further agrees that the subletting of any portion or feature of the work, or material required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this Agreement.

23. INDEMNIFICATION/PROTECTION AGAINST CLAIMS

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

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

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

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

24. WORKERS COMPENSATION INSURANCE

As required by the Texas Workers' Compensation Commission Rule 28, 110.110. The Contractor shall also carry worker's compensation insurance. The Contractor's failure to comply with any of the provisions of this Rule will be considered a breach of contract by the Contractor. The City will have the right to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City. The successful Contractor must provide a certificate of coverage to the City prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must file a new certificate of coverage with the City Purchasing Division showing coverage has been extended. The Contractor shall obtain from each sub-contractor providing services on the project a certificate of coverage, prior to that person beginning work on the project. Sub-contractor certificates must also be submitted to the Purchasing Division.

25. WAGE RATES

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

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

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The

U.S. Department of Labor web site may be accessed at www.access.gpo.gov. to obtain the appropriate wage rates to be used in Tarrant County, Texas.

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

The City may audit the contractor and all sub-contractors employed by contractor to ensure they are paying the prevailing wage rate. In the event an audit is performed, the contractor shall be required to supply a certified copy of the records showing the prevailing wage rates have been met.

26. 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.

27. 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.

28. 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 Hundred Dollars (\$100.00) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense a penalty.

29. 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.

30. USE OF COMPLETED PORTIONS

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

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

31. 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.

32. TIME OF FILING CLAIMS

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

33. 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.

**SUBCONTRACTOR AND MATERIAL SUPPLIER PAYMENT
CERTIFICATION FORM**

In accordance with the requirements of the construction contract, submit this certification form to the Owner's Representative with the second through final Application for Payment, and at the end of the project. The Owner's Representative may withhold payments or suspend work for failure to submit this form or fail to provide prompt payment in accordance with this contract. This certification is applicable to materials the Contractor purchases to remain as part of the final project and to first tier subcontractors on the project and associated project specific locations. (Subcontractors and suppliers are to comply with the prompt payment requirements.)

Certification

"I certify that to the best of my knowledge and with the exception of those subcontractors or suppliers listed below, all subcontractors and suppliers have been paid in accordance with the contract (30 days after receiving payment for the work performed by the subcontractor) and that any retainage held on a subcontractor or supplier's work has been released within 30 days after satisfactory completion of all of the subcontractors' or suppliers' work."

Project Name: _____

Estimate Period: _____ **or** _____
Month, Year Final Subcontractor and Supplier Payment Date

_____ Signature	_____ Title	_____ Date
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The following firms have not been paid for the reasons listed:

_____ Firm	_____ Reason for Non- Payment*
_____ Firm	_____ Reason for Non- Payment*
_____ Firm	_____ Reason for Non- Payment*
_____ Firm	_____ Reason for Non- Payment*
_____ Firm	_____ Reason for Non- Payment*

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

TECHNICAL SPECIFICATIONS

STORE WATER POLLUTION PREVENTION PLAN (SWPPP)

EROSION CONTROL PLAN

This construction disturbs less than one acre and is not subject to the requirement for a general permit as regulated by the TCEQ. It is mandatory, however that there is no runoff of exposed soil from storm water runoff related to construction activities. The contractor shall develop his/her own erosion control plan to be approved by the Landscape Architect. In the event that exposed soil is transferred by runoff or construction activities into the road, it must be removed prior to 8:00 a.m. the following morning or when barricades are removed. All public roadways must be kept clean of soil and debris at all times.

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, subcontractors, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. All spot elevations provided on drawings are critical to the success of the project and must be precise. Appropriate survey equipment is required to verify accuracy of elevations prior to, during and after concrete placement.

PART 2-PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION – NOT APPLICABLE

END OF SECTION 01400

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

- A. Contractor:
 - 1. Submit written certification to Owner's Representative that Project is Substantially Complete
 - 2. Submit list of major items to be completed or corrected (punch list).
- B. Owner's Representative will make an inspection within seven days after receipt of certification.
- C. Should Owner's Representative consider Work not complete:
 - 1. He will immediately notify Contractor, in writing, stating reasons.
 - 2. Contractor shall complete Work and send second written notice to Owner certifying Project is substantially complete.
 - 3. Owner will re-inspect Work.

1.3 FINAL INSPECTION

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Drainage systems have been tested and are operational.
 - 5. Project is completed and ready for final inspection.
- B. Owner's Representative will make final inspection within seven (7) days after receipt of certification with Owner's Representative.
- C. Should Owner's Representative consider Work complete in accordance with requirements of Contract Documents, he will request Contractor to make Project Closeout Submittals.

- D. Should Owner's Representative consider Work not complete:
1. He will notify Contractor, in writing, stating reasons.
 2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Owner's Representative certifying work is complete.
 3. Owner's Representative will re-inspect Work and Contractor shall be responsible for paying re-inspection costs.

1.4 REINSPECTING COSTS

- A. Should Owner's Representative be required to perform a second inspection of the Work due to the failure of Contractor to correct deficient work, Owner will compensate Owner's Representative for additional services and expenses and deduct amount paid from final payment to Contractor. This includes construction materials testing services.

1.5 CLOSEOUT SUBMITTALS

- A. Follow City of North Richland Hills procedures contained in contract documents.

1.6 WARRANTIES AND GUARANTEE

- A. Contractor and all subcontractors shall warrant that all labor and material furnished and work performed in conjunction with RFB 20-005 (Park Entry Signs) are in compliance with the contract documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of 1 year from the date of Substantial Completion. Contractor is required to provide documentation of General Warranty and Guarantee for his work and the work of all subcontractors.

1.7 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Final Release and Waiver of Liens:
1. Contractor's Waiver of Liens.
 2. Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with complete list of those parties.
- B. All submittals shall be notarized and sealed before delivery to Owner's Representative.

1.8 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Owner's Representative.
- B. Statement shall reflect all adjustments.
 - 1. Original Contract Sum.
 - 2. Additions and Deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncorrected Work.
 - c. Deductions for Re-inspection Payments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Owner's Representative will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.9 FINAL APPLICATION FOR PAYMENT

- A. Submit final application in accordance with requirements of General Conditions.
- B. Owner's Representative shall review all data supplied for conformance with Contract Documents and when approved, will accept the Work, release Contractor (except as to conditions of the Performance Bond, any legal rights of Owner, required guarantees, and correction of Faulty Work after final Payment), and make final payment to Contractor.

PART 2 – PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION – NOT APPLICABLE

END OF SECTION 01700

SECTION 02100 SITE PREPARATION

PART 1-GENERAL

1.1 SCOPE OF WORK

Provide site preparation as shown on the drawings and specified herein. Work shall consist of, but is not limited to, the following:

- A. Protection of **all** utilities and site improvements, including water, electrical and telephone transmission lines.
- B. Clearing, grubbing and legal disposal of all obstructions such as trees, stumps, hedges, and other vegetation as designated on the plans, other accumulation of rubbish of whatever nature and existing structures not otherwise provided for on the drawings.
- C. All trees and stumps to be removed are marked on the plans.
- D. Grub and remove all vegetation and stumps between existing trees to remain. Remove all stumps and debris encountered during excavation.

PART 2 - EXECUTION

2.2 PROTECTION

- A. Locate existing utilities; provide adequate protection and support during construction operations. If uncharted or incorrectly charted piping or other utilities are encountered during earthwork, consult utility owner immediately for directions as to procedure. Repair damaged utilities to the satisfaction of utility owner at no cost to the City.
- B. Do not "rip" irrigation lines out of the ground when excavating. When an irrigation line is encountered, cut the line to remove any pipe that is in the way of grading or excavation activities. Cap the ends of cut lines to prevent dirt from entering the irrigation system. Pulling excessively on irrigation lines can cause damage down the line that is not immediately visible.
- B. Protect improvements on site and along access routes; provide barricades, coverings or other types of protection as necessary to prevent damage. Restore to original condition improvements damaged by the work.

- C. Trees and vegetation, designated to remain, shall be protected against unnecessary cutting, breaking, bruising, smothering by stockpiling excavated materials within drip line, or parking of vehicles within drip line. Provide temporary fences, tree wells, barricades or guards; repair or replace trees and vegetation damaged by construction operations.
- D. Maintain survey monuments, reference points and monuments; notify Owner of disturbance to markers.

2.2 DEBRIS DISPOSAL

- A. Remove and dispose of off-site all construction material debris including old signs and their foundations.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1-GENERAL

1.1 SCOPE

Work in this section includes furnishing all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required grades to insure positive draining after installation of site improvements.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02210 Fine Grading

1.3 TESTING

The Contractor shall utilize the services of an independent testing agency, provided by the Owner, to control tests for fill and compaction. Testing will be done at Owner's discretion and at Owner's expense.

1.4 TEST REPORTS

- A. Soil tests of proposed fill material shall be submitted for approval before any filling is begun. If location of fill material pit is changed before any fill is accomplished, proposed new fill shall be tested as above.
- B. If test reports show improper compaction, area failing shall be refilled, watered, if necessary and compacted until desired compaction is obtained. Cost of retesting, if required, shall be paid for by Contractor.

1.5 METHOD OF PAYMENT

Earthwork is a necessary and primary part of the work. The total cost will be included in the Bid Proposal. Payment will not be made on a unit price basis or by any other separate measured payment method.

PART 2 - MATERIALS

2.1 FILL MATERIAL

- A. Topsoil: Shall be rich, friable, sandy loam, free of clumps debris, weeds, roots and seeds.
- B. Common Fill: Shall be free of lumps, debris, weeds, roots and seeds and shall be the existing site material.
- C. Cushion Sand: Shall be free of rock, debris, clods, weeds, roots and seeds.

PART 3 – EXECUTION

3.1 PREPARATION

- A. All areas where cut/fills are to occur shall be cleared and grubbed of debris, timber and stripped off topsoil.

3.2 INSTALLATION

- A. Excavation. Perform excavation of line, grade, and alignment as shown on plans. All excavated spoil to be placed and compacted in fill areas or as directed by Owner.
 - I. Any unsuitable materials exposed should be removed and replaced with well-compacted material as outlined in Section 3.05.

3.3 UTILITY REMOVAL PROTECTION

When underground utility lines are encountered, immediately notify utility company of discovery. Protect and allow time for utility company to remove them; or in event they waive removal, cut and cap lines at property line.

3.4 ACCEPTABILITY

Finished areas of topsoil are satisfactory if they are true to grade, true in plane, even in gradient (slope), uniform in surface texture, and of normal compaction. Areas of loose granular pockets or of over compacted soils are not acceptable and will be re-worked. Finished areas will promote surface drainage and will be ready for turf grass planting.

END OF SECTION

SECTION 02210 FINE GRADING

PART I-GENERAL

1.1 SCOPE

Work in this section includes furnishing all labor, materials, equipment, and services required to fine grade disturbed areas and existing areas where fine grading is required to correct minor drainage problems.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02200 Earthwork

1.3 METHOD OF PAYMENT

Fine grading of the earthwork is a necessary and incidental part of the work. The total cost will be included in the Bid Proposal. Payment will not be made on a unit price basis or by any other separate measured payment method.

PART 2 - EXECUTION

2.1 LIMITS OF WORK

The limits of areas to be fine graded shall generally correspond to all disturbed areas as a result of the Park Entry Sign project. This includes disturbance by vehicles and machinery.

2.2 SEQUENCE OF WORK

A. Fine grading will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over-compaction. Fine grading is considered to be the final step prior to sod installation.

B. After fine grading is accomplished, it shall be the Contractor's responsibility to protect

all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and acceptable.

2.3 FINE GRADING OPERATIONS

As a minimum, the following measures will be executed in the accomplishment of fine grading areas to be planted in turf grass. The Contractor may elect to use additional or supplemental measures to accomplish fine grading.

- A. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, disc machinery, weighted spike harrow, and weighted drags. Bull Dozer blades or front end loader buckets are not acceptable devices for fine grading operations. Hand rakes are acceptable to obtain the final acceptable results.
- B. It is anticipated that some areas of earth embankment may become over-compacted and resistant to proper grading. Such areas will be loosened and pulverized with disc machinery and will then be re-compacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.

2.4 ACCEPTABILITY

The Owner will be the judge of whether fine graded areas are acceptable or not. Unsatisfactory areas will be re-graded and corrected until they are acceptable.

END OF SECTION

END OF TECHNICAL SPECIFICATIONS

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered by and between **ABC Associates, 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:

- a. This written construction agreement;
- b. General Conditions;
- c. The Specifications of Bid #20-005;
- d. The Plans/Drawings of Bid #20-005;
- e. The following listed and numbered addenda: None;
- f. Payment Bond;
- g. The Contractor's Proposal;
- h. Instruction to Bidders;
- i. Notice to Contractors;
- j. 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 **Park Entry Signs** at 5 parks, Bid #20-005.

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 X calendar days from Notice to Proceed.

CONTRACT SUM

- IV. The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of XXX THOUSAND X HUNDRED AND XXX DOLLARS (\$xxxx). Payment will be due upon completion of work.

CHOICE OF LAW; VENUE

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

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of bid #20-005, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

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

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

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

EFFECTIVE DATE

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

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

CITY OF NORTH RICHLAND HILLS

ABC ASSOCIATES, INC.

BY: _____
City Manager

BY: _____
John Doe

DATE: _____

TITLE: President _____

DATE: _____

ATTEST:

ATTEST: _____

Alicia Richardson, City Secretary

TITLE: _____

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

PARK ENTRY SIGNS BID FORM RFB 20-005

Date: _____

Bidder: _____

City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas, 76180

The undersigned, understands that his Bid Form is a Competitive Bid and that the selection of the Contractor will be based on the best value to the City as per Texas Local Government Code, 252.043. Also, having examined the Bid Documents, comprising the Drawings and Specifications, being sufficiently familiar with the sites 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:

Park Entry Signs RFB 20-005

- A. **BASE BID I (TAX EXEMPT):** Cost of labor, materials and equipment required to construct new Park Entry Signs at Dr. Pillow, Faram, Founders, J.B. Sandlin, Kay Granger, Liberty, Norich, Tommy and Sue Brown and Northfield Parks and Adventure World playground and The Richland Tennis Center according to construction documents dated October 22, 2019. This does not include page A 4 of 6 which is an alternate bid.

_____ DOLLARS
(\$ _____).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- B. **ADD ALTERNATE BID 1 (TAX EXEMPT):** Cost of labor, materials and equipment required to remove the existing sign blades and bracket sleeves and adding new sign blades and bracket sleeves on existing signs at Richfield, Green Valley, Cross Timbers, Linda Spurlock and Walker's Creek Parks according to the construction documents page A 4 of 6 dated October 22, 2019.

_____ DOLLARS
(\$ _____).

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 BID 2 (TAX EXEMPT):** Cost of labor, materials and equipment to perform lighting modifications to 5 existing signs at Linda Spurlock, Walkers Creek, Richfield, Green Valley and Cross Timbers Parks according to plan pages E1, E2 and E4.

DOLLARS

(\$ _____).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- D. **DEDUCT ALTERNATE BID 1 (TAX EXEMPT):** Cost of labor, materials and equipment required to install pull box to intercept existing 120v circuit and to extend branch circuit through sign and into beam as shown in elevation on sheet E 3 of 6. No lights will be installed.

DOLLARS

(\$ _____).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- E. **UNIT PRICE BID (TAX EXEMPT):** Cost of labor, materials and equipment required to provide lighting according to pages E 3 AND e 4 of 6. This number represents a cost per sign in the event the owner decides to light a portion of the new signs.

DOLLARS

(\$ _____).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- F. **ADDENDA:** Bidder acknowledges receipt of Addenda as follows:

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

- G. SUBCONTRACTORS:** The undersigned Bidder has predicated his bid costs on and plans to use the following subcontractors: Note: Owner must approve a change in subcontractors prior to contract execution.

Demolition: _____

Sign Construction: _____

Electrical/ Lighting: _____

Stone Work: _____

H. CONTRACTOR RESPONSE REQUIRED:

PROJECT COMPLETION: The above specified project shall be completed within _____ consecutive calendar days from date of Notice to Proceed, including overtime on weekends, noting 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 \$100 per day to 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. This number will be used to calculate the date of a reasonable substantial completion date and the start of liquidated damages if owner selects to assess.

- I. 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 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.

Firm Name

Signature of Officer – Title

Street Address

City State Zip

() -
(Area Code) Telephone Number

*Seal
(If Bidder is a Corporation)

PAYMENT BOND

STATE OF TEXAS }

COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS: THAT WE _____

of the City of _____, County of _____, and State of Texas, herein called Principal, and _____ a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called Surety (whether one or more) are held and firmly bound unto the City of North Richland Hills, a municipal corporation, workman, laborers, mechanics, furnishers of materials and claimants supplying labor and materials as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993, as their interests may appear, all of whom shall have the right to sue upon this bond, in the penal sum of _____ DOLLARS (\$_____) for the payment whereof, we do hereby bind ourselves, our heirs, heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract, with the OWNER, dated the _____ day of _____, 2019, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit: Park Entry Signs RFB 20-005, in the City of North Richland Hills, Texas which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall pay all sub-contractors, workmen, laborers, mechanics, furnishers of materials and claimants (as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993) supplying labor and material to him or a sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and material done and furnished for the constructing of such improvements for the City of North Richland Hills, Texas, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

AND, that said Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed hereunder, or to the plans, specifications, or drawing accompanying the same, shall in anywise affect the obligation on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument by duly authorized officers and affixed corporate seals hereto at the City of

_____, County of _____, State of _____

_____, on this _____ day of _____, 2019.

***** DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT*****

ATTEST:

Secretary

Principal

By

Surety

By

PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS: THAT WE _____

of the City of _____, County of _____, and State of Texas, hereinafter called Principal, and _____ a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called Surety (whether one or more) are held and firmly bound unto the City of North Richland Hills, a municipal corporation, in the amount of _____ DOLLARS (\$ _____) for the payment whereof we do hereby bind themselves, and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract, with the City of North Richland Hills, dated the _____ day of _____, 2019, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit: Park Entry Signs RFB 20-005, in the City of North Richland Hills, Texas and as more particularly described and designated in said contract which is hereby referred and made a part hereof as fully and to the same extent as if copied at length herein:

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

AND, that said Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed hereunder, or to the plans, specifications, or drawing accompanying the same, shall in any way affect the obligation on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument by duly authorized officers and affixed corporate seals hereto at the City of _____, County of _____, State of _____

_____, on this _____ day of _____, 2019.

***** DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT*****

ATTEST:

Secretary

Principal

By

Surety

By