



**PURCHASING
DEPARTMENT REQUEST
FOR PROPOSAL**

**RFP 21-014 SUPPLEMENTAL
CONCRETE CONTRACTOR
SERVICES**

**PROPOSALS DUE WEDNESDAY APRIL 7, 2021
BY 2:00 P.M.**

Contents

INVITATION TO BID.....	3
GENERAL CONDITIONS.....	4
INSURANCE REQUIREMENTS	10
NON-COLLUSION AFFIDAVIT OF BIDDER	11
BID CERTIFICATION	12
COMPLIANCE WITH HOUSE BILL 1295	13
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY	14
CONFLICT OF INTEREST QUESTIONNAIRE	15
PROJECT CONDITIONS	18
PROJECT GUIDELINES FOR SEALED COMPETITIVE PROPOSALS	28
PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL:	30
CONSTRUCTION AGREEMENT.....	39
STATEMENT OF RESIDENCY.....	42
SPECIFICATIONS	43

INVITATION TO BID

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

- Bid Number: 21-014
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES
- Bid Due Date: Wednesday April 7, 2021
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Thursday April 1, 2021
 - 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 PM (CST) Wednesday April 7, 2021**. 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 (See evaluation criteria in Project Guidelines for Competitive Sealed Proposal section)

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 any single project over the course of the contract year 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 inter-local 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	

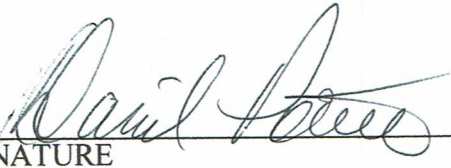
A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Tarrant

Daniel Porter verifies that:
(Name)

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

Daniel Porter
PRINTED NAME

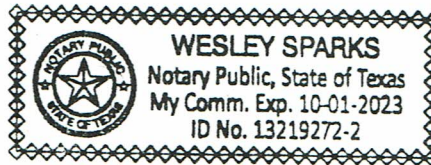
Subscribed and sworn to before me this

6th Day of April ~~2020~~ 2021


NOTARY PUBLIC in and for

Tarrant County, Texas.

My commission expires: 10-01-2023



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; 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;
- b. 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;
- c. 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.
- d. 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: Apex Concrete Construction Inc.


ADDRESS: 1080 Katy Road

CITY, STATE & ZIP: Keller, TX 76244

TELEPHONE: 817-454-1995

FAX: _____

EMAIL: apexconstruction57@gmail.com

SIGNATURE: 

PRINTED NAME: Daniel Porter

DATE: April 6, 2021

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/CIO.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.

Apex Concrete Construction 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.

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

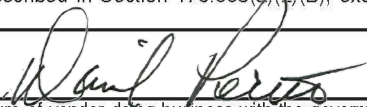
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

April 6, 2021

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.

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.

Apex Concrete Construction Inc
Keller, TX United States

Certificate Number:
2021-735101

Date Filed:
04/06/2021

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.

RFP 21-014
Supplemental Concrete Contractor Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



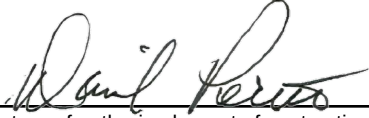
6 UNSWORN DECLARATION

My name is Daniel Porter, and my date of birth is 07/01/1957.

My address is 1080 Katy Rd, Keller, TX, 76244, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 6 day of April, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

PROJECT CONDITIONS

1. OWNER AND CONTRACTOR

The Owner and Contractor are those persons or organizations identified as such in the Agreement and are referred to throughout the contract documents as if singular in number and masculine in gender. The Project Manager shall be understood to represent the Owner. The duties, responsibilities and limitations of authority of the Project Manager as the Owner's representative during construction are as set forth in the contract documents and shall not be extended or limited without written consent of the Owner.

2. CONTRACT DOCUMENTS

The contract documents shall consist of: The Construction Agreement; General Conditions; the specifications of RFP # 21-014; the plans/drawings of RFP # 21-014; the following listed and numbered addenda; payment bond; performance bond; the contractor's proposal response; insurance; certificate; and all modifications thereof incorporated in any of the documents before the execution of the agreement. The contract documents are listed below and are binding on the parties. In case of conflict between any of the contract documents, priority of interpretation shall be in the following order: Signed Construction Agreement, performance and payment bonds, Project Guidelines for Sealed Competitive Proposals, Contractor's proposal, Notice to Contractors, Specifications, Plans, and General Conditions of Agreement. The Construction Agreement shall be the governing agreement of the Contract Documents. Contractors shall submit any objections or modifications to the language in the Construction Agreement along with the response to the RFP. No additional contractual documents will be accepted, unless otherwise approved by the City.

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 is responsible for compliance with local, state, and federal regulations. The Contractor shall be responsible for registering with the City's Building Inspections Division and paying the appropriate fee. The Contractor shall obtain all permitting and request all inspections that are necessary for the completion of the work. The City will not charge for permits or inspections on this project. Regardless of the project type or location, the contractor will be responsible for filling out a Right of

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

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

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

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

7. PROGRESS PAYMENTS FOR WORK

The Contractor shall submit monthly Applications for Payment to the Project Manager by the last day of the month, on the City-provided Application for Payment. Once certified by the City's Project Manager, it shall be routed for payment. The Project Manager shall have ten (10) business days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Project Manager to the Contractor within thirty (30) days of receipt of the Certificate of Payment from the Project Manager, unless otherwise provided in the contract Documents. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification (second through final application) form prior to the approval of the next month's Certificate of Payment. Five percent (5%) retained earnings will be withheld from payment of completed work and shall be so indicated on each application for payment. The retained earnings will be paid to the Contractor upon final acceptance of the project by the Owner if all subcontractor work and supplier materials furnished for the project are complete and the subcontractors and suppliers' final payments have been made in full. The contractor must complete and submit a Subcontractor and Material Supplier Payment Certification form prior to the project's final acceptance and payment of the retained earnings.

8. CONTRACTOR'S DUTY AND SUPERINTENDENCE

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

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

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

9. UTILITY CONFLICTS

It is the Contractor's responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm the locations and to determine whether any additional facilities may be present. Contractor shall preserve and protect all underground facilities.

<u>UNDERGROUND FACILITY OWNER</u>	<u>TELEPHONE NUMBER</u>
ATMOS	811
ONCOR	811
AT&T	811
City of North Richland Hills Water/Sewer	817.427.6440
Charter Cable	811

10. WATER FOR CONSTRUCTION

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter; additionally, the CONTRACTOR will be billed for the water used on the construction of this contract and measured by such fire hydrant meter. Additionally, the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal.

11. TRAFFIC CONTROL

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area. All traffic control devices used during construction shall meet the standards utilized in the MUTCD.

Access to adjacent property shall be maintained at all times unless otherwise approved by the OWNER.

12. PROSECUTION OF CONSTRUCTION

The CONTRACTOR will, unless otherwise approved by the Owner, prosecute the construction of this project during normal working hours as defined below:

- A. Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm
- B. Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- C. Holidays to be observed and to be included into the normal work week will be:
 - New Years Day January 1st
 - MLK Day..... Third Monday in January
 - Memorial Day Last Monday in May
 - Independence Day July 4th
 - Labor Day First Monday in September
 - Thanksgiving Holiday Fourth Thursday in November and the following Friday
 - Christmas Holiday December 24th & December 25thIf any of the above dates falling on a Sunday shall be observed on the following Monday.
- D. If the Contractor wishes to work more than thirty minutes per day overtime, approval **must be acquired from the Public Works Department 24 hours in advance and the** Contractor must agree to pay the City for the inspector's time at the rate of seventy-five dollars (\$75.00) per hour. If the Contractor arranges to work on a weekend and for any reason does not or cannot work, he will be responsible for a minimum of two hours pay for the inspector.

13. INSPECTION AND TESTING

The CONTRACTOR shall be responsible for paying for all testing and testing related items (acquiring specimens, proper specimen control, etc.) on this Project. During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements. The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory, approved by the City Engineer, and permitted with the City of North Richland Hills' Public Works Department.

Concrete Testing Services provided shall include but are not limited to the following:

- a. Analysis of Aggregates
- b. Decantation Tests
- c. Slump and Air Content Tests
- d. Flexural or Compressive Strength Tests

14. CHARACTER OF WORKERS

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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. If the Contractor fails to secure such evidence of coverage from the sub-contractor, the Contractor shall provide such coverage.

30. 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 will audit the contractor and all sub-contractors employed by contractor to ensure they are paying the prevailing wage rate weekly. Contractor and all sub-contractors must submit certified payrolls

on a weekly basis per the [Contractor's Application](#) that must be filed prior to bidding. 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.

31. 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 by the contractor 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.

32. 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.

33. 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 Ninety-Three Dollars (\$193.00) (daily liquidated damages rate) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete. Both parties have had the opportunity to assess the basis upon which the daily liquidated damages rate is based, and such rate is agreed upon as the proper measure of liquidated damages that represents a reasonable and fair estimate of damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense as a penalty. The written acceptance of this calculation, which is separately agreed to by the parties, shall be incorporated into this contract.

34. 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.

35. 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.

36. 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:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Sub-Contractors or for material or labor.
- d. Damage to another contractor
- e. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- f. 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.

37. 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.

38. 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.

PROJECT GUIDELINES FOR SEALED COMPETITIVE PROPOSALS

REQUEST FOR SEALED COMPETITIVE PROPOSALS (SCP) FOR SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES RFP# 21-014

The City of North Richland Hills (City) is requesting Sealed Competitive Proposals for SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES for various city projects by several different departments as outlined in this request based on the best value to the City of North Richland Hills. The City reserves the right to award one contract for some or all the requirements proposed, or award multiple contracts for various portions of the requirements to different Contractors based on the unit prices proposed in response to this request, or to reject any and all Proposers and re-solicit for Proposals, as deemed to be in the best interest of the City.

SCOPE OF PROJECT

This project will allow the City to enter into multiple contracts with multiple Contractors for a twelve-month period with the option for four one-year renewals at the City's discretion. The successful proposers will provide SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES during regular business and non-business hours during the term of the contracts. General contracting services may include, but are not limited to, concrete pavement removal and reconstruction, drainage structure removal and reconstruction, or other SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES as needed.

PROJECT PROCUREMENT METHOD

The procurement method, "Sealed Competitive Proposal", is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with two general contractors to provide SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES. The City shall select the contractors who submit the proposals that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractors' subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected contractors. The City may discuss with the contractors options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected contractor(s), the City shall, formally and in writing, end negotiations with that contractor and proceed to the next contractor in the order of the ranking until a contract agreement is reached or all proposals are rejected. The City reserves the right to award one contract for some or all of the requirements or multiple contracts to different Contractors.

EVALUATION CRITERIA

EVALUATION AND SELECTION PROCESS	Min Pts.	Max Pts.
Proposals will be evaluated by a selection committee based on the following criteria:		
Unit cost of work as described in bid items 1-20	0	20
Contractor's comparable project experience	0	16
Quality of references for similar projects	0	14
Proposers financial stability	0	12
Proposers percentage of self-performing tasks	0	10
Team structure, work approach and delivery schedule	0	8

Following the review and evaluation of all CSP submittals, a **Selection Meeting** will be held to select contractors. The selection committee will present their ranking based on the published criteria above, selection and justification at the selection meeting. The selection meeting will result in the selection of two proposals or an appropriate short list of proposals. An interview may also be requested to aid in the selection of the contractors. However, interviews may not be necessary.

The City shall select the contractors who submit the proposals that offers the best value for the City. Unsuccessful contractors will be notified in writing as soon as possible.

COMPLIANCE

The Awarded contractors and any subcontractors doing work for these contracts will be required to obtain registration with the City's Planning and Inspections Division located on the first floor of City Hall (no associated fees required). The general contractor will be required to obtain a general permit along with any required specialty permits, also with the City's Planning and Inspection Division. However, all permit fees will be waived. Permitting will be required and coordinated by the contractor. The contractor will be responsible for scheduling all inspections required by the permit. All laborers and mechanics employed by the contractor and its subcontractors in performance of this construction work shall be paid wages at rates as may be required by law.

The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction, effective March 12, 2021:

<https://beta.sam.gov/wage-determination/TX20210270/1?keywords=%22tarrant%20county>

PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the North Richland Hills Purchasing Department by 2:00PM (CST) Wednesday April 7, 2021, and must be addressed as follows:

Electronically at <https://www.publicpurchase.com/gems/northrichlandhills.tx/buyer/public/home>
(This is the only method accepted. For assistance please contact Scott Kendall at 817-427-6165)

Proposals must include all pages of the proposal form as found in this CSP. Proposals must include a proposal price on the form provided. Any price request not filled out could be subject to rejection as being presented incomplete. The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

Each proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond, payable to the City of North Richland Hills, in the amount not less than five percent (5%) of the total bid amount. **The successful contractor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount for each individual project over \$50,000.** Worker's Compensation, Comprehensive General Liability and Transportation insurance and insurance certificates shall be provided by the successful supplier.

PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL:

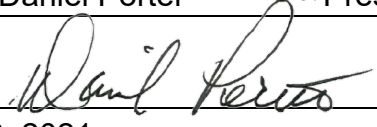
BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP # 21-014 and all addenda and herewith forming part of this proposal submission and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices set forth in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFP;

And have submitted our proposal at rates that include all labor, materials, overhead and profit to comply with the RFP requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFP and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is all respects fair and without collusion or fraud;

And if our proposal submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFP in all respects. We further acknowledge that we have received Addendum/ Addenda No. 1 to 2 inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFP at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our proposal for the prices stated on the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name	Apex Concrete Construction Inc.
Address: Street & Number	1080 Katy Road
Address: City, Province, Postal Code	Keller, TX 76244
Telephone & Fax Numbers	Tel: 817-454-1995 Fax:
E-mail Address	apexconstruction57@gmail.com
Name of Signing Officer / Title	Name: Daniel Porter Title: President
Signature of Signing Officer <i>I have authority to bind the company</i>	
Date Signed	April 6, 2021

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM EVALUATION CRITERIA RESPONSE:

Unit cost of work as described in bid items 1-20.	(This will be shown on the bid form, and allows for the maximum number of points in proposal evaluation)
Contractor's comparable project experience	The City is interested in the Contractor's history and successful completion of similar projects utilizing legal municipal procurement methods. (Fill out form on next pages)
Quality of references for similar projects (<u>Persons to contact on your company's behalf that you have done business with</u>)	Quality of reference refers to accuracy of facts about reference, name of project, Project Manager's title and organization, contact information, reference's response and similarity to this project. (Fill out form on next pages)
Proposer's financial stability	The City is interested in the Proposer's legal entity and ownership, and financial viability, stability, and business size. Any or all points allocated to this consideration item will be awarded on the basis of the Proposer's comparative financial status.
Proposer's percentage of self-performing tasks	This represents the percentage of work for SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES by the proposer's firm. This does not include any work that is subcontracted. % of work performed by proposer firm
Team structure, work approach and delivery schedule	The City is interested in contractor's management, reporting, and administrative structures and methods required to successfully complete the work, and reasonably supported ability to meet or beat the specified construction schedule (Fill out forms on next pages)
Is the proposer on debarment or suspension lists?	Yes or <input checked="" type="radio"/> No (Please circle the correct response)

BID ITEMS:

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4,000	SF	Remove and replace valley gutter, complete in place.	\$ <u>10.00</u>	\$ <u>40,000.00</u>
2	2,200	SF	Remove and replace reinforced 4' concrete sidewalk, complete in place.	\$ <u>8.00</u>	\$ <u>17,600.00</u>
3	600	SF	Remove and replace reinforced 5' concrete sidewalk, complete in place.	\$ <u>8.00</u>	\$ <u>4,800.00</u>
4	10	EA	Install handicap ramp, complete in place.	\$ <u>1450.00</u>	\$ <u>14,500.00</u>
5	8,050	LF	Remove and replace concrete curb and gutter, complete in place.	\$ <u>32.00</u>	\$ <u>257,600.00</u>
6	8,000	SF	Remove and replace driveway flow line, complete in place.	\$ <u>10.00</u>	\$ <u>80,000.00</u>
7	18,000	SF	Remove and replace residential drive approach, complete in place.	\$ <u>9.00</u>	\$ <u>162,000.00</u>
8	1,000	SF	Remove and replace commercial drive approach, complete in place.	\$ <u>9.00</u>	\$ <u>9,000.00</u>
9	150	LF	Remove and replace curb inlet ear or return, complete in place	\$ <u>32.00</u>	\$ <u>4,800.00</u>
10	2,500	SF	Remove and Replace Concrete Pavement, complete in place– 5" thick	\$ <u>8.00</u>	\$ <u>20,000.00</u>
11	*30,500	SF	Remove and replace concrete pavement, complete in place– 6" thick	\$ <u>10.00</u>	\$ <u>305,000.00</u>
12	1,500	SF	Remove and replace concrete pavement, complete in place– 7" thick	\$ <u>10.00</u>	\$ <u>15,000.00</u>
13	*5,000	SF	Remove and replace concrete pavement, complete in place– 8" thick	\$ <u>11.25</u>	\$ <u>56,250.00</u>

* Addendum 1:
Quantity adjusted for Bid Items 11 & 13

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
14	1	EA	Remove and replace standard curb inlet, complete in place.	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
15	1	EA	Remove and replace standard curb inlet top, complete in place.	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
16	150	SF	Remove and replace variable width concrete flume, complete in place.	\$ <u>11.25</u>	\$ <u>1,687.50</u>
17	100	LF	Remove and replace channel head wall, complete in place.	\$ <u>29.00</u>	\$ <u>2,900.00</u>
18	100	Face LF	Furnish and install reinforced concrete retaining wall (8"- 18")	\$ <u>29.00</u>	\$ <u>2,900.00</u>
19	200	SF	Remove and replace reinforced concrete channel liner, complete in place.	\$ <u>11.40</u>	\$ <u>2,280.00</u>
20	1	LS	Minimum fee per work order.	\$ <u>1,150.00</u>	\$ <u>1,150.00</u>

TOTAL AMOUNT BID – SUPPLEMENTAL CONCRETE:

\$ 1,001,967.50



CITY OF NORTH RICHLAND HILLS

March 29, 2021

ADDENDUM 1: _RFP 21-014 SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES

The bid sheet documents listed have been replaced and uploaded to Public Purchase.

- ADDENDUM 1 - Page 32 (rev1) bid sheet replaces page 32 of the uploaded RFP.
- 21-014 SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES BID SHEET (locked) rev1 replaces the previously issued bid sheet.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFP response. This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original RFP document.

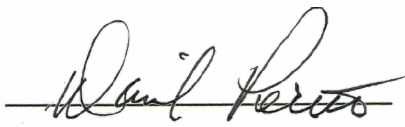
Name and Address of Company:

Apex Concrete Construction Inc.
1080 Katy Rd

Keller, TX 76244

Fax:

Authorized Representative:

Signature: Name: Daniel PorterTitle: PresidentPhone: 817-454-1995E-Mail: apexconstruction57@gmail.com

CONTRACTOR’S COMPARABLE PROJECT EXPERIENCE:

These are projects that the evaluation committee may choose to tour if time allows. This is work that your firm is particularly proud of and substantiate the type of work completed is similar in scope and nature to SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES. (Municipal work is preferred) Contractors may include photographs to better explain the project. In doing so, please ensure that photographs are identified to the referenced project. (Please do not submit more than three projects)

Project 1 (Photographs may be included on additional page you can attach)

Project Name: City of Southlake (Annual Concrete Maintenance)

Project Location and project value: Miscellaneous Concrete Contract (\$700,000) Annually

Additional Information that you would like to share:

Project 2 (Photographs may be included on additional page you attach)

Project Name: Town of Flower Mound

Project Location and project value: Miscellaneous Concrete Contract (\$500,000) Annually

Additional Information that you would like to share:

Project 3 (Photographs may be included on additional page you attach)

Project Name: City of Keller

Project Location and project value: Miscellaneous Concrete Contract (\$500,000) Annually

Additional Information that you would like to share:

QUALITY OF REFERENCES FOR SIMILAR PROJECTS:

Provide your best references that we can contact to provide detailed information about working with your firm. Projects should be similar in scope of this RFP.

Reference #1	
Client: Town of Flower Mound	Location: City wide as needed
Client Project Manager: Rick Addington	Client Project 817-454-8080 Manager Phone No. rick.addington@ and email address: flower-mound.com
Year of Completion: Current	Approximate Value: \$500K to \$700K
Provide any additional relevant information to describe project Street, Curb and Gutter, Sidewalk Repairs	

Reference #2	
Client: City of Southlake	Location: City wide as needed
Client Project Manager: Anthony Blain	Client Project 214-662-5042 Manager Phone No. ablain@ci.southlake. and email address tx.us
Year of Completion: Current	Approximate Value: \$750K
Provide any additional relevant information to describe project Street, Curb and Gutter, Sidewalk Repairs Drainage, Culvert installation, and headwalls	

Reference #3	
Client: City of Keller	Location: City wide as needed
Client Project Manager: Stanley Moore	Client Project 817-743-4212 Manager Phone No. smoore@cityofkeller. and email address com
Year of Completion: Current	Approximate Value: \$350K
Provide any additional relevant information to describe project Street, Curb and Gutter, Sidewalk Repairs	

PROPOSERS FINANCIAL STABILITY:

- Please provide a letter from Proposer's Surety stating Proposer's ability to acquire bonding in the full amount of the proposed contract amount.
- Please provide an audited financial statement from 2020.

TEAM STRUCTURE, WORK APPROACH AND DELIVERY SCHEDULE:

Company Name: Apex Concrete Construction Inc.
Address: 1080 Katy Road, Keller, TX 76244
Telephone/ Email: 817-454-1995
apexconstruction57@gmail.com Years in business: 7 Years
Contact/Title: Daniel Porter, President
Signature: 

Name of Proposed Project Manager for this CSP Robert Slanina
Education: High School Grad.
Primary Responsibilities: Daily operations and Supervision

Number of years with contractor's firm: 7

Project Manager's experience if different from General Construction Contracting:

Project Name: _____
Description: _____

Name of Proposed Project Superintendent for this CSP _____
Education: _____
Primary Responsibilities: _____

Number of years with contractor's firm: _____

Project Superintendent's experience if different from General Construction Contracting:

Project Name: _____
Description: _____

CONSTRUCTION AGREEMENT FOR SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES

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

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

- I.** The parties agree that the contract documents shall consist of the following:
1. This written Construction Agreement;
 2. General Conditions;
 3. The Specifications and Project Guidelines of RFP #21-014;
 4. The Plans/Drawings of RFP #21-014;
 5. The following listed and numbered addenda: None;
 6. Payment Bond;
 7. Performance Bond;
 8. The Contractor's Proposal;
 9. 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 provision of **SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES RFP 21-014**. Such **SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES** may include, but are not limited to removal and reconstruction of reinforced concrete pavement, drainage structures, and retaining walls, or other **SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES** as needed. Specific work to be performed under this Agreement shall be set forth in a written quote from the Contractor based on the pricing sheet attached and incorporated herein as **Attachment "A."**

TIME OF COMMENCEMENT; COMPLETION; TERM

- 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 the time specified by the City in the Notice to Proceed, which will be the date of Substantial Completion, or a date as otherwise agreed by the parties. The Term of this Agreement shall be for a period of one year ("Initial Term"). After the Initial Term, the City shall have the

option to renew this Agreement for four, one-year periods, each considered a “Renewal Term”.

COMPENSATION

- IV.** The City shall pay the Contractor in current available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, in accordance with the unit pricing sheet attached hereto as **Exhibit "A."** This contract is a non-exclusive Construction Agreement and shall not exceed the cumulative amount of **XXX THOUSAND X HUNDRED AND XXX DOLLARS (XXXX) (Contract Price)** annually for all contracts awarded pursuant to General Services Contract RFP 21-014. Payment will be due upon satisfactory completion of work, but not later than thirty (30) days after receipt of invoice. Change orders in excess of \$50,000 shall be approved by the City Council.

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 RFP #21-014, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner. All required insurance certificates must be submitted prior to commencement of work.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

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

EFFECTIVE DATE

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

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

CITY OF NORTH RICHLAND HILLS

MART INC.

BY: _____
City Manager

BY: _____

DATE: _____

TITLE: _____

DATE: _____

ATTEST:

ATTEST: _____

Alicia Richardson, City Secretary/
Chief Governance Officer

TITLE: _____

APPROVED AS TO FORM AND LEGALITY:

NRH Council Action Y/N

Date Approved _____

Agenda No. _____

Ord /Res No. _____

Maleshia B. McGinnis, City Attorney

STATEMENT OF RESIDENCY

Is your principal place of business in the state of Texas?



YES

NO

If "NO" state address: _____

If "YES" state address: 1080 Katy Road
Keller, TX 76244

Definition:

"Non-Resident" - A contractor whose principal place of business is not in the state of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

"Resident" – A contractor whose principal place of business is in the state of Texas and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

SPECIFICATIONS

- A. The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, traffic control devices, 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.
- B. Contractor agrees that the City of North Richland Hills Public Works Department has the right to make all final determinations as to whether the work has been satisfactorily completed and meets all specifications.

C. Means/Productivity for Concrete Contractors

Sidewalk	100 Linear Feet (4 Ft Wide)	1 Day
Driveway (Single)	2 Each	1 Day
Driveway (Double)	1 Each	1 Day
Handicap Ramp	2 Each	1 Day
Curb/Gutter	100 Linear Feet	1 Day
Concrete Pavement	2,500 Square Feet	1 Day
Valley Pan (Half)	1 Each	2 Days
Valley Pan (Whole)	1 Each	1 Day
Backfill/Wreck Forms	1 Each	1 Day
Storm Drain Inlet	1 Each	1 Day
Headwall	100 Face Feet	1 Day

- D. All construction work shall be inspected by the Public Works Department. No Portland concrete shall be placed until an inspection is done by the Public Works Department. If the contractor fails to have the work inspected before the concrete is in place, the contractor shall remove the concrete at the contractor's expense.
- E. All construction work shall be in accordance with the City of North Richland Hills Public Works Design Manual and the Standard Specifications for Public Works Construction for the North Central Texas (North Central Texas Council of Governments) Design Manual. The contractor shall meet all specifications as outlined by these two manuals.
- F. Curb and gutter or any other type of concrete repair that is constructed by the Contractor, which pond water more than 1/4-inch in depth shall be removed and replaced at the sole expense of the Contractor, including all labor and materials. At locations where grade (fall) is critical, the Contractor will be allowed (and encouraged) to test the flow of gutter lines with a small amount of water prior to the concrete attaining a final set. Grinding to eliminate ponding will be allowed on a very limited basis. Contractor will not be allowed to use grout or other concrete patch matching material to correct grade breaks or to refinish exposed concrete aggregate.
- G. Forms shall remain in place a minimum of two days after placing of concrete, however in some instances (such as on inlet tops), forms may be required to remain a minimum of seven days. Once forms are removed, the area surrounding or abutting the new concrete shall be backfilled within 24-hours.
- H. The Contractor shall be responsible for all costs to construct pay items and must furnish their

own dump site for waste material removed.

- I. The City of North Richland Hills Street Division will furnish asphalt street repairs.
- J. The contractor is responsible for all property restoration (yards, street right-of-ways). This includes backfilling, top-soil, grass, mail boxes, irrigation systems, sprinkler heads, sign posts, signs or any other structures located on property or in the street right-of-way. No separate pay for restoration.
- K. Backfill material and top-soil shall be approved by the Public Works Department. The contractor is responsible for readjustment of sprinkler heads, mailboxes or any landscaping to match new grades at the repair site.
- L. The yard or street right-of-ways shall be restored to the original condition or better using sod of the same type grass that was removed from that area. All spoil dirt shall be removed from the surrounding area. The new sod shall be laid edge to edge to give full coverage unless property owner request gaps be left between the sod pads. Cut-in edges of pads to match existing ground elevations. The new sod pads shall be laid brick layer staggered fashion to prevent erosion.
- M. If yard restoration occurs during the non-growing months of November to March, a winter grass such as rye shall be planted to hold the soil. The Contractor shall complete the yard restoration by planting the new sod in the month of April. Working day charges will be stopped when the project is substantially complete, but two percent (2%) of the contract price will be retained until new sodding and yard restoration is complete. If sodding and yard restoration is not completed by April 15, working day charges will be resumed on April 16, and will continue until yard restoration is complete.
- N. If yard is equipped with an irrigation system, caution should be taken to preserve the system. If a portion of the irrigation system is damaged, it will be the responsibility of the Contractor, as part of the yard restoration, to repair or replace all broken parts and have the owner test the repaired system. No direct payment shall be made for the yard restoration. All irrigation damages, repairs or relocations shall be done by a licensed irrigation company or person. No separate pay for irrigation repair.
- O. Impervious membrane curing compound shall be applied uniformly to the concrete promptly after the surface water sheen has disappeared. The membrane shall be in one application at a rate of not less than that recommended by the manufacturer. The concrete surface to which membrane curing compound has applied shall be protected from abrasions or damage, which results in perforation of the membrane film during the first seventy-two (72) hours after application.
- P. No direct payment shall be made for furnishing and applying curing compound. Payment shall be included in the price bid for related items.
- Q. Contractor shall be responsible for supplying and replacing the barricades and shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). No direct payment shall be made for the supplying and replacing of barricades. Payment shall be included in the unit price bid for related items.
- R. The Contractor shall repaint curb addresses on the new curb returns, if the addresses were painted on the old driveway curb returns. Paint color and/or size shall match original. No direct payment shall be made for painting curb addresses.
- S. The contractor shall submit to the Public Works Department an elevation profile for each

specific repair location. The elevation profile shall be submitted on standard approved plan sheets and shall reflect the existing grades and the new proposed grades. All elevation points shall be a maximum of 5 feet apart longitudinal and transverse. A bench-mark shall be established at all locations of repairs. Approval of the elevation profile shall be made prior to the start of repairs. The contractor shall submit to the Public Works Superintendent, an elevation profile for yard restoration or landscaping. The profile may also include any other associated areas in order to make the correct repair.

- T. All concrete and asphalt adjacent to the repair site will be saw cut as marked by the Public Works Department. Asphalt will be saw cut to create a repair so that once the asphalt is excavated and replaced a match will be made to the new grade of the repair. All pavements will be saw cut to a minimum of 4 inches in depth. The greater the change in grade of the repair, the more saw cutting of the pavement will be required.
- U. Some repair areas will require the contractor to saw cut the pavement area beyond the actual repair point. This saw cutting will allow the Public Works Department to remove the pavement area and replace to match the new grade of the actual concrete repair point.
- V. It is the contractor's responsibility to minimize sediment travel onto adjacent property or streets. Erosion control must be in place as shown on the plans or as directed by the Street Supervisor. The erosion control is to be maintained until sod has been established.
- W. The contractor shall remove all excess spoils from the road. There will be no overnight stock piling of materials either new or spoiled within the Public Rights of Way without prior approval.

EXPLANATION OF BID ITEMS

ITEM 1: REMOVE AND REPLACE VALLEY GUTTER

Saw-cut and remove existing valley gutter and construct new Class A (3,000 psi-28 day) concrete valley gutter to city standards. See Figure 9P.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price "per square foot" valley gutter removed and replaced, and shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work, including pavement saw cuts. The payment for curbs on valley gutters to be included in the unit price bid for valley gutters based on the top of curb area in square feet.

ITEMS 2 - 3: REMOVE AND REPLACE REINFORCED 4" or 5" CONCRETE SIDEWALK

Saw-cut and remove existing sidewalk and construct new 4" and 5" thick concrete sidewalk. Reinforced concrete sidewalks, including reinforcing steel, shall be constructed in accordance with City details. Reinforced concrete paving shall be constructed with 3,000 psi Class "A" Portland Cement Concrete. One (1") inch thick layer of cushion sand under the sidewalk is subsidiary to the unit price of the sidewalk. Light broom finish will be required.

The Contractor shall be responsible to ensure all sidewalk construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of sidewalks which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price "per square foot" of sidewalk removed and replaced, and shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work, including pavement saw cuts.

ITEM 4: CONSTRUCT BARRIER-FREE CURB RAMP

Saw-Cut and remove existing curb & gutter and sidewalk as required and construct new concrete barrier-free ramp. Concrete for curb ramps shall be constructed with 3,000 psi Class "A" Portland Cement Concrete with 5 sacks of cement per cubic yard, with a maximum slump of 5 inches. Rebar shall be #3 bars spaced at 18" o.c.e.w. Finished concrete shall have light broom finish.

The Contractor shall be responsible to ensure all barrier free ramp construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of the barrier free ramp which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense. When needed, prefabricated truncated dome mats will be used for the detectible warning surface. Pavers are not allowed.

MEASUREMENT AND PAYMENT: Payment for this item shall be on a "per-each" basis furnished and installed and shall include all concrete, reinforcement, formwork, truncated domes, monolithic curb, labor, materials, and incidentals necessary to complete the work per provided details. Includes saw cuts.

ITEM 5: REMOVE AND REPLACE CONCRETE CURB AND GUTTER

Where removal cannot be terminated at a joint, a saw cut shall be made at no extra cost to the Owner. Any existing reinforcing steel, extending from the concrete which is not removed into that which is removed, shall be retained for a length of 30 diameters into the new concrete.

The CONTRACTOR shall exercise appropriate care not to damage other improvements in the process, and the CONTRACTOR shall be responsible for correction of any such damage caused during the removal process. All material removed shall become the property of the CONTRACTOR and be disposed in accordance with local, state and federal guidelines.

Saw-cut and remove existing curb & gutter and construct new Class A (3,000 psi-28 day) concrete curb & gutter. Concrete curb and gutter shall be constructed in accordance with Item 305.1 of the COG Specifications and City Specifications (see Figure 2P) and shall consist of a 6-inch wide by 6-inch tall concrete curb and either 18-inch or 24-inch wide gutter section, to match the existing gutter width. Finished concrete shall have light broom finish.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per linear foot, as measured along the face of the curb or the gutter line and shall include the cost of saw cutting complete in place and include all removal, haul-off, concrete, reinforcing steel, form work, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals.

ITEM 6: REMOVE AND REPLACE DRIVEWAY FLOW LINE

Saw-cut and remove existing driveway flow line and construct new Class A (3,000 psi-28 day) concrete driveway flow line.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per linear foot, as measured along driveway flowline and shall include the cost in place of all saw cutting, removal, haul-off, concrete, reinforcing steel, form work, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals.

ITEM 7: REMOVE AND REPLACE RESIDENTIAL DRIVEWAY APPROACH

Saw-cut and remove existing driveway approach and construct new 5" Class A (3,000 psi-28 day) concrete driveway approach. Limit of driveway approach is from the street asphalt concrete pavement to the property line. Finished concrete shall have light broom finish. See figures 11P-1 & 11P-2

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square foot, and shall include the cost in place of all saw cutting, removal, haul-off, concrete, reinforcing steel, form work, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals.

ITEM 8: REMOVE AND REPLACE COMMERCIAL DRIVEWAY APPROACH

Saw-cut and remove existing driveway approach and construct new 6" Class A (3,000 psi-28 day) concrete driveway approach. Limit of driveway approach is from the street asphalt concrete pavement to the property line. Finished concrete shall have light broom finish. See figure 12P

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square foot, and shall include the cost in place of all saw cutting, removal, haul-off, concrete, reinforcing steel, form work, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals.

ITEM 9: REMOVE AND REPLACE INLET EAR

Saw-cut and remove existing inlet ear (the curb leading into the box) and construct new Class A (3,000 psi-28 day) concrete inlet ear consistent with

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per linear foot, as measured along the curbline from inlet opening and shall include the cost in place of all saw cutting, removal, haul-off, concrete, reinforcing steel, form work, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals.

ITEMS 10 - 13: REMOVE AND REPLACE CONCRETE PAVEMENT 5" – 8" INCH THICK

Saw-cut and remove existing pavement and construct new Class A (3,600 psi- 28 day) concrete pavement. Finished concrete shall have light broom finish. The finished concrete pavement construction under these specifications is expected to meet certain quality standards for surface of the concrete including the durability, texture, riding surface and appearance.

The surface must be durable, firm, dense and well bonded to the aggregate to maintain an appearance and texture that is satisfactory to the Owner. Concrete pavement having a poor surface that has spalled (exposed aggregate) due to poor quality paste, high water-cement ratio, over-vibration, improper curing, extreme weather or any other reason, or does not have a satisfactory riding surface shall be removed and replaced at the Contractor's expense. It is extremely important that the pavement have a good riding surface, free from undulations and rough joints.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square foot, complete in place and include all saw cutting, removal, haul-off, concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square foot for concrete pavement shall be made to the back of curbs. No separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed.

ITEM 14: REMOVE AND REPLACE STANDARD TEN FOOT CURB INLET

Saw-cut and remove existing curb inlet and construct new concrete curb inlet. Storm drain inlets shall be constructed in accordance with Items 502.12 and 702 of the COG Specifications and City Specifications. All inlets shall be cast-in-place. Concrete for inlet shall be Class "A" with a minimum 5 sacks per cubic yard of cement content and a 3,000 psi compressive strength when tested at 28 days. See Figures 16D-1, 16D-2 & 16D-3.

MEASUREMENT AND PAYMENT: Payment for Standard Curb Inlets shall be on a "per each" basis and shall include saw cutting, removal, haul-off, excavation, backfill, form work, concrete, reinforcing steel, ring and lid, and labor to perform the work. Existing curb removal and replacement where applicable is incidental to this bid item.

ITEM 15: REMOVE AND REPLACE STANDARD TEN FOOT CURB INLET TOP

Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi- 28 day) concrete curb inlet top. Storm drain inlets shall be constructed in accordance with Items 502.12 and 702 of the COG Specifications and City Specifications. See Figures 16D-1, 16D-2 & 16D-3.

MEASUREMENT AND PAYMENT: Payment for Standard Curb Inlet Top shall be on a "per each" basis and shall include saw cutting, removal, haul-off, excavation, backfill, form work, concrete, reinforcing steel, ring and lid, and labor to perform the work. Existing curb removal and replacement where applicable is incidental to this bid item.

ITEM 16: REMOVE AND REPLACE VARIABLE WIDTH CONCRETE FLUME

Saw-cut and remove existing concrete flume and construct new Class A (3,000 psi- 28 day) concrete flume to match previous flume width, invert, and curb height. Curb height shall not exceed 12". See Figure 5D.

MEASUREMENT AND PAYMENT: Payment for Concrete Flume shall be on a "per square foot" basis and shall include saw cutting, removal, haul-off, excavation, backfill, form work, concrete, reinforcing steel and labor to perform the work. Existing curb removal and replacement where applicable is incidental to this bid item.

ITEM 17: REMOVE AND REPLACE CHANNEL HEAD WALL

Saw-cut and remove existing channel head wall and construct new Class A (3,000 psi- 28 day) channel head wall. See Figures 3D, 6D, & 7D.

MEASUREMENT AND PAYMENT: Payment for Channel Head Wall shall be on a "per square foot of face" basis and shall include saw cutting, removal, haul-off, excavation, backfill, form work, concrete, reinforcing steel and labor to perform the work.

ITEM 18: FURNISH & INSTALL REINFOCED CONCRETE RETAINING WALL (8" – 18")

Retaining walls shall be constructed as shown on the plans and in NRH Detail 2012-11P4. Payment shall be by the linear foot of retaining wall. The integral sidewalk or driveway shall be paid for under those respective bid items. Reinforced concrete shall be constructed with 3,000 psi Class "A" Portland Cement Concrete. CONTRACTOR shall provide a sample of proposed painting technique to be used on the wall, which shall match the color scheme established on the existing Rufe Snow bridge over IH 820. Paint scheme / technique shall be approved by City representative prior to application.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per linear foot of retaining wall as measured along the face of wall, including excavation, concrete, reinforcing steel, filter fabric, drainage pipe or weep holes, form liner, and painting complete in place.

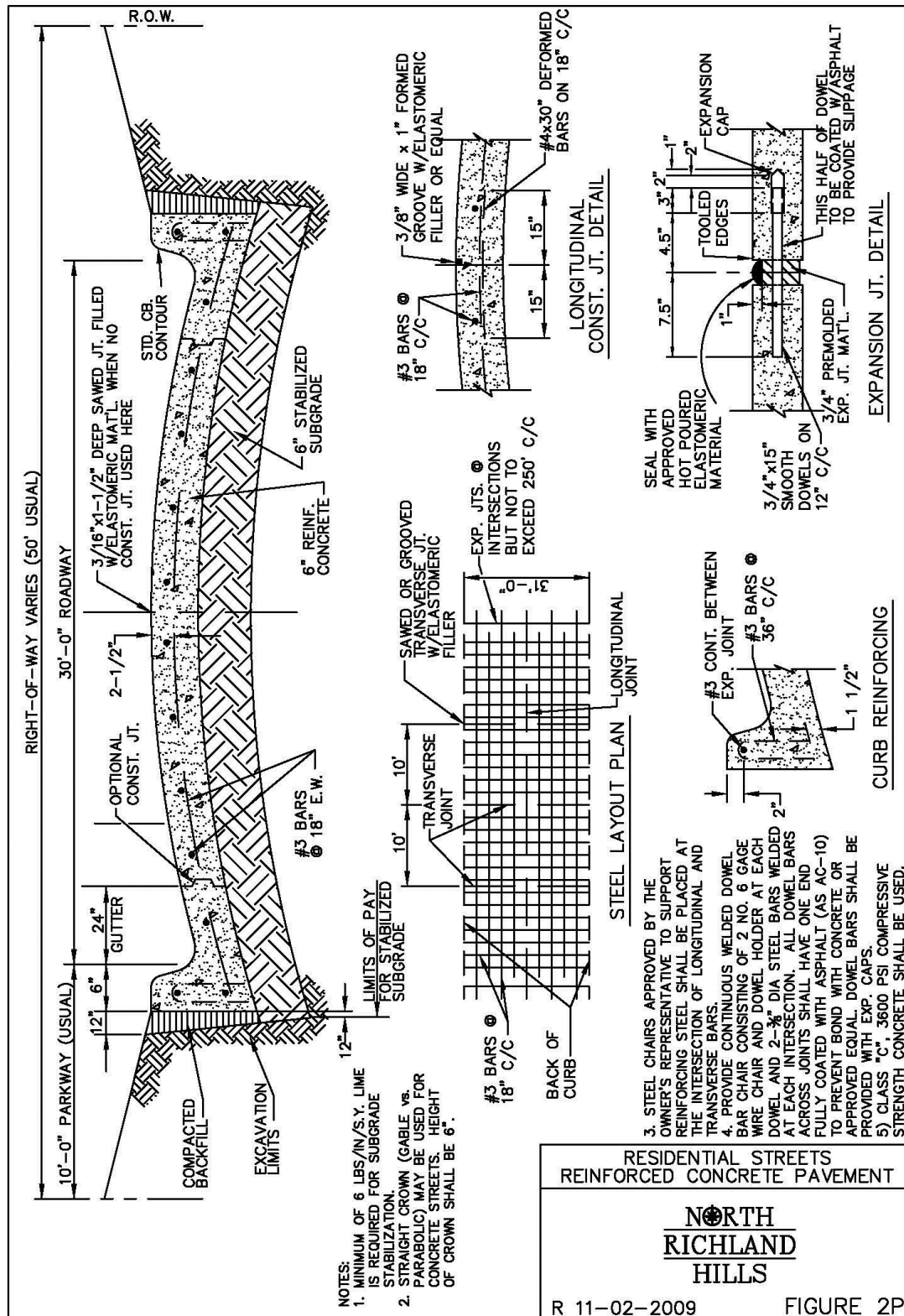
ITEM 19: FURNISH & INSTALL REINFOCED CONCRETE CHANNEL LINER

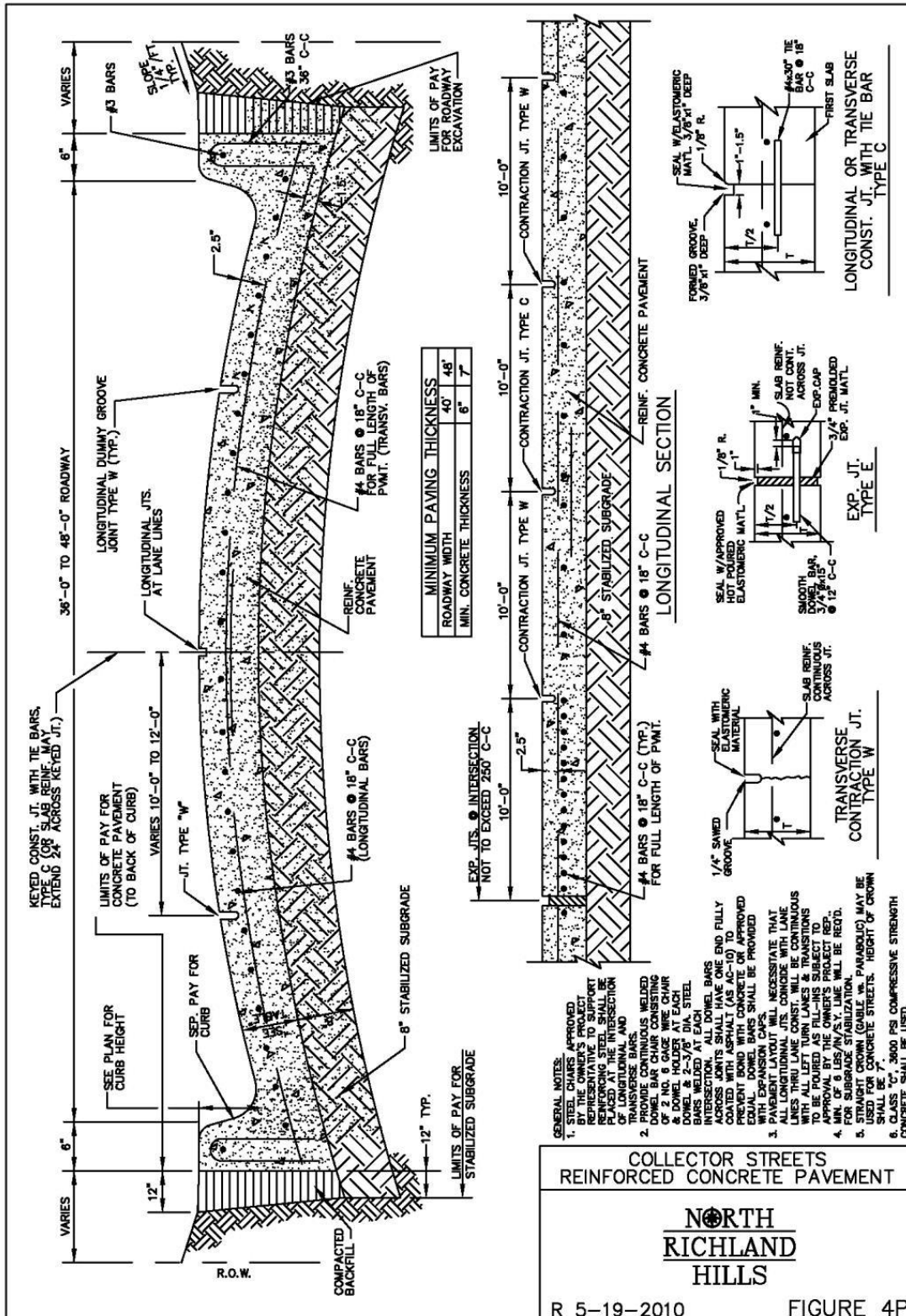
Saw-cut and remove existing reinforced concrete channel liner and construct new Class A (3000 psi-28 Day) reinforced concrete channel liner. Includes pavement saw cuts. See Figure 3D.

MEASUREMENT AND PAYMENT: Payment for Channel Liner shall be on a "per square foot" basis and shall include saw cutting, removal, haul-off, excavation, backfill, form work, concrete, reinforcing steel and labor to perform the work.

ITEM 20: MINIMUM FEE PER WORK ORDER

Minimum value of work to be performed for each contractor mobilization. This is not a pay item, but rather the contractor's determination of the scope of work expected for each city project or work order.



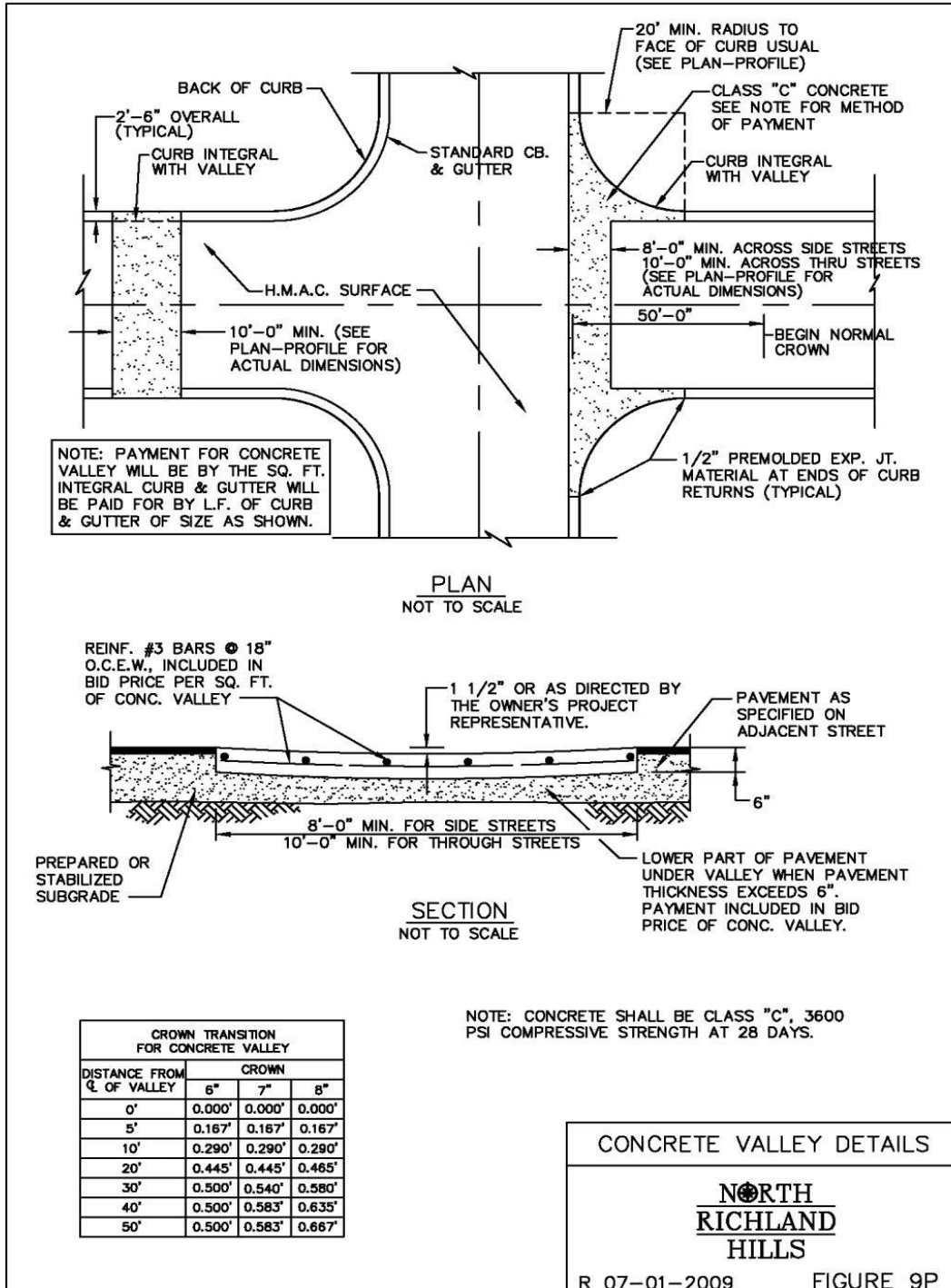


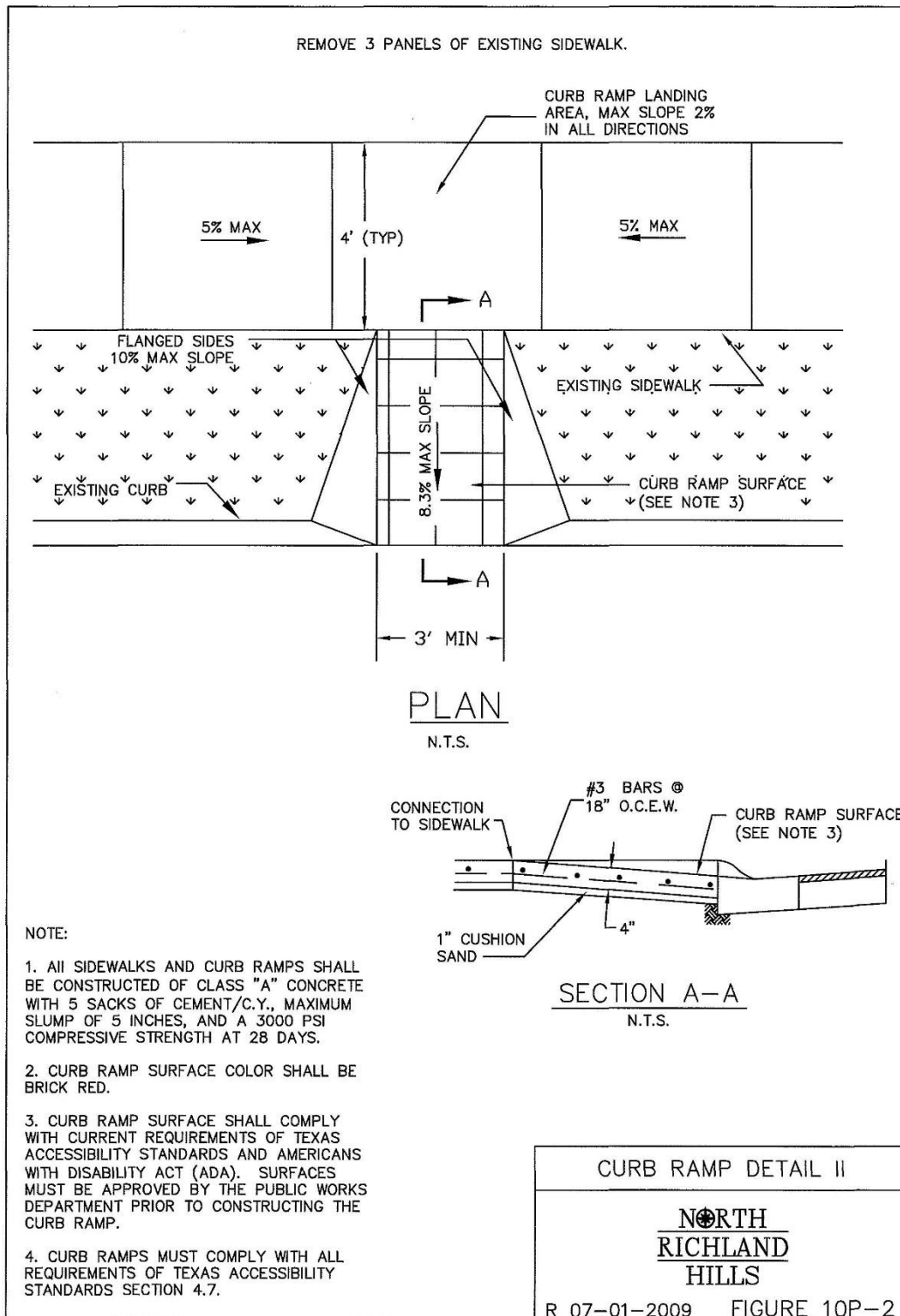
COLLECTOR STREETS
REINFORCED CONCRETE PAVEMENT

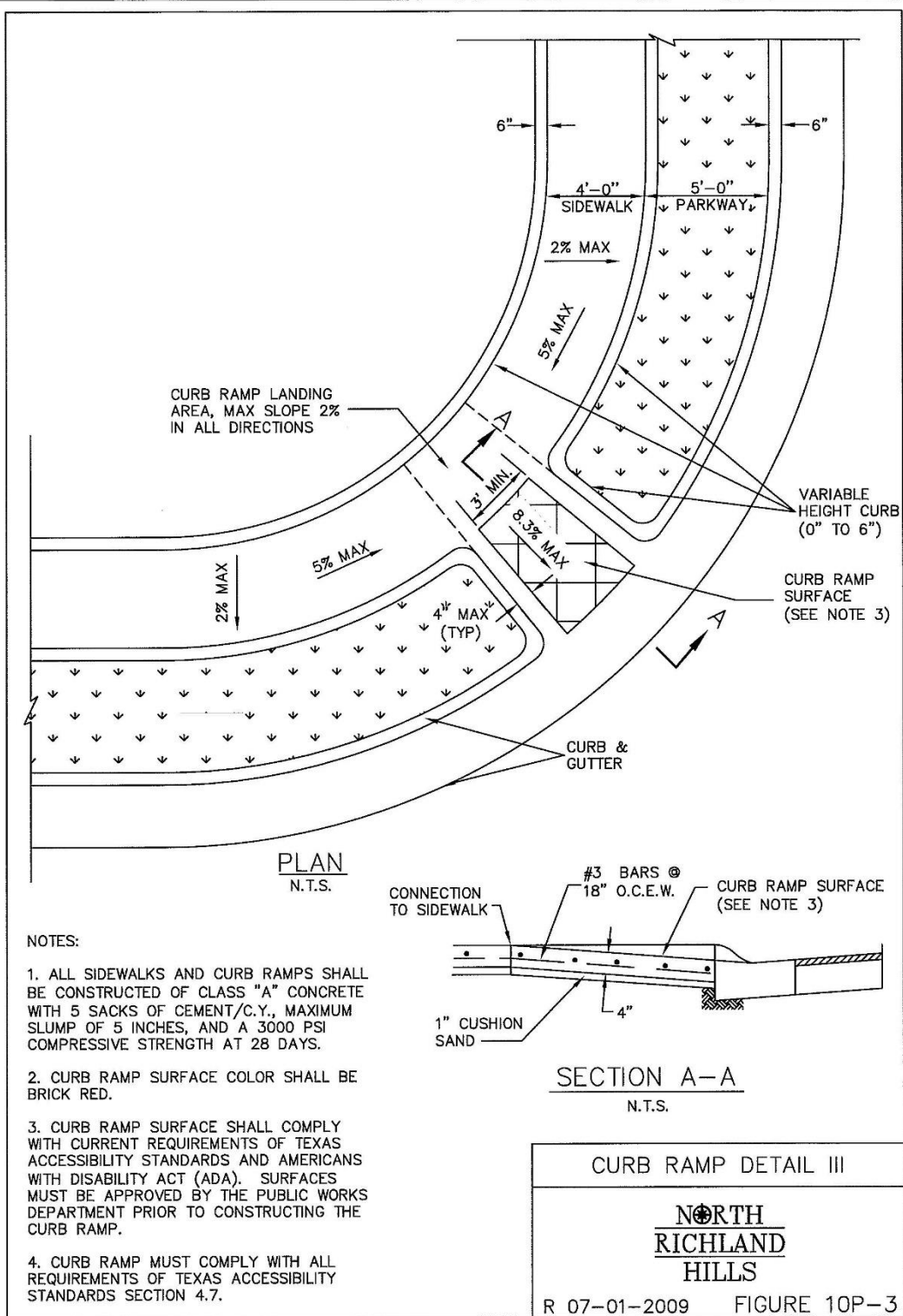
**NORTH
RICHLAND
HILLS**

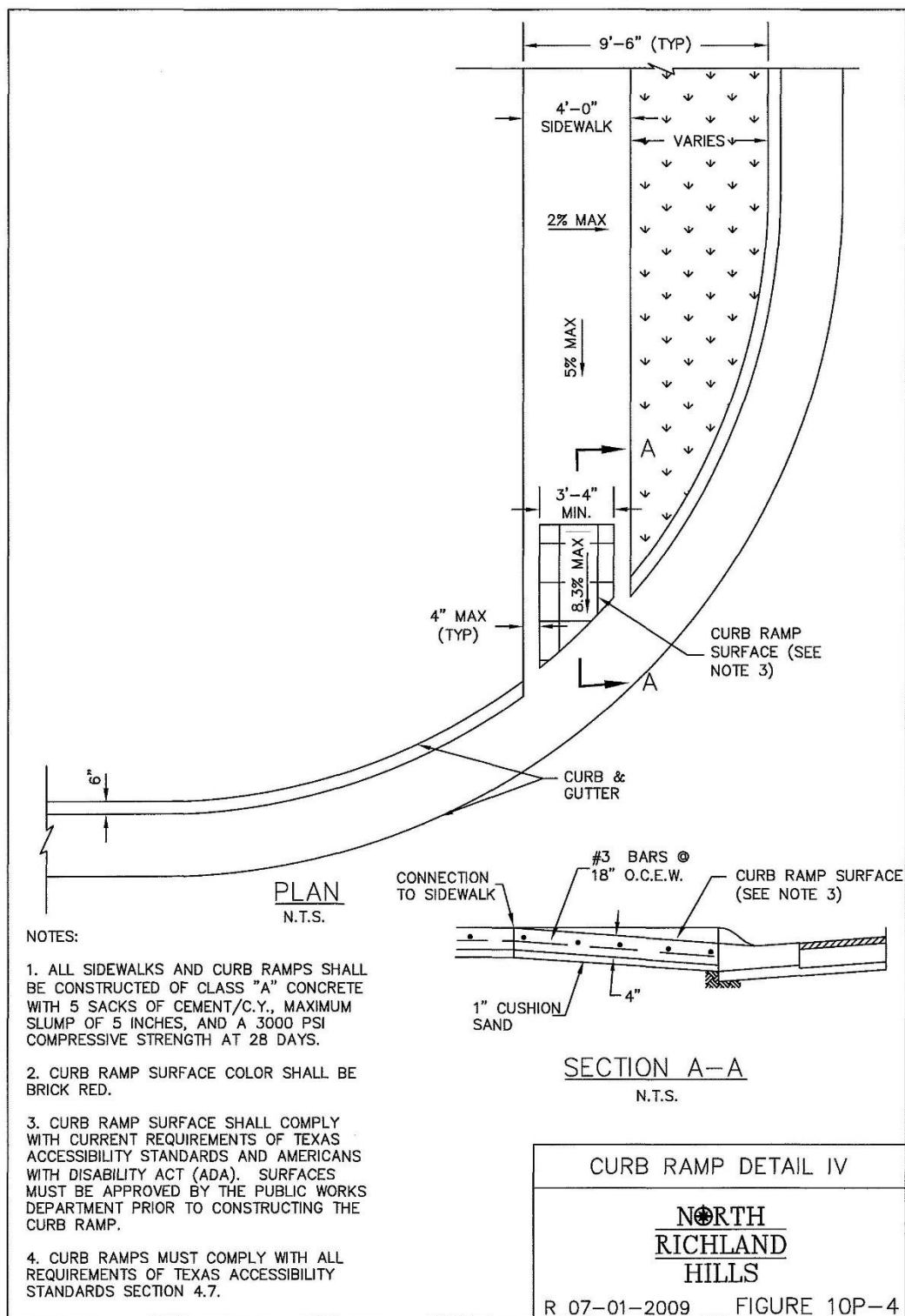
R 5-19-2010

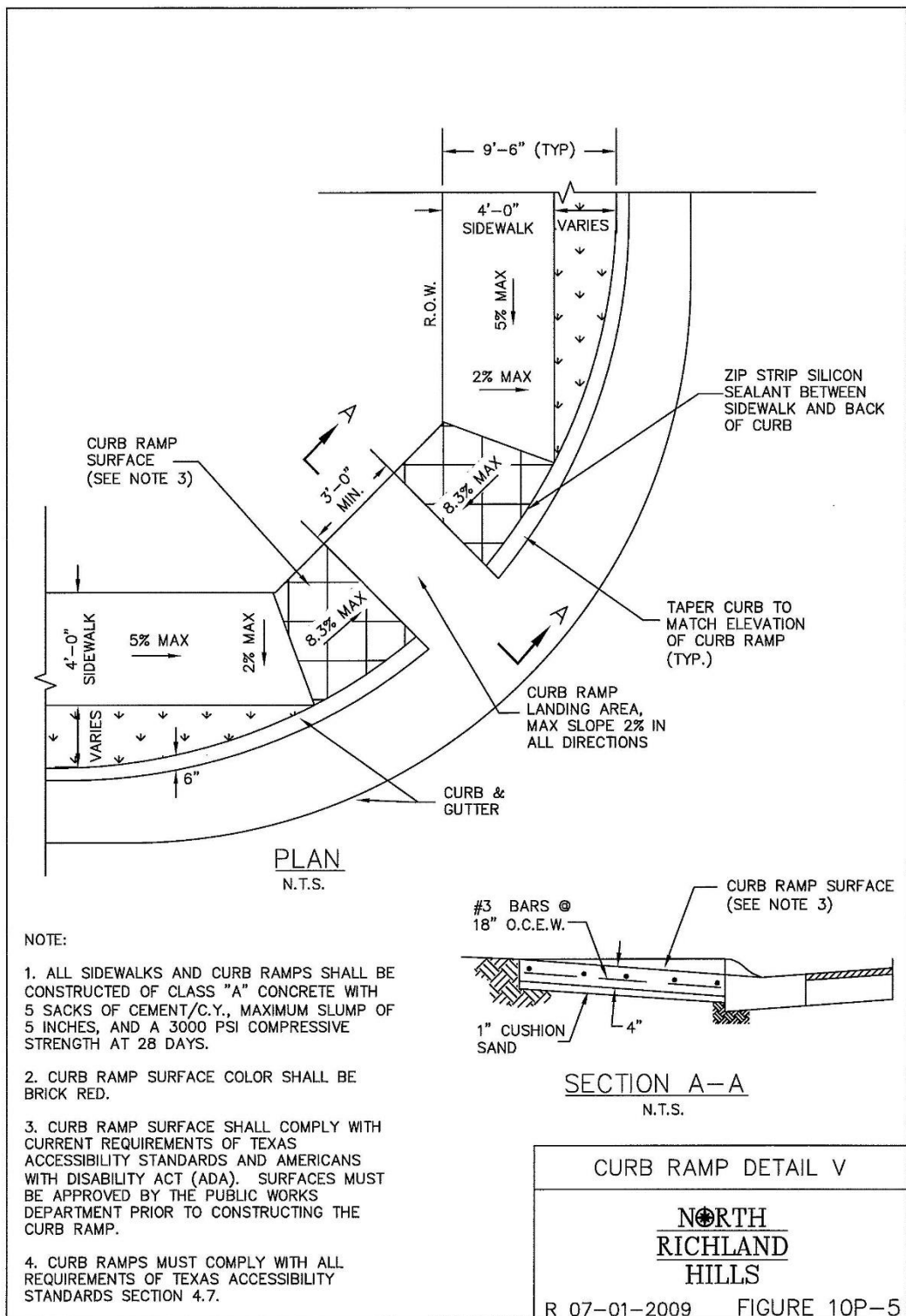
FIGURE 4P

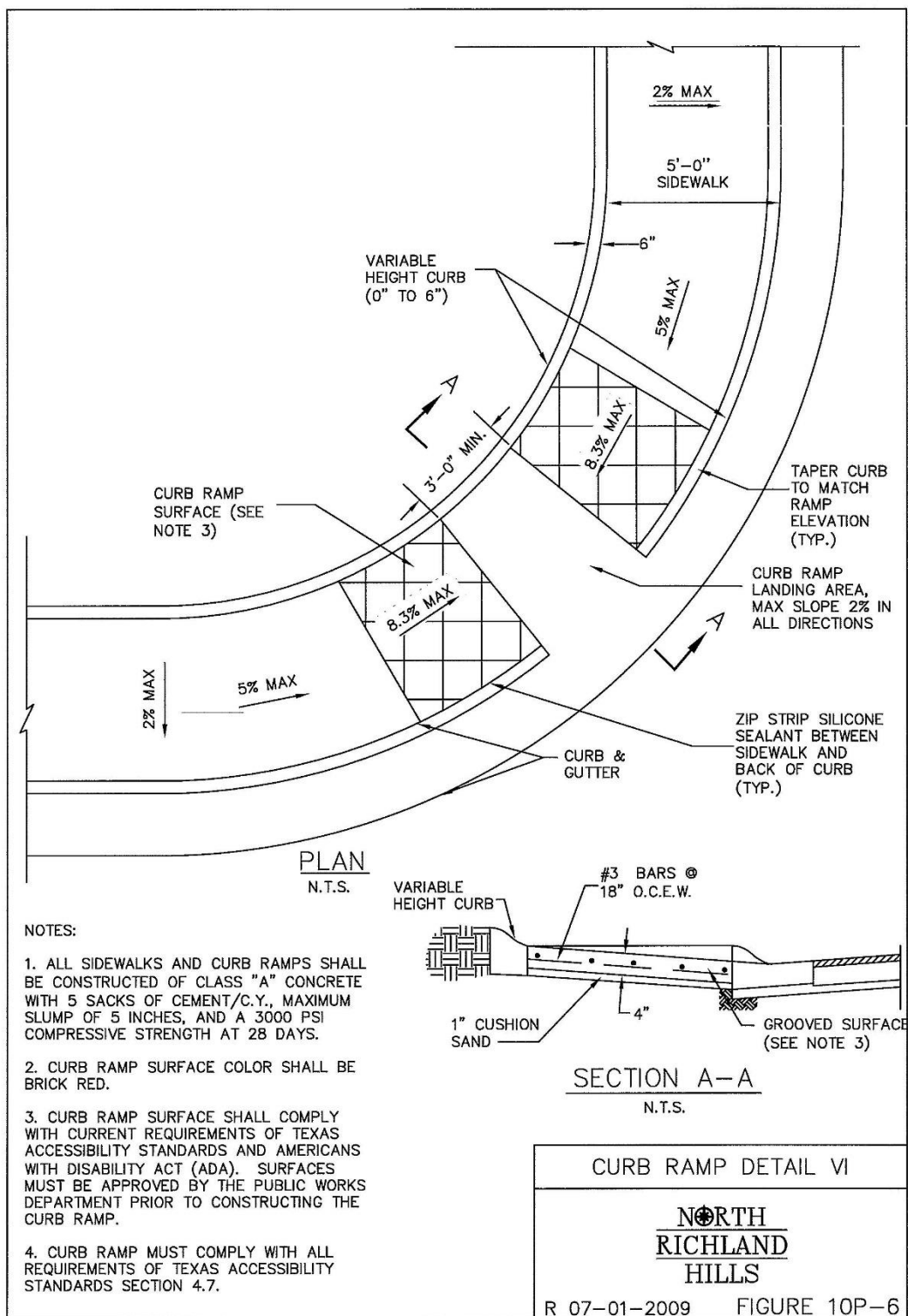


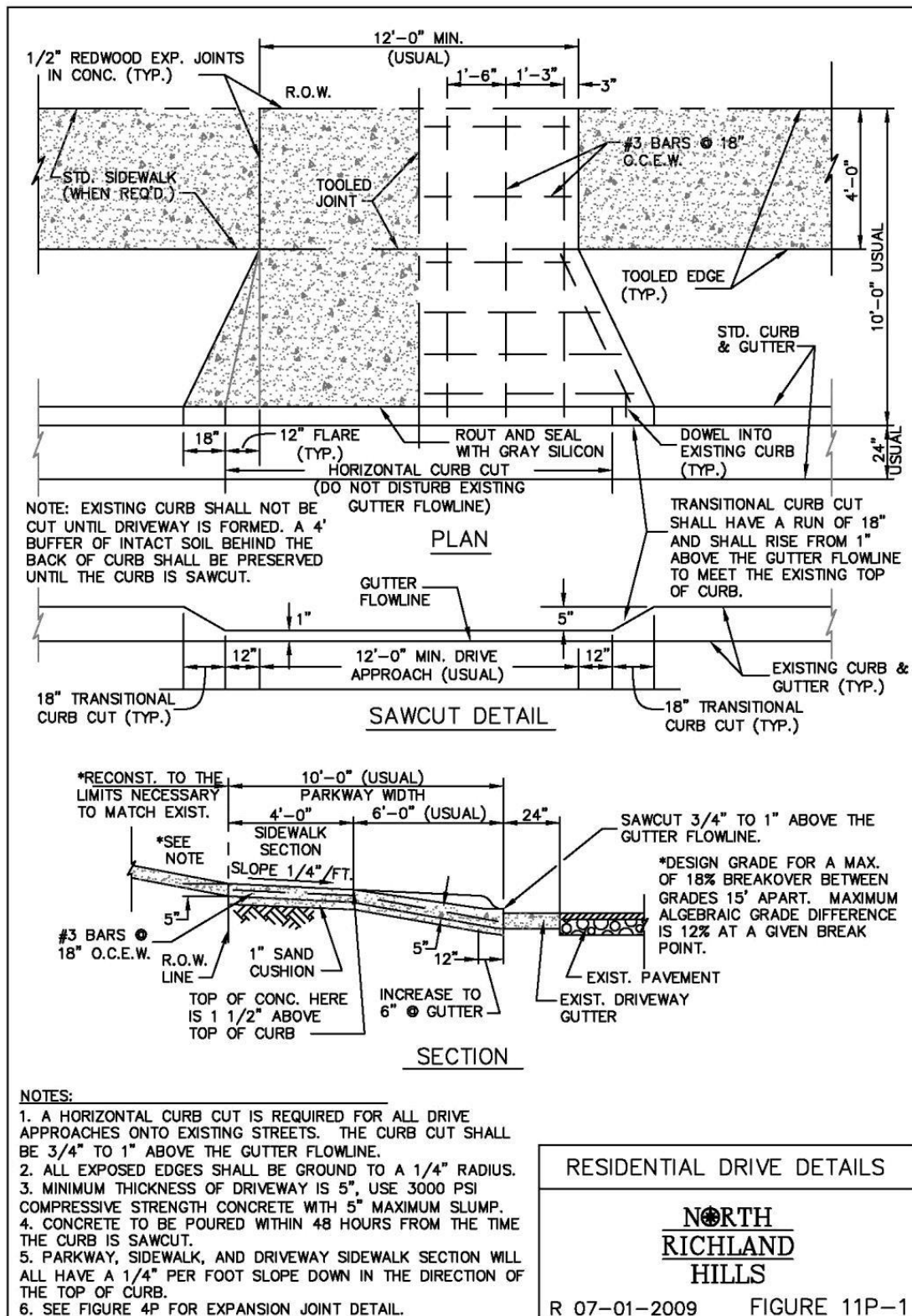


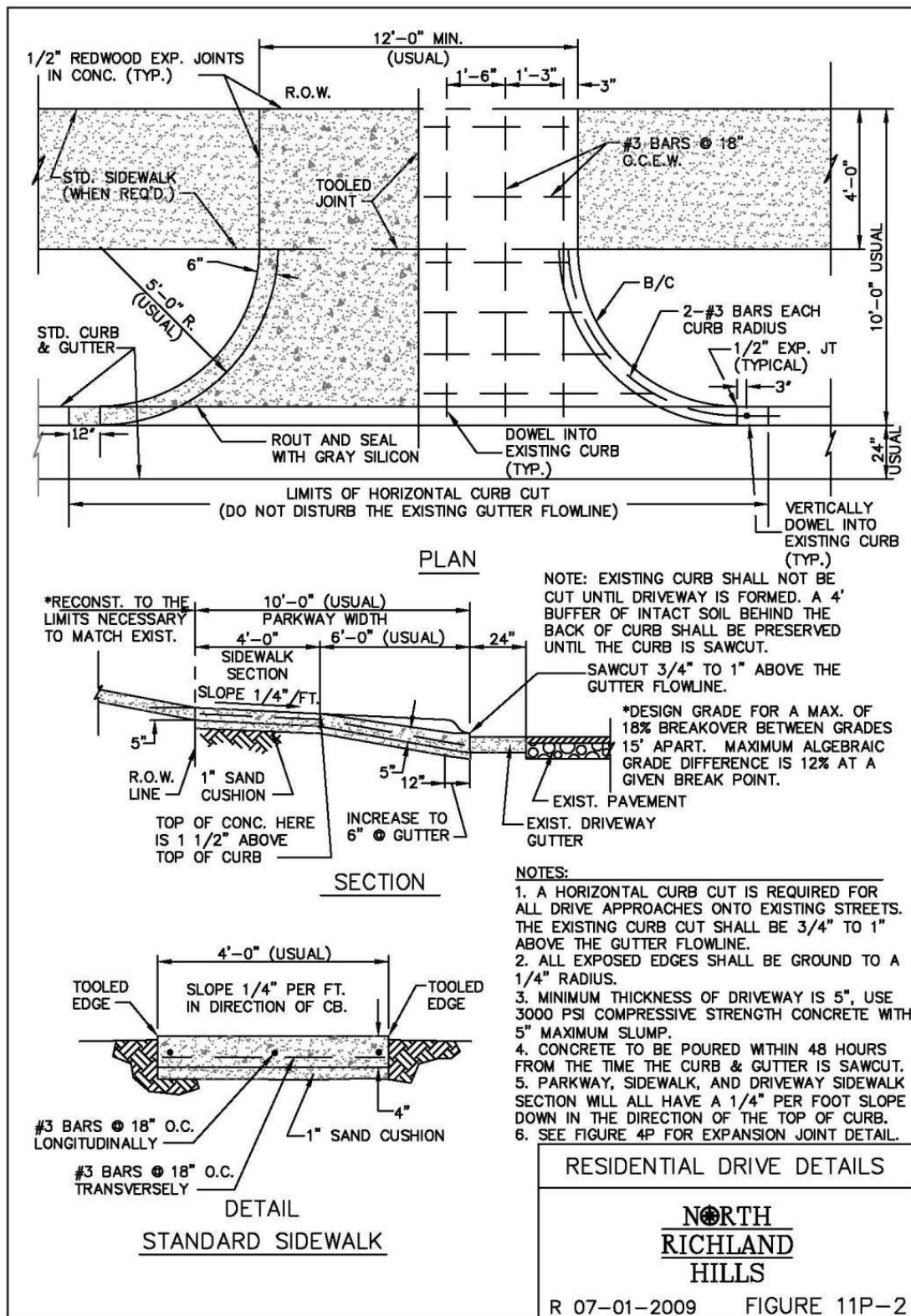


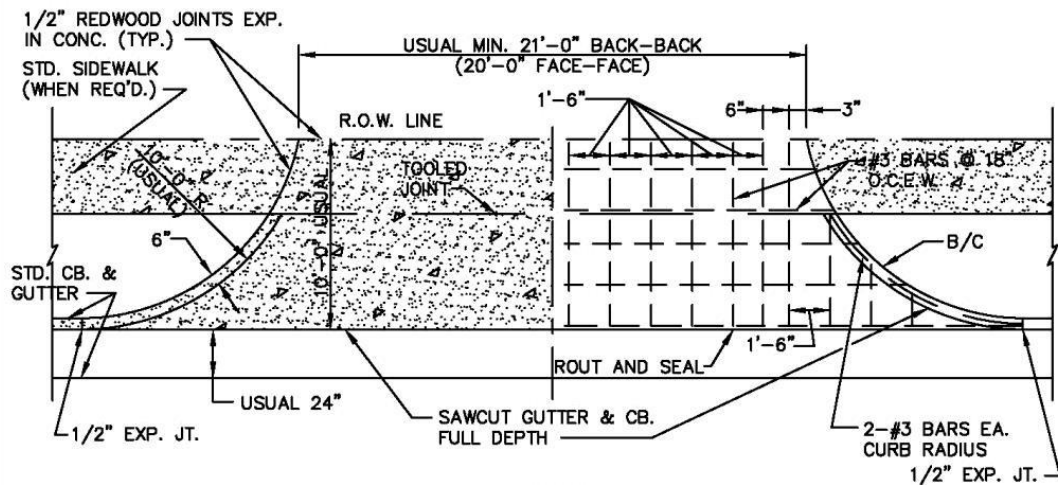






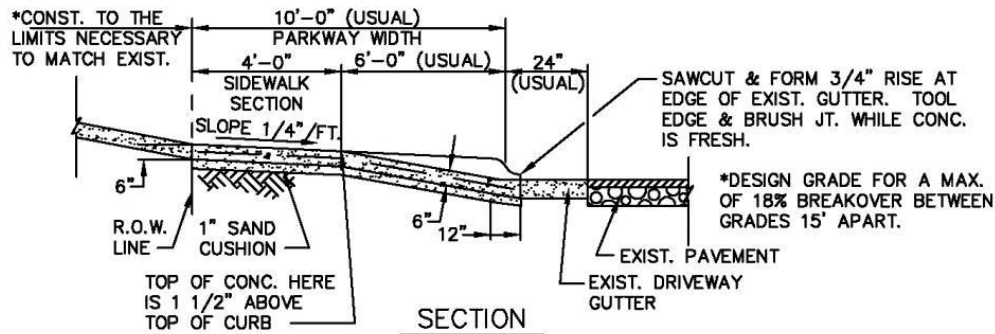




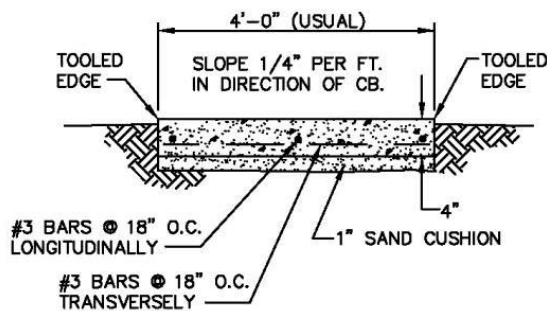


NOTE: IF GUTTER IS CRACKED, DRIVEWAY AND GUTTER MUST BE POURED MONOLITHICALLY.

PLAN



SECTION



DETAIL

STANDARD SIDEWALK

NOTES:

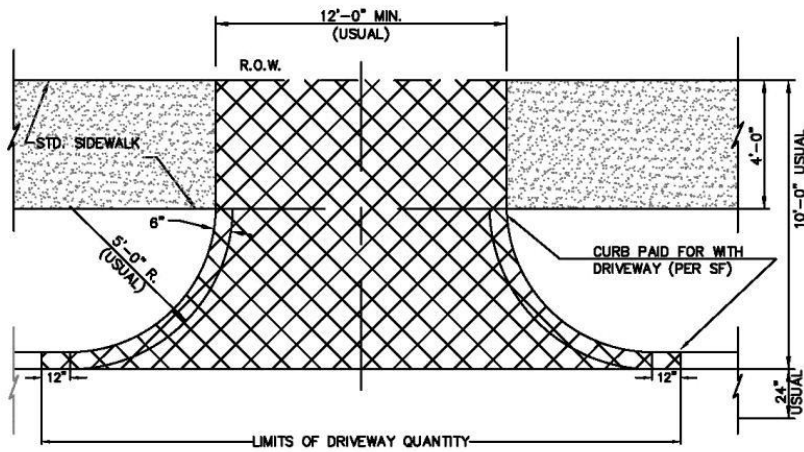
1. MINIMUM THICKNESS OF DRIVEWAY IS 6", USE 3000 PSI COMPRESSIVE STRENGTH CONCRETE WITH 5" MAXIMUM SLUMP.
2. CONCRETE TO BE POURED WITHIN 72 HOURS FROM THE TIME THE CURB & GUTTER IS SAWCUT.
3. PARKWAY, SIDEWALK, AND DRIVEWAY SIDEWALK SECTION WILL ALL HAVE A 1/4" PER FOOT SLOPE DOWN IN THE DIRECTION OF THE TOP OF CURB.
4. SEE FIGURE 4P FOR EXPANSION JOINT DETAIL.

COMMERCIAL DRIVE DETAILS

**NORTH
RICHLAND
HILLS**

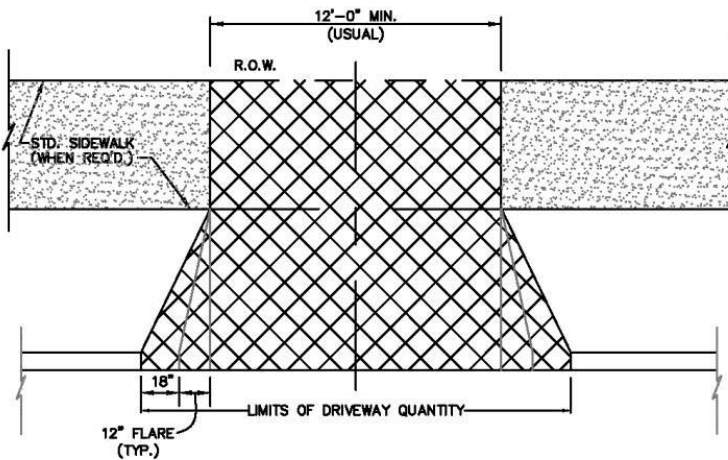
R 07-01-2009

FIGURE 12P



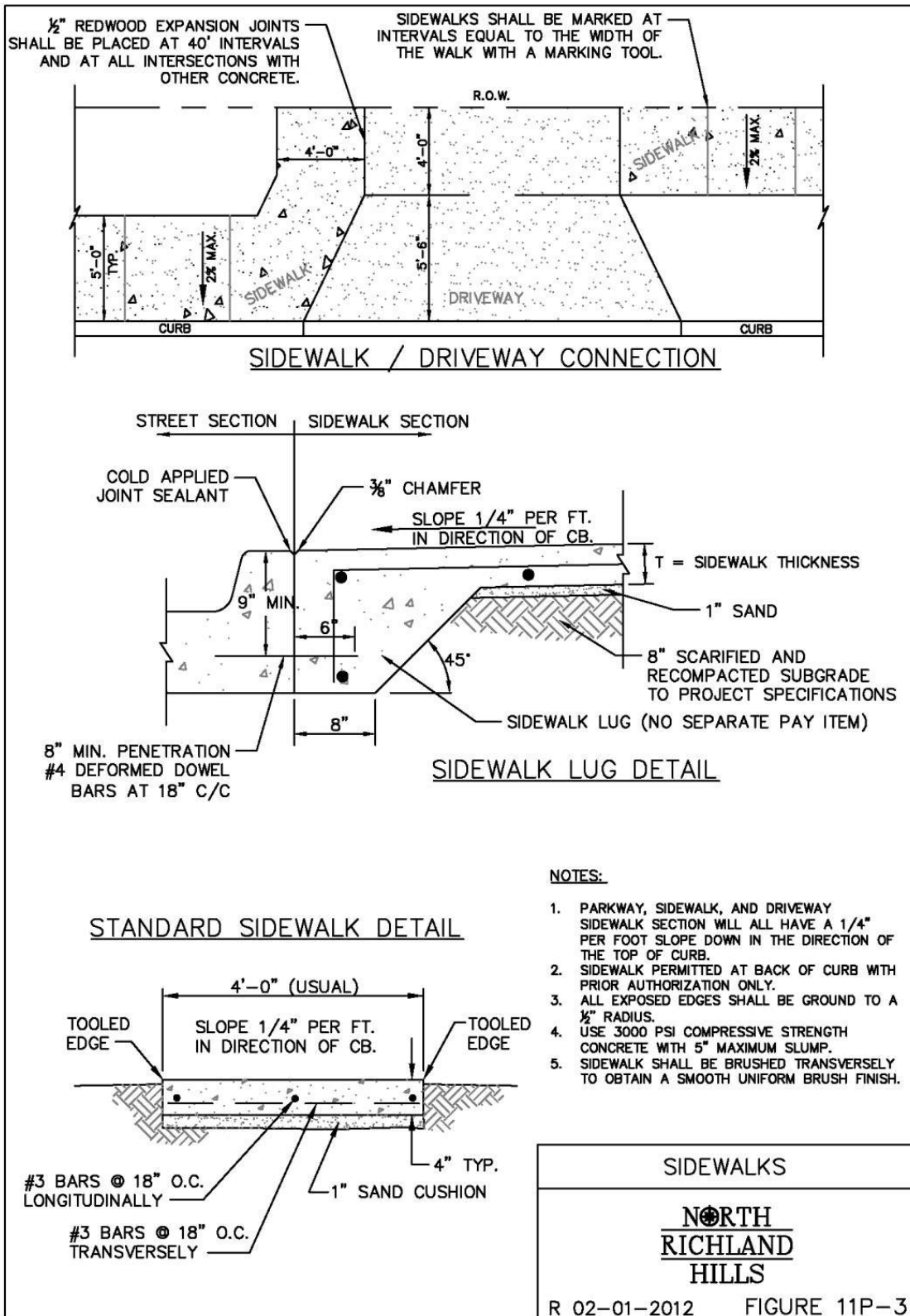
Driveway w/ Radius (Traditional)
Area - sf

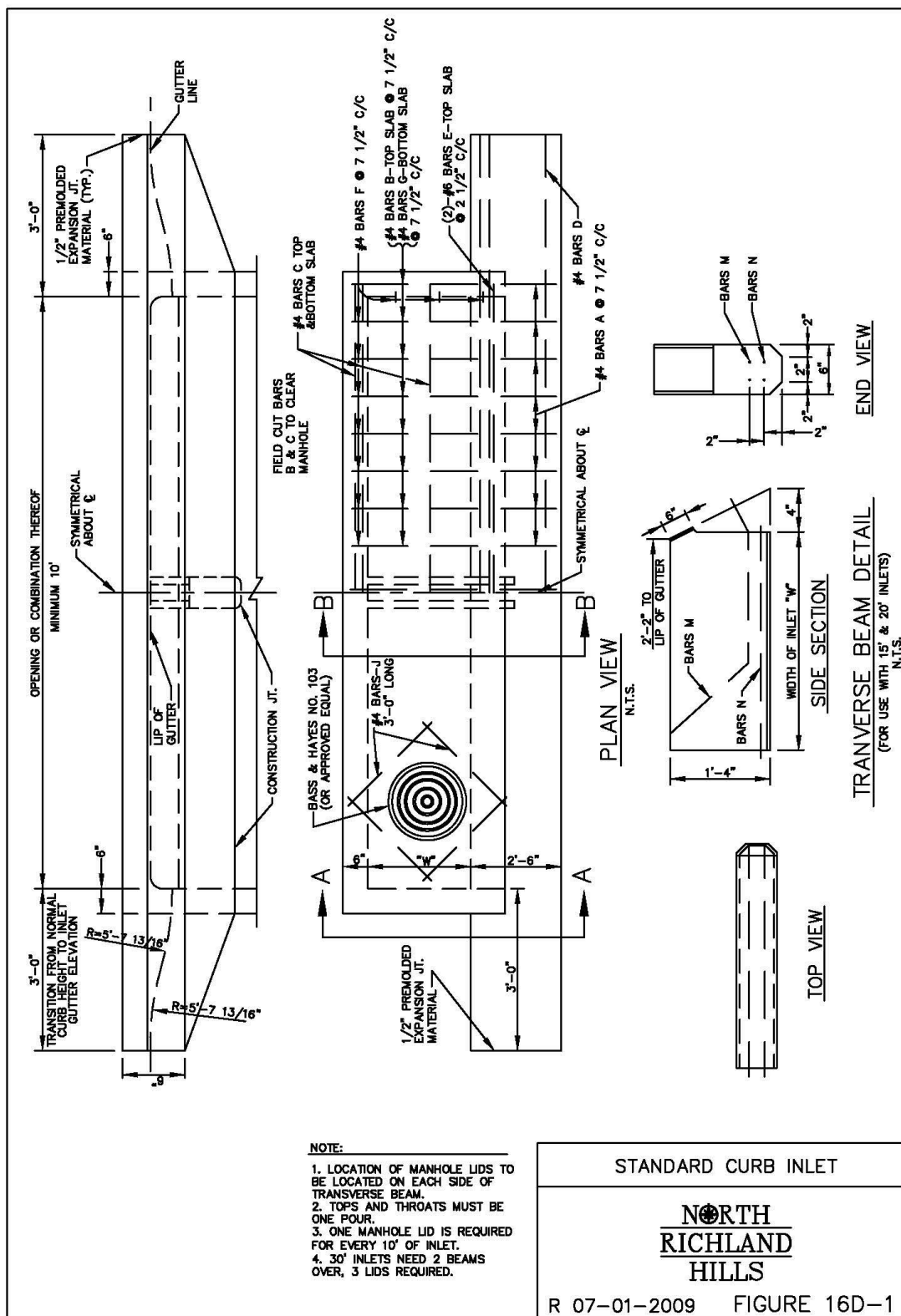
	Radius					
	5	10	15	20	25	30
12	134.21	169.31	222.72	295.88	364.02	435.16
14	154.21	189.31	242.72	315.88	384.02	455.16
16	174.21	209.31	262.72	335.88	404.02	475.16
18	194.21	229.31	282.72	355.88	424.02	495.16
20	214.21	249.31	302.72	375.88	444.02	515.16
22	234.21	269.31	322.72	395.88	464.02	535.16
24	254.21	289.31	342.72	415.88	484.02	555.16
26	274.21	309.31	362.72	435.88	504.02	575.16
28	294.21	329.31	382.72	455.88	524.02	595.16
30	314.21	349.31	402.72	475.88	544.02	615.16
35	364.21	399.31	452.72	525.88	594.02	665.16



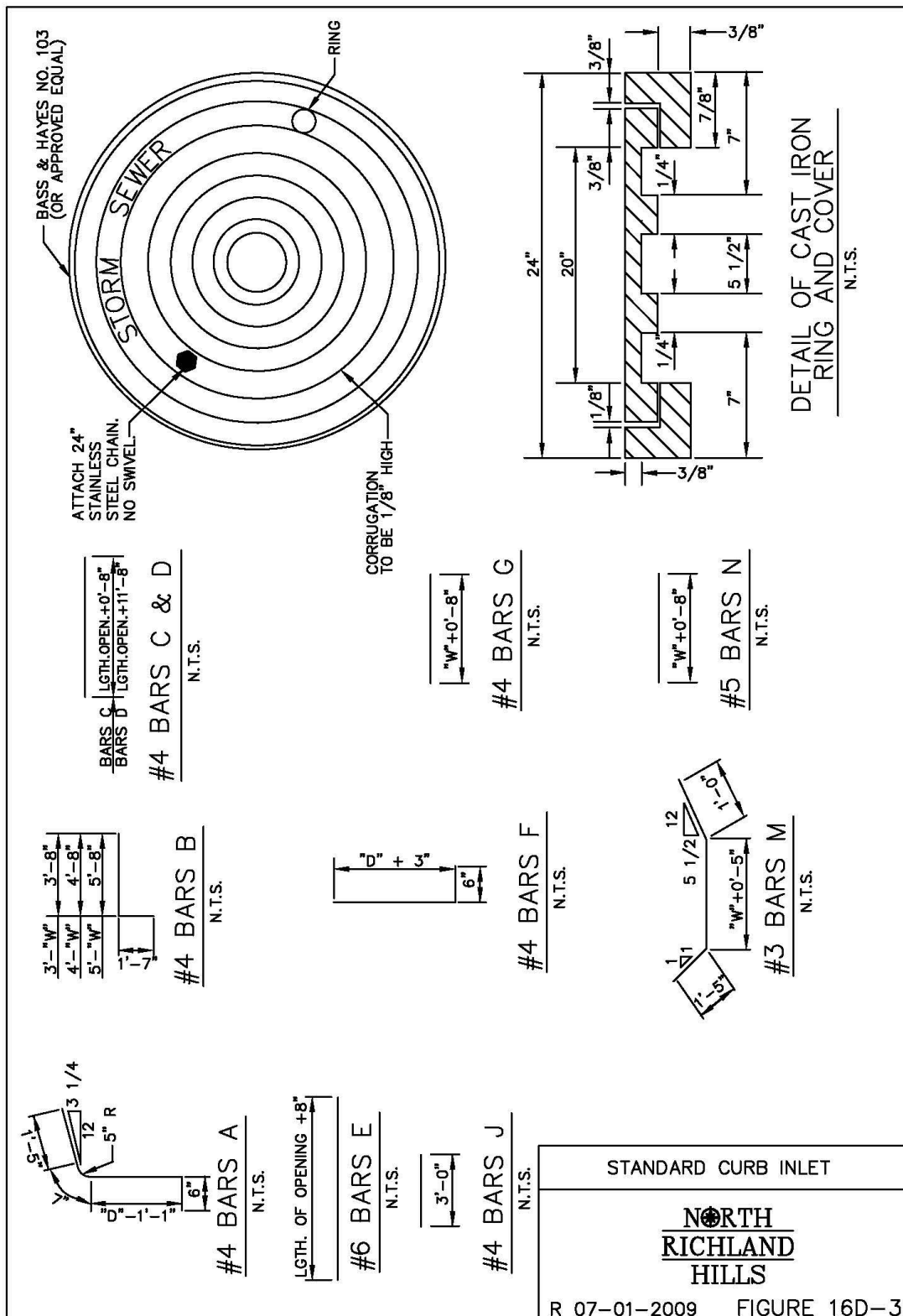
Driveway w/ Flares

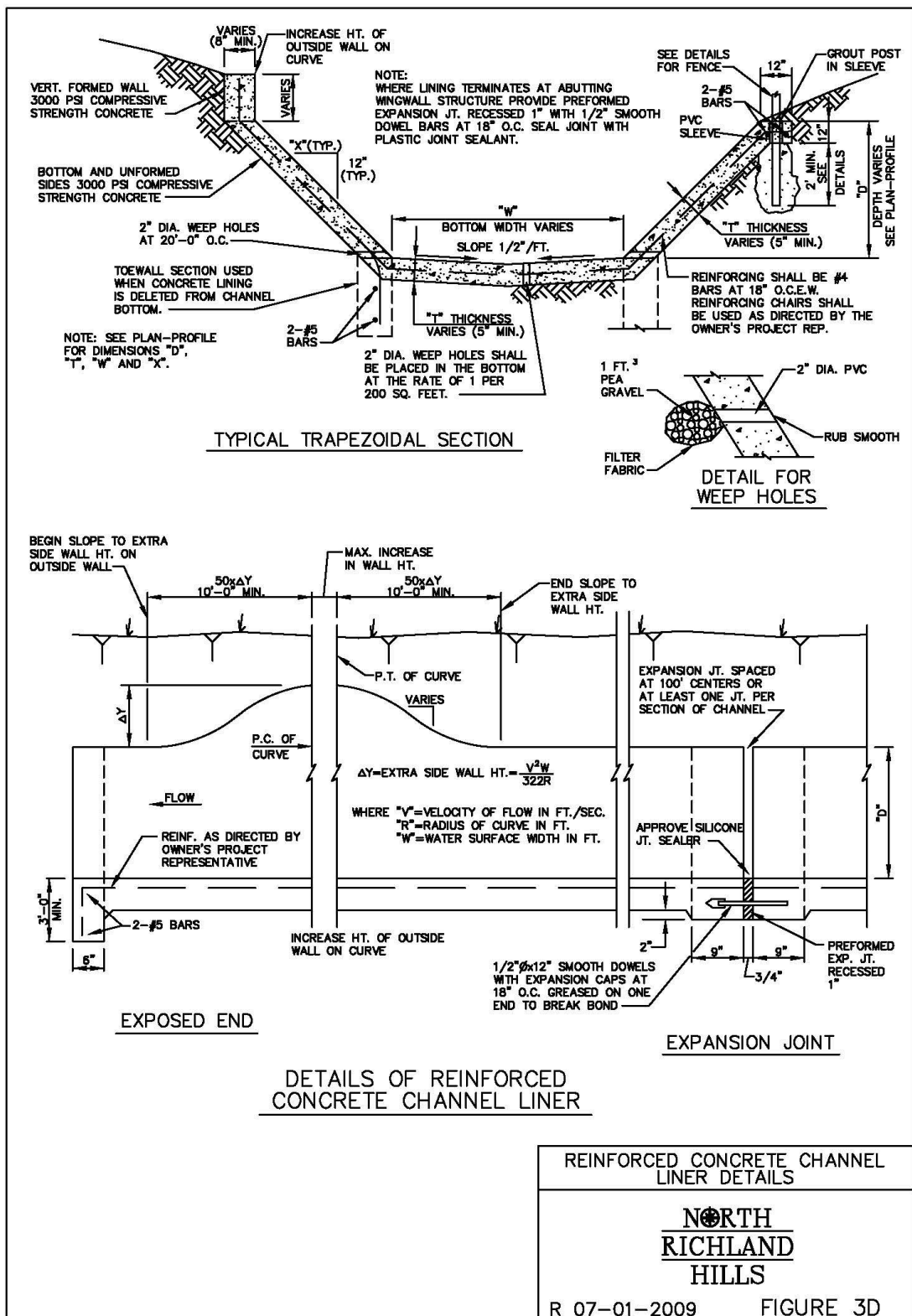
	Area (sf)
12	136.25
14	156.25
16	176.25
18	196.25
20	216.25
22	236.25
24	256.25
26	276.25
28	296.25
30	316.25
35	366.25

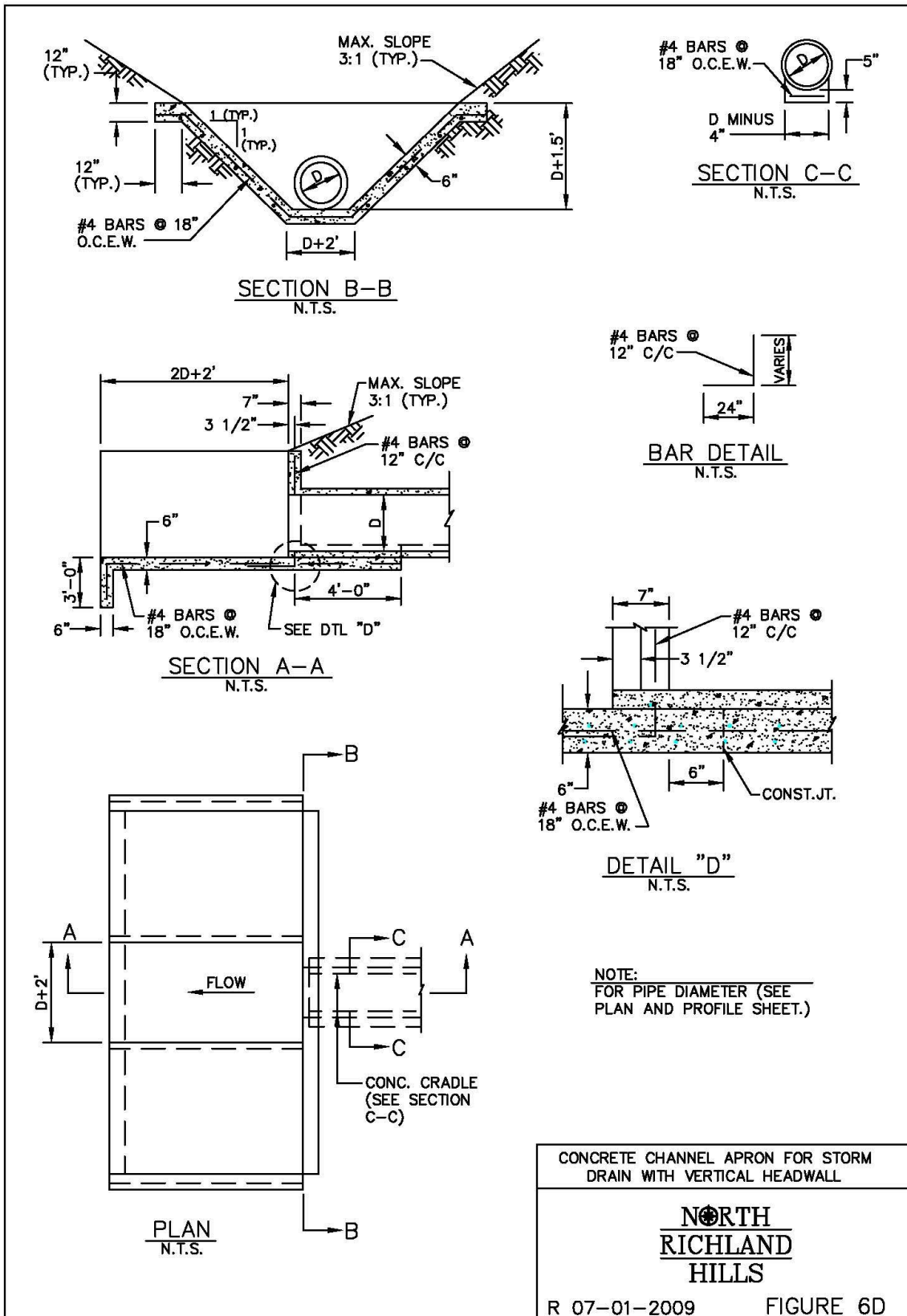


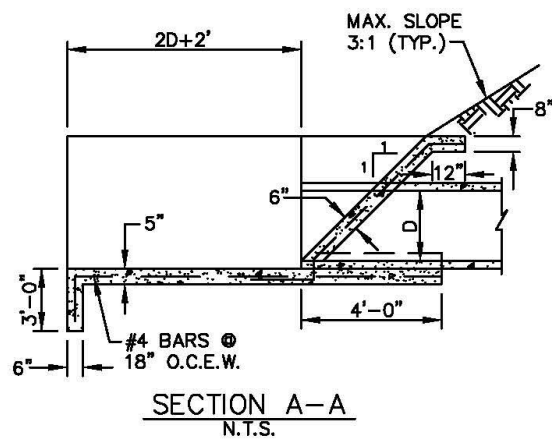
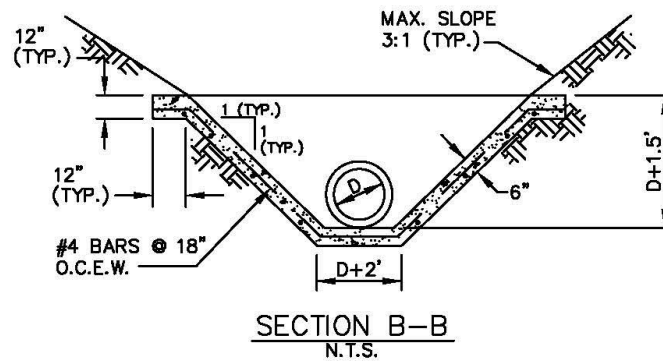
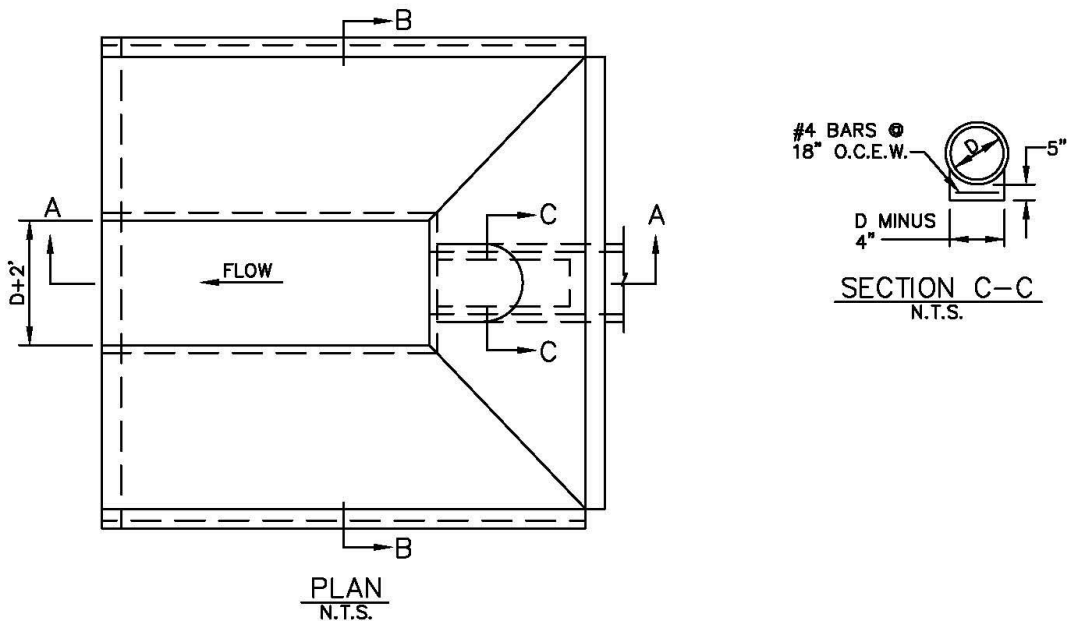












NOTE:
FOR PIPE DIAMETER, SEE
PLAN AND PROFILE SHEET.

CONCRETE CHANNEL APRON FOR STORM
DRAIN WITH SLOPING HEADWALL

NORTH
RICHLAND
HILLS

R 07-01-2009

FIGURE 7D

April 1, 2021

ADDENDUM 2: _RFP 21-014 SUPPLEMENTAL CONCRETE CONTRACTOR SERVICES

The bond forms have been made available for reference.

The Bonds.pdf form has been uploaded as part of the addendum.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFP response.
This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original RFP document.

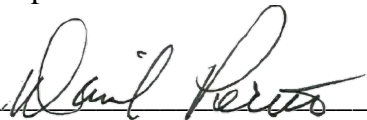
Name and Address of Company:

Apex Concrete Construction Inc.
1080 Katy Rd

Keller, TX 76244

Fax:

Authorized Representative:

Signature: 

Name: Daniel Porter

Title: President

Phone: 817-454-1995

E-Mail: apexconstruction57@gmail.com

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF TARRANT § **KNOW ALL MEN BY THESE PRESENTS:**

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum _____ DOLLARS AND _____ CENTS (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their 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 _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SUPPLEMENTAL CONCRETE CONTRACT

Dated as of _____, 2021

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation.

In the event that the Principal is declared in default under the said Contract by Owner, the Surety will within fifteen (15) days of Owner's declaration of such default take all action necessary to take over the project from Contractor and assume completion of said Contract. The Surety shall become entitled to the payment of the balance of the Contract Price upon the Surety's faithful performance of its obligations under this bond.

The Surety agrees to pay to Owner, upon demand, all loss and expense, including reasonable attorney's fees, incurred by Owner by reason of or on account of any breach of this obligation by the Surety.

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

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of _____ the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum _____ **DOLLARS AND** _____ **CENTS** (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their 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 _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SUPPLEMENTAL CONCRETE CONTRACT

Dated as of _____, 2021

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, 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.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases to the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)