

**CITY OF RED OAK
INVITATION TO BID**

MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS

BID NUMBER: 2021-05-04

DATE: April 17th, 2021

DUE DATE: May 4th, 2021 @ 2:00 P.M.

The City of Red Oak is accepting Competitive Sealed Bids for furnishing all necessary materials, machinery, equipment, superintendence, and performing all work required for the **MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS**. The project includes approximately 3.4 acres of site demolition, 3.4 acres of grading, 862 square feet of 4” concrete sidewalk, 3227 square yards of 6” concrete pavement, 767 square yards of 5” concrete pavement, with subgrade preparation, 150 linear feet of 24” drainage pipe, 17 linear feet of retaining wall (0’-2’ in height), 827 linear feet of a 4’ concrete pilot channel, and necessary erosion protection and control.

A **NON-MANDATORY PRE-BID SITE MEETING** will be held on Monday April 26th, at 2:00 PM at 200 Live Oak, Red Oak, TX 75154.

BIDDERS MUST SUBMIT THE COMPLETE ORIGINAL BID PACKET. They will be received by the Office of the City Secretary at 200 Lakeview Parkway, Red Oak, Texas 75154 **UNTIL 2:00 P.M. LOCAL TIME, TUESDAY, MAY 4TH, 2021** at which time all bids will be publicly opened and read aloud at the aforementioned location for the products/services listed above.

Bidders must submit a Bid Bond issued by a bonding company satisfactory to the City of Red Oak, payable without recourse to the order of the City of Red Oak in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into contract and execute Bond and Guaranty in the forms provided within ten (10) days after Notice of Award of Contract to him. Bids without required bid bond will not be considered. The successful bidder must furnish Performance Bond, Payment Bond, and Maintenance Bond in the amount of one hundred percent (100%) of the total contract price from a Surety Company holding a permit from the State of Texas to act as Surety.

Notice of award of contract shall be given by the Owner within sixty (60) calendar days following the opening of bids. The successful bidder must qualify within two (2) working days after bid opening, by submitting such additional evidence as may be required by the City. The awarded bidder must furnish Certificates of Insurance that meets the City requirements within ten (10) days of award. Should the bidder fail to produce evidence satisfactory to the City on any of the foregoing points, he may be disqualified, and the work awarded to the next responsible bidder so qualifying.

The City of Red Oak reserves the right to reject any or all bids and to waive as an informality minor deviations from specifications. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Red Oak reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or “unbalanced”) unit prices will authorize the City of Red Oak to reject any bid.

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

Questions regarding the project may be directed to Scott Williams, Public Works Director at swilliams@redoaktx.org.

**By s/ Mark L. Stanfill
Mark Stanfill, Mayor**

BIDDERS-READ VERY IMPORTANT

***** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

BID PACKET

You must submit every document that is in the bid packet.

GENERAL CONDITIONS:

The City of Red Oak reserves the right to purchase services from the next two lowest bidders should the primary vendor (awarded bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Red Oak reserves the right to purchase services on the open market.

CANCELLATION OF CONTRACT:

The City of Red Oak may terminate this contract with a thirty (30) day written notice.

INVOICING:

Invoices will be sent to the following:

City of Red Oak – Public Works Department
C/O Scott Williams/Director of Public Works
P.O. Box 393
411 W. Red Oak Road
Red Oak, Texas 75154

NON-APPROPRIATION FUNDS:

Non-appropriation of funds for services purchases by the City of Red Oak shall render this contract null and void.

INSURANCE REQUIREMENTS:

Please read the City of Red Oak insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within ten (10) days.

QUESTIONS:

Any questions regarding these specifications or contract may be directed to Scott Williams, Director of Public Works at swilliams@redoaktx.org. Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

CITY OF RED OAK INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

Bidders are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. BID DELIVERY

Bids may be submitted in person or by mail. **Facsimile Transmittals Will Not Be Accepted.**

- Submit sealed bids in person or via mail **by 2:00 pm** to City Secretary's Office, 200 Lakeview Parkway, Red Oak, TX 75154.
- To submit a bid via mail, all documents must be returned, and an original signature provided on the bid acknowledgement.
- Bids will not be accepted in either format without a signature.
- Be sure envelope is completely and properly identified and sealed, showing the bid number, bid due date, and bid name in the lower left-hand corner. Failure to comply may result in a late bid delivery. **LATE BIDS WILL NOT BE ACCEPTED!!!**
- The City is not responsible for mail service. If mail is delayed by the postal service, courier service, or in the internal mail system of the City of Red Oak beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

3. BID DOCUMENTS

Review of Documents: Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the bid. Bidders must use a complete bid to prepare bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Location of Documents: The Office of the City Manager issues Bids. The location and phone number for the Office of the City Manager is specified in the advertisement and the bid.

Preparation of Bid: Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

Taxes: Purchases of Goods or Services for City use are exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Bids shall be firm unless otherwise specified. This is a "lump-sum" bid project.

Signature: The bidder must sign each document in the bid requiring a signature (When Applicable). If addenda are issued, the bidder must initial any physical change made to the bid.

Bid bond (Issued by a Bonding Company satisfactory to the City of Red Oak): Payable without recourse to the order of the City of Red Oak in an amount not less than five percent (5%) of the full amount of bid submitted as a guaranty that Bidder will enter into contract and execute Bond and Guaranty in the forms provided within ten (10) days after Notice of Award of Contract. Bids without required bid bond will not be considered.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Bid Preparation Costs: All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

Payment Terms: All payment terms shall be “Net 30 Days” unless specified in the bid document.

4. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit one (1) copy of original bid packet.

Documents Required with Bid: ALL DOCUMENTS MUST BE SUBMITTED WITH EACH BID PRIOR TO THE DUE DATE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the bid, if requested. It is the bidder’s responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available (when applicable) in the Office of the City Manager. Failure to return any and all issued addendums, if requested may adversely affect the bidder’s opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF BIDS

Modification of Bids: Bids may be modified in writing at any time prior to the due date and time.

Withdrawal of Bids: Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

6. OPENING OF BIDS

The Office of the City Secretary’s representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

7. EVALUATION FACTORS AND AWARD

Evaluation: Bidders must furnish pricing for all portions of the bid (unless otherwise specified). The City will evaluate and award the contract to the bidder deemed most advantageous to the City.

Award: The City of Red Oak shall award the bid to the lowest responsible bidder for the City based on the “Base Bid” amount. Alternate Bid items may or may not be awarded.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviation from specifications, provided they do not affect competition or result in functionally unacceptable goods or services or scope of work;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;

9. Reissue a bid; and/or
10. Procure any item by other means.

8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

Certificates of Insurance: The bidder must provide certificates of insurance in the amounts and for the coverage required by the City of Red Oak within ten (10) business days after notification of intent to award, or as otherwise required by the bid specifications.

Payment, Performance, and Maintenance Bonds: Payment, performance, and maintenance bonds are required for this project. The bidder must provide the bonds, in the amounts and on the conditions required, within ten (10) working days after notification of intent to award, or as otherwise required by the bid specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

11. SUBMITTAL OF FORMS

REMEMBER, EACH VENDOR IS REQUIRED TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the bid number, bid due date and bid name in the lower left-hand corner. Failure to comply may result in a late bid delivery. **LATE BIDS WILL NOT BE ACCEPTED!**

Mailing Address or Hand Delivery or Delivery Service

**City of Red Oak
Office of Secretary
200 Lakeview Parkway
Red Oak, Texas 75154**

PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)

(RETURN ADDRESS)

(STAMP)

**CITY OF RED OAK
OFFICE OF CITY MANAGER
200 LAKEVIEW PARKWAY
RED OAK, TEXAS 75154**

BID NUMBER: 2021-05-04

BID DUE DATE: TUESDAY MAY 4TH, 2021 BY 2:00 P.M.

BID NAME: MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS

**CITY OF RED OAK
STANDARD TERMS AND CONDITIONS**

1. INSTRUCTIONS: READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Bidders** or data contained herein.

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2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. These Standard Terms and Conditions apply to any procurement of product or services.
4. MAKE-MODEL: Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. ALTERNATE AWARD: The City of Red Oak reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
6. PRICING: Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
7. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Red Oak, Department of Public Works, P.O. Box 393, Red Oak, Texas 75154. Unit Price Work will be based on the number of units completed during the pay period, subject to inspection prior to payment. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period, subject to inspection prior to payment.
8. PAYMENT TERMS: All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Office of the City Manager which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Office of the City Manager to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.

13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City Harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Red Oak is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Red Oak reserves the right to audit the records, as it pertains to this bid, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as detailed in this bid document.
19. **PROTEST:** All protests regarding the bid solicitation process must be submitted in writing to the City Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
 - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Bidders desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Red Oak, Office of the City Secretary (972) 617-6831.
21. **LATE BIDS:** Bids received in the Office of the City Manager after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Red Oak is not responsible for lateness of mail, carrier, etc.
22. **ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Red Oak in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Bid and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Red Oak. Addendum will be sent to all who are known to have received a copy of the Invitation to Bid. Bidders shall acknowledge receipt of all addendums by signing and returning in bid packet (if requested).
26. **CONTRACTOR SHALL,** release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend city against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time

period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City of Red Oak 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 either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Red Oak reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Red Oak agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Ellis County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Red Oak is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Center, Office of the City Manager, Red Oak, Texas, and shall include all delivery and packaging costs. The City of Red Oak assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.**

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Red Oak purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

35. **TERMS:** The terms and conditions of the bid will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City of Red Oak to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. City of Red Oak shall act as sole judge in determining equality and acceptability of products offered.
37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of Red Oak and the offeror.

39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Red Oak until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Red Oak Employee Policy Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET RED OAK:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Red Oak businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Red Oak may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award;
46. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Red Oak reserves the right to award a vendors bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

INTENT

The project includes approximately 3.4 acres of site demolition, 3.4 acres of grading, 862 square feet of 4" concrete sidewalk, 3227 square yards of 6" concrete pavement, 767 square yards of 5" concrete pavement, with subgrade preparation, 150 linear feet of 24" drainage pipe, 17 linear feet of retaining wall (0'-2' in height), 827 linear feet of a 4' concrete pilot channel, and necessary erosion protection and control.

- Successful bidder will be awarded contract following City Council approval.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.

MINIMUM SPECIFICATIONS

All improvements shall meet the City of Red Oak specifications.

LIQUIDATED DAMAGES FOR DELAY

LIQUIDATED DAMAGES FOR DELAY: Time is of the essence in the completion of projects under this contract because the completion of this project will enable the City of Red Oak to provide and/or improve certain municipal services for which there is a substantial and immediate need. While it is difficult to determine the exact amount of damages which the City of Red Oak and the citizens and taxpayers of Red Oak may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day this project remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of Red Oak shall withhold and deduct from the Contractor’s total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

Amount of Contract	Amount of Liquidated DAMAGES
Less than \$5,000	\$60.00 per day
\$5,000 to \$14,999.99	\$80.00 per day
\$15,000 to \$24,999.99	\$100.00 per day
\$25,000 to \$49,999.99	\$120.00 per day
\$50,000 to \$99,999.99	\$160.00 per day
\$100,000.00 to \$1,000,000.00	\$240.00 per day
More than \$1,000,000.00	\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of Red Oak as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of Red Oak as such. This provision shall not in any way be construed to impose a “penalty” upon the Bidder.

TERMINATION CLAUSE: The City may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

BID FORM

BID NAME: **MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS**

BID NUMBER: **2021-05-04**

THIS BID IS SUBMITTED TO: **City of Red Oak
City Secretary
200 Lakeview Parkway
Red Oak, Texas 75154**

herein after referred to as **OWNER**.

1. Enter Into Agreement

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER Accepts

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.

3. BIDDER's Representations

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Number and Date)

ADDENDA NO.	DATE
_____	_____
_____	_____
_____	_____

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or

otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto.

- e. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by OWNER as described in the Instructions to Bidders, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

In connection with major items of equipment to be furnished and installed under the contract, the Undersigned expressly agrees to the following provisions, if applicable:

That the Bid stated includes the furnishing and installing of equipment furnished by one of the suppliers listed in the specifications, and that the particular suppliers of equipment which the Undersigned proposes to furnish is listed as an Acceptable Manufacturer. The equipment manufacture shall be named below for each major equipment item.

In the event that the Bidder lists more than one manufacturer's name, the OWNER shall have sole right to select one of the manufacturers.

In the event that the Bidder fails to list an approved manufacturer's name, the Owner shall have the sole right to select one of the manufacturers from respective specification section.

That the installed price of equipment includes the cost (if any) of changes in the structure, piping, wiring, electrical controls, accessories, and incidentals necessary to accommodate the particular equipment proposed.

5. Bid Prices

Note: Unit and lump sum prices must be shown in words and figures for each bid item listed in the Proposal, and in the event of discrepancy, the words for unit price shall govern.

Dove Lane 10' Sanitary Sewer & Bluebird Lane Drainage Improvements

BID ITEM NO.	ESTIMATED QUANTITY	UNIT	PAY ITEM WITH BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	Lump Sum	Mobilization, bonds, and insurance for the sum of Dollars and _____ Cents per lump sum.	\$ _____	\$ _____
2	3.4	Acres	Clearing and Grubbing for the sum of Dollars and _____ Cents per acre.	\$ _____	\$ _____
3	2400	Cubic Yards	Mass Grading for the sum of Dollars and _____ Cents per cubic yard.	\$ _____	\$ _____
4	3.4	Acres	Fine Grading for the sum of Dollars and _____ Cents per acre.	\$ _____	\$ _____
5	17	Linear Feet	Block Retaining Wall (0'-2' HT.) for the sum of Dollars and _____ Cents per linear foot.	\$ _____	\$ _____
6	150	Linear Feet	24" Corrugated Metal Pipe for the sum of Dollars and _____ Cents per linear foot.	\$ _____	\$ _____
7	827	Linear Feet	4' Concrete Pilot Channel for the sum of Dollars and _____ Cents per linear foot.	\$ _____	\$ _____

8	3327	Square Yards	6" Reinforced Concrete Pavement (3,000 PSI, #3 Bars @ 18" OCEW) for the sum of _____ Dollars and _____ Cents per square yard.	\$ _____	\$ _____
9	767	Square Yards	5" Reinforced Concrete Pavement (3,000 PSI, #3 Bars @ 24" OCEW) for the sum of _____ Dollars and _____ Cents per square yard.	\$ _____	\$ _____
10	4279	Square Yards	6" Compacted Subgrade Prep. for the sum of _____ Dollars and _____ Cents per square yard.	\$ _____	\$ _____
11	862	Square Feet	4" Concrete Sidewalk (3,000 PSI, #3 Bars @24" OCEW) for the sum of _____ Dollars and _____ Cents per square foot.	\$ _____	\$ _____
12	2	Each	Barrier-Free Ramps for the sum of _____ Dollars and _____ Cents per each.	\$ _____	\$ _____
13	3.4	Acres	Site Demolition for the sum of _____ Dollars and _____ Cents per acre.	\$ _____	\$ _____
14	1	Lump Sum	Parking Area and Fire Lane Striping for the sum of _____ Dollars and _____ Cents per lump sum.	\$ _____	\$ _____
15	670	Linear Feet	Silt Fence for the sum of _____ Dollars and _____ Cents per linear foot.	\$ _____	\$ _____

16	1	Each	Construction Entrance for the sum of _____ Dollars and _____ Cents per each.	\$ _____	\$ _____
17	3	Each	Rock Check Dams for the sum of _____ Dollars and _____ Cents per each.	\$ _____	\$ _____
18	1	Each	Inlet Protection for the sum of _____ Dollars and _____ Cents per each.	\$ _____	\$ _____
19	1	Lump Sum	Seed, Fertilizer, and Erosion Control for the sum of _____ Dollars and _____ Cents.	\$ _____	\$ _____

TOTAL MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS BASE BID [Sum of Items 1 through 20]

(use words)

(\$ _____)

(use numbers)

BIDDER acknowledges that quantities are not guaranteed and should complete their own quantity takeoffs. Final payment will be based on actual quantities determined as provided in the Contract Documents.

Completion

BIDDER agrees that the Work will be substantially completed and ready for operation in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

CONTRACT COMPLETION TIME – This project is to be substantially completed (ready for operation) within 90 consecutive calendar days from the date the Notice to Proceed letter is issued by the City to the awarded bidder. Final completion is to be within 120 consecutive calendar day from the date the Notice to Proceed letter is issued by the city to the awarded bidder.

8. Address for Communications

Communications concerning this Bid shall be written and addressed to:

City of Red Oak
P.O. Box 393
Red Oak, Texas 75154
Attn: Scott Williams,
Director of Public Works

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____ (SEAL)
Individual's name)

doing business as _____

Business address: _____

A Partnership

By _____ (SEAL)
(Firm name)

(General partner)

Business address: _____

A Corporation

By _____ (SEAL)
(Corporation name)

(State of incorporation)

By _____ (SEAL)
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

NOTE: Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

ACCOUNTS LISTINGS

All bidders should enclose an Accounts Listing, containing a minimum of five customers where the bidder has successfully supplied the items or services listed in this bid.

Please list Company Name, Address, and Person to Contact and Phone Number

1.	<hr/> <hr/> <hr/> <hr/>
2.	<hr/> <hr/> <hr/> <hr/>
3.	<hr/> <hr/> <hr/> <hr/>
4.	<hr/> <hr/> <hr/> <hr/>
5.	<hr/> <hr/> <hr/>

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Red Oak's bid process. The Office of City Manager Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Red Oak recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
Texas Building Procurement Com.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

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

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Firm Name Submitting Bid: _____

Representative: _____

Title of Authorized Representative: _____

Address: _____

City,State,Zip: _____

Telephone Number: _____

Fax Number: _____

CHECK ALL THAT APPLY:

Minority-Owned Business Enterprises _____

Women-Owned Business Enterprises _____

Disadvantaged Business Enterprises _____

CITY OF RED OAK

COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Red Oak will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Red Oak will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Red Oak will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

CITY OF RED OAK

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City of Red Oak, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Red Oak Contracts. I have read the provisions and agree to the terms of these provisions.

Company Name

Signature

Title

Date

**NO BID SHEET
FOR**

**BID #2021-05-04
MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Red Oak
Office of the City Manager
200 Lakeview Parkway
Red Oak, TX 75154**

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____)_____ Fax Number: (____)_____

INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within ten (10) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Red Oak, in the following type(s) and amount(s):

A. Contractor shall purchase the following types of insurance with the following limits:

Worker's Compensation:

- | | |
|---|-----------|
| (1) State: | Statutory |
| (2) Applicable Federal (e.g., Longshoremen's) | Statutory |
| (3) Employer's Liability: | \$100,000 |

Comprehensive General Liability:

- | | |
|---|------------------|
| (1) Bodily Injury (including completed operations and products liability): | |
| \$1,000,000 | Each Occurrence |
| \$2,000,000 | Annual Aggregate |
| (2) Property Damage: | |
| \$500,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |
| or a combine single limit of | \$1,000,000 |
| (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable. | |
| (4) Personal Injury, with employment exclusion deleted. | |
| \$1,000,000 | Annual Aggregate |

Comprehensive Automobile Liability:

- | | |
|-----------------------------|-----------------|
| (1) Bodily Injury: | |
| \$1,000,000 | Each Person |
| \$1,000,000 | Each Occurrence |
| (2) Property Damage: | |
| \$500,000 | Each Occurrence |
| or combined single limit of | \$1,000,000 |

“Umbrella” Excess Liability:

\$2,000,000 combined limit, bodily injury, and property damage.

B. The contractual liability shall provide coverage for not less than the following amounts:

Bodily Injury:	
\$1,000,000	Each Occurrence
Property Damage:	
\$500,000	Each Occurrence
\$500,000	Annual Aggregate

Certificates of insurance of each policy shall be delivered to the City’s Office of the City Manager along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$2,000,000.00 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker’s Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Red Oak shall be named as an additional insured party on Contractor’s general liability policy and any excess/umbrella liability insurance policies.

SPECIFICATIONS – GENERAL

Project Name: MUNICIPAL CENTER SITE AND DRAINAGE IMPROVEMENTS

Scope:

The project includes approximately 3.4 acres of site demolition, 3.4 acres of grading, 862 square feet of 4” concrete sidewalk, 3227 square yards of 6” concrete pavement, 767 square yards of 5” concrete pavement, with subgrade preparation, 150 linear feet of 24” drainage pipe, 17 linear feet of retaining wall (0’-2’ in height), 827 linear feet of a 4’ concrete pilot channel, and necessary erosion protection and control.

Location:

The project is located in the City of Red Oak, Texas, at 200 Live Oak Street.

SITE INVESTIGATION & EXISTING UTILITIES:

The Contractor shall carefully examine the site and satisfy himself about all conditions, which can in any way affect the work or the cost thereof.

SPECIFICATIONS:

All construction must comply with current City of Red Oak standards and specifications and the North Central Texas Council of Government Standard Specifications.

PROPOSAL:

Bidders shall fill out the proposal completely, stating submitted Bid Prices in both script and figures.

The submitted bid prices in the proposal shall be full compensation for all material, labor, equipment and incidental items required to complete the project ready for use. The cost of all material, labor, equipment and incidental work required to complete the project ready for use must be included in the price for the bid item provided in the proposal, and no direct compensation will be made for any other work. In case of error, ambiguity, or lack of clearness the Owner reserves the right to consider the bid in the manner that is most advantageous to the Owner.

ADDENDA:

Bidders desiring further information, or interpretation of the specifications, must make request for such information in writing to the City, prior to 48 hours before the bid opening. Answers to all such Addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in or omissions from the specifications, or other contract documents, or should he be in doubt as to their meaning, he or she should at once notify the City in order that a Written Addendum may be sent to all bidders. Any Addenda issued prior to 24 hours of the opening of bids will be emailed, mailed or delivered to each Contractor contemplating the submission of a proposal on this work and posted on publicpurchase.com and the City of Red Oak website. The bid proposal as submitted by the Contractor is to include any Addenda if such are issued by the City prior to 24 hours of the opening of bids.

SPECIFICATIONS/CONTRACT DOCUMENTS:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as part of the Specifications and are, furthermore, not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct, or implied, is assumed by

the Engineer/Owner for omissions or duplications by the Contractor or his Sub-Contractor, due to real or alleged error in arrangement of matter in these Contract Documents.

CONFLICTS BETWEEN SPECIFICATIONS AND PROPOSAL:

In the event of conflicts between methods of measurement and payments for the various items of work between the Proposal and the Specifications, the Specifications shall prevail.

CLEAN-UP:

The Contractor shall, at all times, keep the site free from accumulation of waste material, debris, or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all his tools, surplus materials, debris, and shall leave the site and his work "broom clean", or its equivalent at his expense, unless otherwise noted on the drawings or specified herein.

TESTING:

Testing will be done as outlined by the specifications and/or the North Central Texas Council of Government Standard Specifications for Public Works Construction as adopted by the City of Red Oak. The contractor is responsible for procuring and paying for all testing required for the project. Unless a bid item is specifically provided for a test, all other testing required shall be subsidiary to the various other bid items.

BARRICADES, WARNING AND DETOUR SIGNS:

The contractor shall not close a street to traffic or interfere with traffic movement on a street without first notifying the Red Oak Director of Public Works and securing permission to do so. When any street or any section of a street is closed, or traffic flow is restricted, the Contractor shall furnish and maintain barricades, warning and directing signs, lights and red flags along the entire street within the limits of the project in accordance with the Texas Manual of Uniform Traffic Control Devices. All lights shall be kept burning between the hours of sunset and sunrise.

All expense incurred for furnishing and maintaining flagmen, barricades, warning and directing signs, flags and lights and any incidentals necessary for the proper direction, safety and convenience of traffic during the contract period shall be borne by the Contractor.

Flagmen may be provided, when deemed necessary, by the Red Oak Director of Public Works or his representative.

PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be scheduled with awarded vendor. Work should not be started prior to this meeting.

All public utility companies, contractors and sub-contractors, along with appropriate Red Oak Departments will be in attendance so that work coordination will occur. Contractor will submit sequence of work for the project at this time.

SANITARY FACILITIES:

The Contractor shall provide and maintain a portable sanitary facility at the project site for use by the employees of the Contractor. They shall be well ventilated, but provide concealment, and shall be kept scrupulously clean at all times by the Contractor. The portable sanitary facility shall be removed and the site restored to its original condition upon completion of the work. The portable sanitary facility shall conform to the requirements of State and local health authorities, ordinances and laws.

"Porta Can" or other similar facilities, which may be rented from commercial concerns, will be acceptable.

CONSTRUCTION WATER:

The Contractor will not be charged for construction water; however, he must obtain a meter from the Red Oak Department of Public Works so as to account for water usage.

The Contractor shall not operate any fire hydrants or water valves without the knowledge and permission of the City's Department of Public Works.

HOLD HARMLESS AGREEMENT:

Prior to any commencing work or storing materials on private property, the Contractor shall arrange for permission to do the work or storage from each property owner. The Contractor shall be responsible for obtaining a "Hold Harmless Agreement" for the City with each property owner. This should be in writing and one copy given to the City for their files.

EXCAVATION:

No classification will be made for any materials to be excavated under this contract, regardless of the type of material encountered or the methods and equipment required to complete the excavation. No extra compensation will be allowed for encountering different types of material on this project.

Payment for excavation, loading, hauling, sprinkling, manipulation and compact of this material will be bid in accordance with the proposal.

All fill embankment shall be compacted to not less than 95% of test method Tex 113E at optimum moisture content (plus four points).

The excess excavation material resulting in this project shall be disposed of by the Contractor (at his expense) at sites approved by the City.

PAYMENT FOR OVERTIME CHARGES:

The Contractor will be responsible for payment to the City of overtime charges for the City's Construction Inspector before 8:00 a.m. and after 4:30 p.m. (Monday through Friday and on Saturdays). The charges will be at a rate of \$47.00 per hour (minimum two (2) hours). This will be paid in full before final acceptance of the project.

PROTECTION OF TREES, PLANTS, AND SOIL:

Any trees or other landscape features scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one inch) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing. Contractor is to notify property Owner before pruning begins. The Contractor shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the Contractor shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

PROJECT SIGNS:

Project Signs are not required; however, all contractor vehicles and equipment must have company logo or signage on each side of each vehicle or equipment. Rented equipment must have the name of the rental company on each side of the equipment or vehicle. The Contractor will install the above signs at his expense.

**ALL BIDDERS-READ CAREFULLY THE
FOLLOWING FOUR (4) PAGES**

ALL BIDDERS: PLEASE READ THE INFORMATION ON PAGE 36 AND COMPLETE THE “CONFLICT OF INTEREST QUESTIONNAIRE” (FORM CIQ) ON PAGE 37.

READ AND COMPLETE THE HB 89 FORM ON PAGE 38 AS WELL AS THE SENATE BILL 252 FORM ON PAGE 39.

IF MORE INFORMATION IS NEEDED, PLEASE CALL (972) 617-6831 Office of the City Secretary.

WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

What is Chapter 176?

Effective January 1, 2006, Chapter 176 of the Local Government Code requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us .

What vendors are subject to Chapter 176?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

With whom should the statement be filed?

The statement will be filed with the City of Red Oak City Secretary, 200 Lakeview Parkway, Red Oak, Texas 75154. Contact # (972) 617-6831.

Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city.

When must a vendor file the conflict of interest questionnaire?

A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of
(Individual’s Name)

_____,
(Business or Company)

hereinafter referred to as “Company”, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME OF COMPANY REPRESENTATIVE

DATE

SENATE BILL 252 CERTIFICATION

On this date, I, _____, a contractor or employee of the City of Red Oak, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253, and I have ascertained that the below-name company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

COMPANY NAME

JOB NAME

CERTIFICATION CHECK PERFORMED BY:

EMPLOYEE SIGNATURE

PRINTED NAME OF EMPLOYEE

DATE