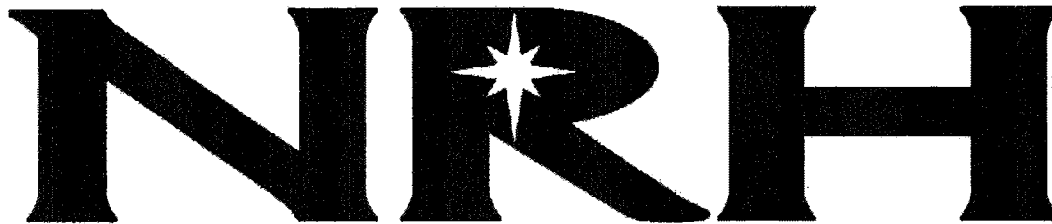


Exhibit "B"

*Company*

 **COPY**

NORTH RICHLAND HILLS



THE CITY OF CHOICE

**PURCHASING DEPARTMENT  
REQUEST FOR BID**

**FOR**

**SUPPLEMENTAL MISCELLANEOUS  
CONCRETE IMPROVEMENTS**

**BIDS DUE NOVEMBER 24, 2015  
BY 11:00 A.M.**

**RFB 16-002**

## **Table of Contents**

### **BID REQUIREMENTS**

Invitation to Bid	1
General Conditions	2-6
Insurance Requirements	7

### **PROJECT CONDITIONS**

8-13

### **SPECIFICATIONS**

14-21

### **FORMS**

Bid Form	22-24
Bidder's Statement of Qualifications	25
Sample Warranty	26
Contractor Information	27
Sub-Contractor Information	28
Non-Collusion Affidavit of Bidder	29
Statement of Residency	30
DBE Form - For Disadvantaged Business Enterprises Only	31
Bidder's Statement of Qualifications	32
Drawings	33-50

*This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.*

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**INVITATION TO BID**

The City of North Richland Hills is accepting sealed bids for SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS per the attached specifications and general conditions. ***One (1)*** original and ***Two (2) copies*** of the entire bid packet must be submitted by **11:00 a.m., November 24, 2015.** The bids, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

City of North Richland Hills  
Purchasing, Attn: 16-002 Miscellaneous Concrete Improvements  
7301 NE Loop 820  
North Richland Hills, TX. 76180

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

Scott Kendall, Purchasing Manager  
Fax: 817-427-6151  
Email: [purchasing@nrhtx.com](mailto:purchasing@nrhtx.com)

**The deadline for receipt of written questions shall be 12:00 (Noon), Fort Worth time, Wednesday, November 18, 2015.**

**Questions should be asked via Public Purchase where the bid is advertised.**

The City wishes to receive competitive bids on all goods or services purchased. Therefore, City policy is to reschedule the bid opening if a minimum of three (3) bids are not received.

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.

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

### 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 is turned in to the City of North Richland Hills on or before **11:00 a.m., November 24, 2015**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. 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;

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

### GENERAL CONDITIONS

- 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.
- h) A minimum of three (3) years experience as a primary portland concrete contractor for the state or municipality is required. Vendors must submit references to show the required three (3) year requirement has been met.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

### 5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.
- l) A minimum of three (3) years experience as a primary portland concrete contractor for the state or municipality is required. Vendors must submit references to show the required three (3) year requirement has been met.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**GENERAL CONDITIONS**

**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.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**GENERAL CONDITIONS**

**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 publish 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. As stated in #5 "Bid Evaluation", (1) one of the references must be a state or municipal representative.

**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).

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**GENERAL CONDITIONS**

**16. DISCLOSURE OF INTEREST**

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 which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). 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.

**17. INSURANCE**

The City requires Vendor(s) to carry the minimum insurance as required by State laws.

**18. 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.

**19. 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 attorneys fees are hereby WAIVED.



16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**GENERAL CONDITIONS**

**20. PERFORMANCE AND PAYMENT BONDS**

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

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

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

**21. INTERLOCAL AGREEMENT**

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

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.

**16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

**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 required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provision</b>
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	\$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 & Poors
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.**

**16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

**PROJECT CONDITIONS**

**BID # 16-002**

Bidders should carefully examine the plans, specifications and other documents, visit the site of work and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof.

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.

In case of conflict or discrepancies between the various parts of the contract documents the priority order of precedence shall be as follows:

1. Plans;
2. Contract;
3. Pay Item;
4. Specifications;
5. Appropriate City Ordinance;
6. General Terms;
7. Latest revision of Standard Specification for Construction;
8. Texas Department of Transportation;
9. And then the North Texas Council of Governments Standard Specifications for Public Works Construction.

Contractor covenants and agrees to, and does hereby, indemnify, hold harmless and defend the OWNER, its officers, agents, and employees from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of, or in connection with the work and services to be performed by the Contractor, its officers, agents, employees, contractors and sub-contractors. Contractor does hereby covenant and agree to assume all liability and responsibility of Owner, its officers, agents and employees for property damage or loss and/or personal injury, arising out of or in connection with the work and services to be performed by the Contractors.

In the event a written claim for damages against the Contractor or its sub-contractors remains unsettled at the time all work has been completed to the satisfaction of the Public Works Department, final payment shall not be recommended for a period of thirty days (30) after the date of final inspection. Contractor must submit written evidence to the Public Works that the claim has been settled and release has been obtained or proof that good faith efforts have been made to settle such outstanding claims, and that such good faith efforts have failed.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**PROJECT CONDITIONS CONTINUED**  
**BID # 16-002**

**CONTRACTOR'S UNDERSTANDING**

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, the property of himself or any other person, as a result of his operations hereunder.

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials, equipment and facilities needed during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract shall effect or modify any of the terms or obligations herein contained.

**CHARACTER OF WORKMEN**

The Contractor agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract.

**DEFECTS AND THEIR REMEDIES**

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

The City may cancel the contract without notice or penalty if the Public Works Department, in his sole discretion, determines that the work of the Contractor is unsatisfactory due to poor workmanship, failure to perform in a timely manner or failure to meet specifications or terms of the bid and provisions of the contract.

**EQUIPMENT AND MATERIALS**

The Contractor shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories 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.

**16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

**PROJECT CONDITIONS CONTINUED**

**BID # 16-002**

**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, 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.

**PROTECTION OF ADJOINING PROPERTY**

Contractor shall take proper means to protect all adjacent or adjoining properties in any way encountered, which might be 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 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.

**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. Contractor shall bear all costs for work performed knowing it to be contrary to such laws, ordinances, rules and regulations, and without notice to the Public Works Superintendent. Additionally, the contractor shall at all times observe and comply with the most recent Texas Accessibility Standards.

**ASSIGNMENT AND SUBLETTING**

The Contractor shall retain personal control and will give his personal attention to the fulfillment of this contract. Contractor shall not assign by Power of Attorney or sublet said contract without written consent of the Owner. The Contractor 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.

**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.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**PROJECT CONDITIONS CONTINUED**

**BID # 16-002**

**PAYMENTS WITHHELD**

The Owner may withhold or nullify any request for payment as may be necessary to protect himself from loss on account of:

- 1) defective work not remedied;
- 2) failure of the Contractor to make payments properly to sub-contractors or for material or labor;
- 3) damage to another Contractor;
- 4) reasonable indication the work will not be completed within contract time.

It is the Contractors 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.

UNDERGROUND FACILITY OWNER

TELEPHONE NUMBER

ATMOS

811

ONCOR

811

AT&T

811

City of North Richland Hills Water/Sewer

817.427.6440

Charter Cable

811

Contractor shall be responsible for supplying and placing all necessary barricades to conform to the Manual on Uniform Traffic Control Devices(MUTCD).

The Contractor shall provide one person with the authority to make decisions to be in charge of the project at all times. The person shall be at the work site at all times to coordinate all phases of the work

The Contractor may obtain water, at his cost, from any City fire hydrant by placing a deposit with the North Richland Hills Public Works Department for a fire hydrant meter. An approved fire hydrant wrench must be used to turn water on. Water shall not be obtained from a residential faucet.

**Primary Contractor**

A work order will be issued by the Public Works Department for repairs. The primary contractor will have 10 working days to complete the work order. If the primary contractor cannot complete the work order within 10 days, the contractor will be charged \$100 per day for each day over the 10 day completion period. This charge will be deducted from the contractor's pay estimate for the work order. If the contractor fails to complete the work order 5 days after the 10 day completion period, the work order will be stopped and the contractor fined \$500 for non-completion of work order.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**PROJECT CONDITIONS CONTINUED**  
**BID # 16-002**

The 10 day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of the work. The Public Works Department will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

If the work order is considered a major rehabilitation project, the Public Works Superintendent will provide a completion date.

The primary contractor may refuse the work order due to existing work load or other circumstances and therefore the Public Works Department shall use the secondary contractor.

**The intent of the city is to award a contract to a "Secondary Contractor" if budget and funding allow.**

**Secondary Contractor**

A secondary contractor will be used when the primary contractor cannot accomplish the requested work order within 10 consecutive days or when the primary contractor has refused the work order due to work load. The 10 days shall start once the work order is issued to the contractor by the Public Works Department. If the secondary contractor cannot complete the work order within the 10 days completion period, the contractor will be charged \$100 per day for each day over the 10 day completion period. This charge will be deducted from the secondary contractor's pay estimate for the work order. If the contractor fails to complete the work order 5 days after the 10 day completion period, the work order will be stopped and the contractor fined \$500 for non-completion of work order.

The Public Works Department will notify the contractor's representative that a work order or a project is ready to start. The work order will be issued to the contractor's representative and the ten day completion period will start. If after notification of the work order has been given to the primary or secondary contractor and the contractor fails to acknowledge the issuance of the work order within 24 hours during the Monday-Friday work week, the Public Works Department shall notify the contractor by written notification that the contractor is not meeting the contract agreement.

The 10 day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of work. The Public Works Superintendent will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

The contractor (primary or secondary) shall notify the Public Works Department daily as to which work orders or projects they are working on. If the contractor is not working in

<b>16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS</b>
--

**PROJECT CONDITIONS CONTINUED**  
**BID # 16-002**

the City, the contractor shall notify the Public Works Department on work orders issued to the contractor (primary or secondary) that are expected to exceed the 10 day completion period due to the scope of the project. The following Means/Productivity for Concrete Contractors will be used to determine the number of days assigned for completion of the project:

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

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.

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.

The contractor shall notify a one call utility notification center and the City of North Richland Hills Utility Department to locate all utility lines and facilities prior to the start of construction. Confirmation numbers shall be noted on the work order.

**PAY ITEM SPECIFICATIONS**

Construction shall be in accordance with the plans, contract documents and the provisions found in the most current City of North Richland Hills Specifications for the Construction of Streets and Specifications for the Design and Construction of Curb & Gutters, Driveways, Sidewalks and Valley Gutters, which are hereby made a binding part of the contract documents.



16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**SPECIFICATIONS**

**BID # 16-002**

**WORK**

The Contractor shall 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.

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.

**SITE OBSERVATION**

Public Works shall make periodic visits to the site to familiarize them self with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Public Works, 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.

**DURATION OF AGREEMENT AND PRICE ADJUSTMENTS**

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve month (12) month periods at a price proposed by the contractor. The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, which ever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

The quantities listed are estimated quantities using the best information available. The City reserves the right to choose the items that will be purchased and to purchase more than or less than the quantities listed.

**PAYMENTS FOR WORK**

Public Works shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and approve, in writing, payment to Contractor.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**SPECIFICATIONS CONTINUED**  
**BID # 16-002**

**PREVAILING WAGE RATES**

**Attention is called to Statute 2258.022, Determination of Prevailing Wage Rates.**

Currentness

- (a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:
  - (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or
  - (2) using the **prevailing wage** rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.
- (b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the **prevailing wage** rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:
  - (1) the rate determined from the survey conducted in the political subdivision;
  - (2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and
  - (3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.
- (c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

**16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

- (d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.
- (e) The public body's determination of the general prevailing rate of per diem wages is final.

**PREVAILING WAGE RATES CONSTRUCTION TYPE: HIGHWAY**

The U.S. Department of Labor prevailing wages in accordance with the Davis Bacon Act has been included (Pages 17-22). Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of laborer.

**General Decision Number: TX150035 01/02/2015 TX35**

Superseded General Decision Number: TX20140035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

\* SUTX2011-007 08/03/2011

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

Rates      Fringes

CONCRETE FINISHER (Paving and Structures)	\$ 14.12
---	----------

ELECTRICIAN	\$ 19.80
-------------	----------

FORM BUILDER/FORM SETTER	
Paving & Curb	\$ 13.16
Structures	\$ 13.84

LABORER	
Asphalt Raker	\$ 12.69
Flagger	\$ 10.06
Laborer, Common	\$ 10.72
Laborer, Utility	\$ 12.32
Pipelaye	\$ 13.24
Work Zone Barricade Servicer	\$ 11.68

POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	\$ 15.32
Asphalt Paving Machine	\$ 13.99
Broom or Sweeper	\$ 11.74
Concrete Pavement Finishing Machine	\$ 16.05
Concrete Saw	\$ 14.48
Crane Operator, Lattice Boom 80 Tons or Less	\$ 17.27
Crane Operator, Lattice Boom over 80 Tons	\$ 20.52
Crane, Hydraulic 80 Tons or Less	\$ 18.12
Crawler Tractor	\$ 14.07

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

Excavator, 50,000 pounds or less	\$ 17.19
Excavator, over 50,000 pounds	\$ 16.99
Foundation Drill , Truck Mounted	\$ 21.07
Foundation Drill, Crawler Mounted	\$ 17.99
Front End Loader 3 CY or Less	\$ 13.69
Front End Loader, over 3 CY	\$ 14.72
Loader/Backhoe	\$ 15.18
Mechanic	\$ 17.68
Milling Machine	\$ 14.32
Motor Grader, Fine Grade	\$ 17.19
Motor Grader, Rough	\$ 16.02
Pavement Marking Machine	\$ 13.63
Reclaimer/Pulverizer	\$ 11.01
Roller, Asphalt	\$ 13.08
Roller, Other	\$ 11.51
Scraper	\$ 12.96
Small Slipform Machine	\$ 15.96
Spreader Box	\$ 14.73
Servicer	\$ 14.58
Steel Worker (Reinforcing)	\$ 16.18

TRUCK DRIVER	
Lowboy-Float	\$ 16.24
Off Road Hauler	\$ 12.25
Single Axle	\$ 12.31
Single or Tandem Axle Dump Truck	\$ 12.62
Tandem Axle Tractor with Semi Trailer	\$ 12.86
Transit-Mix	\$ 14.14

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.	\$ 14.84
--	----------

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added afteraward only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

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.

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.

The Contractor will be responsible for all labor, materials and equipment required to protect the construction area with barricades and signs.

All pavement, curb and gutter, driveway, valley gutter, handicap ramps, curb inlets, head walls, and sidewalk saw-cuts shall be included in the unit price bid for related items.

The Contractor shall be responsible for all costs to construct pay items and must furnish their own dump site for waste material removed.

Contractor shall submit to the Public Works an elevation profile for each specific repair location.

The City of North Richland Hills Street Division will furnish asphalt street repairs.



16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

The unit price bid for each item, 1 through 19, shall be full compensations for all labor, equipment, tools, materials, excavation, saw-cuts, curing compound and incidentals necessary to complete the work. All work for each item must be in accordance with these Plans, Specifications and the City of North Richland Hills Ordinances and Design Manual and the Standard Specifications for Public works Construction for North Central Texas.

**ITEM 1: REMOVE AND REPLACE VALLEY GUTTER - 3,000 sq. ft. at various locations**

Saw-cut and remove existing valley gutter and construct new Class A (3,000 psi-28 day) concrete valley gutter. Includes pavement saw cuts.

The payment for curbs on valley gutters to be included in the unit price bid for valley gutters.

**ITEM 2: REMOVE AND REPLACE REINFORCED 4' CONCRETE SIDEWALK -2,000 sq. ft. at various locations**

Saw-cut and remove existing sidewalk and construct new Class A (3,000 psi-28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards.

**ITEM 3: REMOVE AND REPLACE REINFORCED 5' CONCRETE SIDEWALK - 500 sq. ft. at various locations**

Saw-cut and remove existing sidewalk and construct new Class A (3000 psi-28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards. See Figure 11P-3

**ITEM 4: CONSTRUCT HANDICAP RAMP - 10 each at various locations**

Saw-Cut and remove existing curb & gutter and sidewalk as required and construct new Class A (3,000 psi-28 day) concrete handicap ramp. Includes pavement saw cuts. Light broom finish will be required. Curb ramps must comply with all requirements of Texas Accessibility Standards.

**ITEM 5: REMOVE AND REPLACE CONCRETE CURB AND GUTTER - 8,000 linear feet at various locations**

Saw-cut and remove existing curb & gutter and construct new Class A (3,000 psi-28 day) concrete curb & gutter. Includes pavement saw cuts.

Light broom finish will be required.

**ITEM 6: REMOVE AND REPLACE DRIVEWAY FLOW LINE - 500 sq. ft. at various locations**

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

**ITEM 7: REMOVE AND REPLACE DRIVEWAY APPROACH - 8,500 sq. ft. at various locations**

Saw-cut and remove existing driveway approach and construct new Class A (3,000 psi-28 day) concrete driveway approach. Includes pavement saw cuts. Limit of driveway approach is from the street asphalt concrete pavement to the property line. Light broom finish will be required. See figure DW-M

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**ITEM 8: REMOVE AND REPLACE INLET EAR - 100 linear feet at various locations**

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. Includes pavement saw cuts.

**ITEM 9: REMOVE AND REPLACE CONCRETE PAVEMENT 5" INCH THICK – 5,000 square feet at various locations**

Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

**ITEM 10: REMOVE AND REPLACE CONCRETE PAVEMENT 6" INCH THICK – 2,000 square feet at various locations**

Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

**ITEM 11: REMOVE AND REPLACE CONCRETE PAVEMENT 7" INCH THICK – 2,000 square feet at various locations**

Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

**ITEM 12: REMOVE AND REPLACE CONCRETE PAVEMENT 8" INCH THICK – 2,000 square feet at various locations**

Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

**ITEM 13: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET – 1 each, 4 feet deep at various locations**

Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet. Includes pavement saw cuts. Broom finish required.

**ITEM 14: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET TOP – 2 each at various locations**

Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet top. Includes pavement saw cuts. Broom finish required.

**ITEM 15: REMOVE AND REPLACE VARIABLE WIDTH CONCRETE FLUME- 150 sq. ft. as needed**

Saw-cut and remove existing concrete flume of variable widths and construct new Class A (3000 psi-28 day) concrete flume. Side slopes and existing grade will determine curb height on each side. **150 sq. ft. as needed** see Figure 5D

**ITEM 16: REMOVE AND REPLACE CHANNEL HEAD WALL – 100 face feet at various locations**

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

Saw-cut and remove existing channel head wall and construct new Class A (3,000 psi-28 day) concrete channel head wall. Includes pavement saw cuts. Broom finish required.

**ITEM 17: FURNISH & INSTALL REINFORCED CONCRETE RETAINING WALL (8" – 18")- 100 face feet at various locations**

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 18: REMOVE AND REPLACE REINFORCED CONCRETE CHANNEL LINER- 200 sq. ft. as needed**

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

**ITEM 19: MINIMUM FEE PER WORK ORDER**

Minimum mobilization and remove/replacement fee per work order.

**NON-PAY ITEMS SPECIFICATIONS**

1. 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.

All irrigation damages, repairs or relocations shall be done by a licensed irrigation company or person. 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.

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.

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

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

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.

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. Payment shall be included in the unit price bid for related items.

2. 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.

No direct payment shall be made for furnishing and applying curing compound. Payment shall be included in the price bid for related items.

3. 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.

4. 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.

5. 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.

6. 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.

## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

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.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**BID FORM**  
**BID # 16-002**

The general intent of this contract is to provide concrete repairs and replacement as required for the Street Division of the City of North Richland Hills. Award may be made for primary and secondary contracts. If these terms are not agreeable to Contractor, please provide explanation in the space provided on the bid form.

Public Works shall have the responsibility of the supervision of the construction. All lines, grades, sub-grade and reinforcing steel placement must be checked by the Public Works.

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	3,000 SF	Remove and replace valley gutter, complete in place.	\$ <u>8.50</u>	\$ <u>25,500.<sup>00</sup></u>
2.	2,000 SF	Remove and replace reinforced 4' concrete sidewalk, complete in place.	\$ <u>6.45</u>	\$ <u>12,900.<sup>00</sup></u>
3.	500 SF	Remove and replace reinforced 5' concrete sidewalk, complete in place.	\$ <u>6.45</u>	\$ <u>3225.<sup>00</sup></u>
4.	10 Each	Install handicap ramp, complete in place.	\$ <u>1225.<sup>00</sup></u>	\$ <u>12,250.<sup>00</sup></u>
5.	8,000 LF	Remove and replace concrete curb and gutter, complete in place.	\$ <u>24.<sup>00</sup></u>	\$ <u>192,000.<sup>00</sup></u>
6.	500 SF	Remove and replace driveway flow line, complete in place.	\$ <u>8.50</u>	\$ <u>4250.<sup>00</sup></u>
7.	8,500 SF	Remove and replace driveway, complete in place.	\$ <u>7.50</u>	\$ <u>63,750.<sup>00</sup></u>
8.	100 LF	Remove and replace curb inlet ear or return, complete in place	\$ <u>8.50</u>	\$ <u>850.<sup>00</sup></u>
9.	5,000 SF	Remove and Replace Concrete Pavement, complete in place- 5" thick	\$ <u>6.03</u>	\$ <u>30,150.<sup>00</sup></u>
10.	2,000 SF	Remove and replace concrete pavement, complete in place- 6" thick	\$ <u>8.50</u>	\$ <u>17,000.<sup>00</sup></u>
11.	2,000 SF	Remove and replace concrete pavement, complete in place- 7" thick	\$ <u>8.50</u>	\$ <u>17,000.<sup>00</sup></u>

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

BID FORM CONTINUED

BID # 16-002

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12.	2,000 SF	Remove and replace concrete pavement, complete in place- 8" thick	\$ <u>9.50</u>	\$ <u>19,000.<sup>00</sup></u>
13.	1 Each	Remove and replace standard curb inlet, complete in place.	\$ <u>2500.<sup>00</sup></u>	\$ <u>2,500.<sup>00</sup></u>
14.	2 Each	Remove and replace standard curb inlet top, complete in place.	\$ <u>1500.<sup>00</sup></u>	\$ <u>3000.<sup>00</sup></u>
15.	150 SF	Remove and replace variable width concrete flume, complete in place.	\$ <u>9.56</u>	\$ <u>1,434.<sup>00</sup></u>
16.	100 Face FT	Remove and replace channel head wall, complete in place.	\$ <u>25.<sup>00</sup></u>	\$ <u>2,500.<sup>00</sup></u>
17.	100 Face FT	Furnish and install reinforced concrete retaining wall (8"- 18")	\$ <u>25.<sup>00</sup></u>	\$ <u>2,500.<sup>00</sup></u>
18.	200 SF	Remove and replace reinforced concrete channel liner, complete in place.	\$ <u>9.82</u>	\$ <u>1,964.<sup>00</sup></u>
19.	1 Lump Sum	Minimum fee per work order.	\$ <u>975.<sup>00</sup></u>	\$ <u>975.<sup>00</sup></u>

GRAND TOTAL \$ 412,748.<sup>00</sup>

**SECONDARY AWARD:**

Would you, be willing to accept a Secondary Award to provide materials/services in the absence of the primary contractor at the prices submitted on this bid form? See "Secondary Contractor" page #12

☒ Yes ☐ No

## BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:

Apex Concrete Const, Inc.

ADDRESS:

1080 Katy Rd.

CITY, STATE & ZIP:

Keller TX 76244

TELEPHONE:

817-454-1995

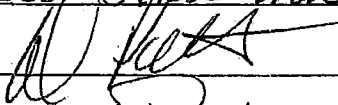
FAX

817-337-8958

EMAIL:

ApexConstruction57@gmail.com

SIGNATURE:



PRINTED NAME:

DANNY PORTER

DATE:

11-8-15



16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**BID FORM CONTINUED**  
**BID # 16-002**

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will at no time be pleaded either a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

COMPANY: Apex Concrete Construction Inc.

ADDRESS: 1080 Katy Rd.

CITY, STATE & ZIP: Keller TX 76244

TELEPHONE: 817-454-1995

FAX: 817-337-8958

EMAIL: ApexConstruction57@gmail.com

SIGNATURE: [Signature]

PRINTED NAME: DANNY TOOTER

DATE: 11-23-2015

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**BIDDER'S STATEMENT OF QUALIFICATIONS**

1. Has your company worked under an annual contract for any cities in this field of work? If yes, please provide at least three references that equate to the required three years of experience (name, address, phone number, e-mail).
2. Please provide your company's years of experience in this field of work. Provide contact information and a project listing.
3. Describe any past relationships with the City of North Richland Hills.
4. Describe your company's equipment inventory (excavation, dump trucks, pavement saws, vehicles, etc.)
5. What is the number of employees for this company?
6. Will you be using any sub-contractors? If yes, please provide their contact information and their years of experience.
7. Please provide your company's location for storing equipment and materials. Can City staff visit the location?
8. Please provide evidence that your company is financially stable.
9. Describe your company's current workload.
10. Elevation profiles are required for each specific repair location. Do you have a qualified person to meet this requirement? Please provide examples of your company's work in this area (examples could include profile sheets, plan sheets, etc.).
11. Please provide a past traffic control plan that your company created on projects such as this.
12. Please describe how you would handle a situation if your company damaged a gas pipeline during excavation.
13. Have you ever been removed from a project for failure of completion?
14. Provide the recent date of your company's training for curb ramp installation (please provide documentation).
15. Provide documentation that your company is carrying Workers' Compensation.
16. The contractor is required to execute a performance bond in the amount of 100% of the total contract price. Can your company meet this requirement?
17. Please provide picture documentation of recent work in this field. Pictures showing curb/gutter repairs, driveway repairs and pavement repairs. Provide the address of each picture's location.

**Provide all documents with your Bid Proposal. All questions must be answered and complete. The City will use this information to help in determining if a bidder is qualified.**

## Apex Concrete Construction

### Statement of Qualifications

1. Currently have Annual Contract with the Town of Flower Mound.

References: City of Southlake Texas

Joe Walsh / 817-709-9430

Scope of Work : Curb /Gutter, Street Repairs, Driveways, Sidewalks

Town of Flower Mound Texas

Wesley Hubbard/ 817-751-5225

Scope of Work: Curb / Gutter, Street Repairs, Driveways, Sidewalks

City of Keller Texas

Kelley Howell / 817-988-0432

Scope of Work : Curb / Gutter, Street Repairs, Driveways, Sidewalks

2. Company and Owners have over 25 years of experience in this field.

City of Keller Maintenance

City of NRH Hike and Bike Trail

City of Southlake Maintenance

City of Grapevine 911 Memorial Project

Town of Flower Mound Maintenance

Birdville ISD Maintenance

3. Have Worked for Public Works as Sub Contractor under Hard Kountry For the past Year
4. Company Equipment: 5 one ton trucks, 1 skid Steer, 4 Trailers, 1 Backhoe, Concrete Saw, Dump Truck, Survey Equipment, 3 Pickups, Haul Truck and Trailer, Trowel Machine.
5. 22 Employees
6. No subcontractors will be used
7. Equipment Stored at 1080 Katy Road Keller TX 76244 (Yes City Staff is welcome to visit)
8. Company is stable total years in business is 17, Current receivables @ 95,000.00  
Annual Gross Sales equal app. 1.5 million
9. Have a steady work load with local Municipal agencies , occasional residential projects.
10. Yes, Owner and Field Supervisors have experience with elevations and grades.
11. Traffic plans have been consistent with City requirements or TMUCD requirements
12. Gas pipeline protocol, (Call 911) Remove all personnel from the area, notify City.
13. No
14. Have had training on ADA do not have documentation available

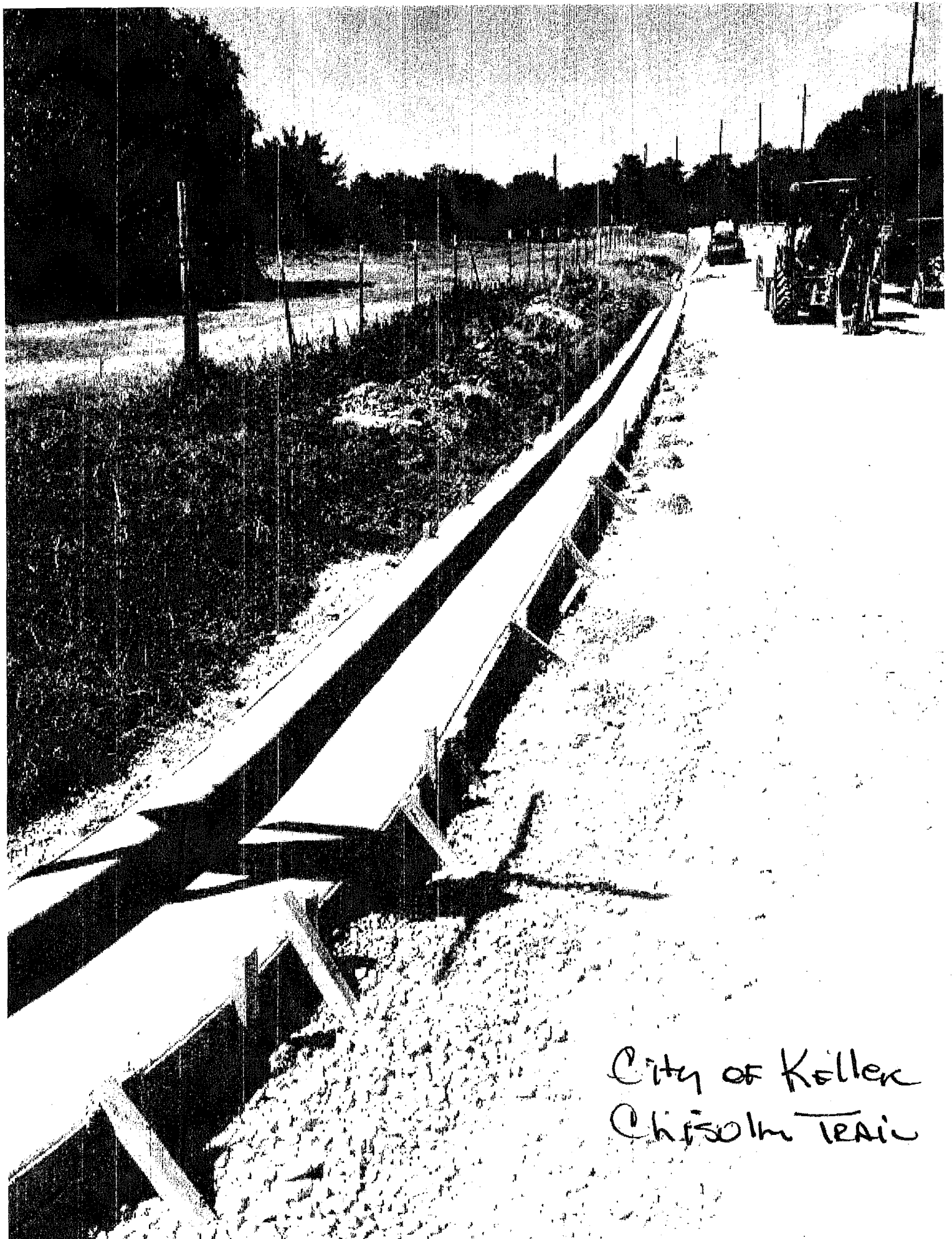
15. Attached is Workers Comp info.

16. Yes

17. Attached

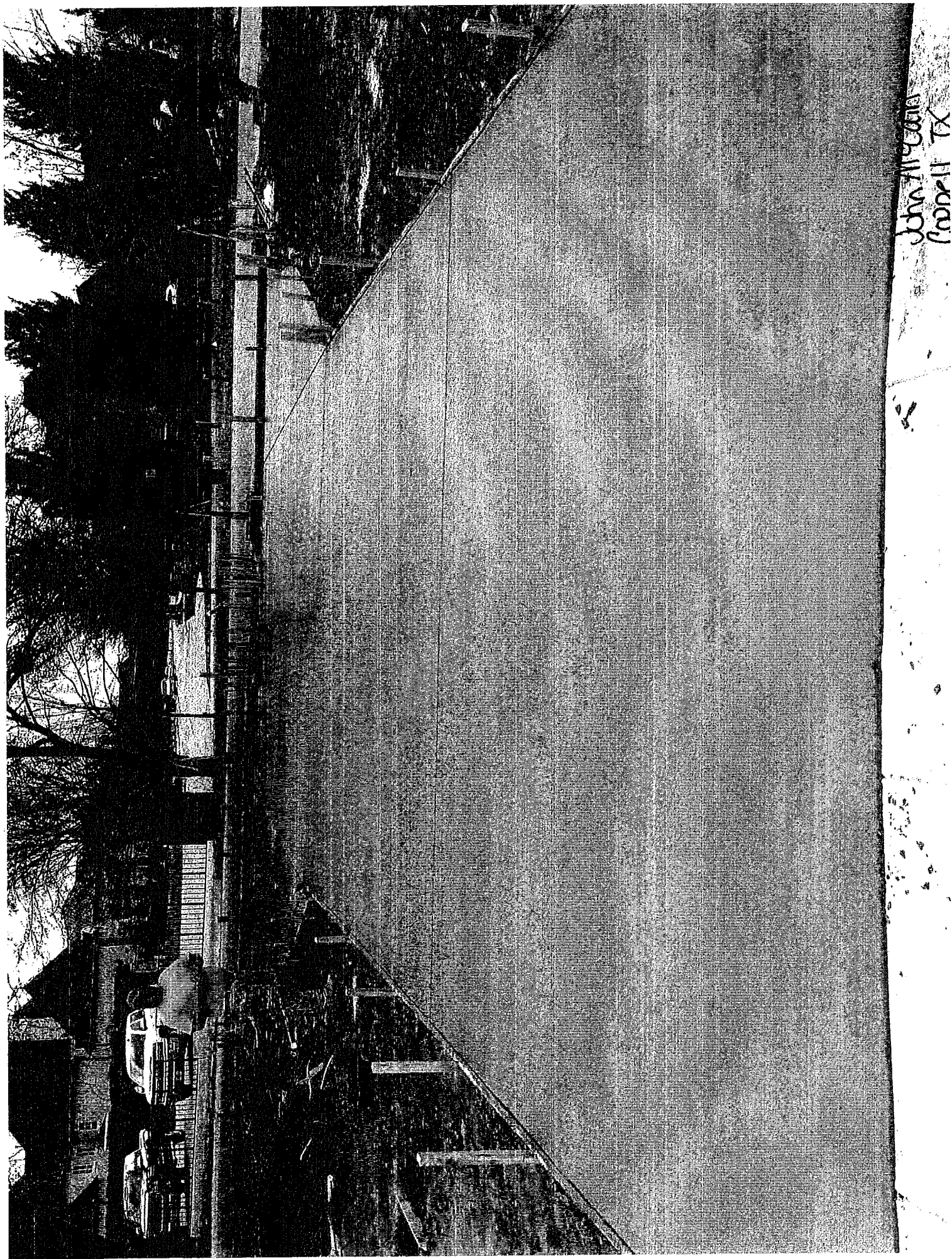


City of Keller  
Chisolm Trail  
@  
Wall Price

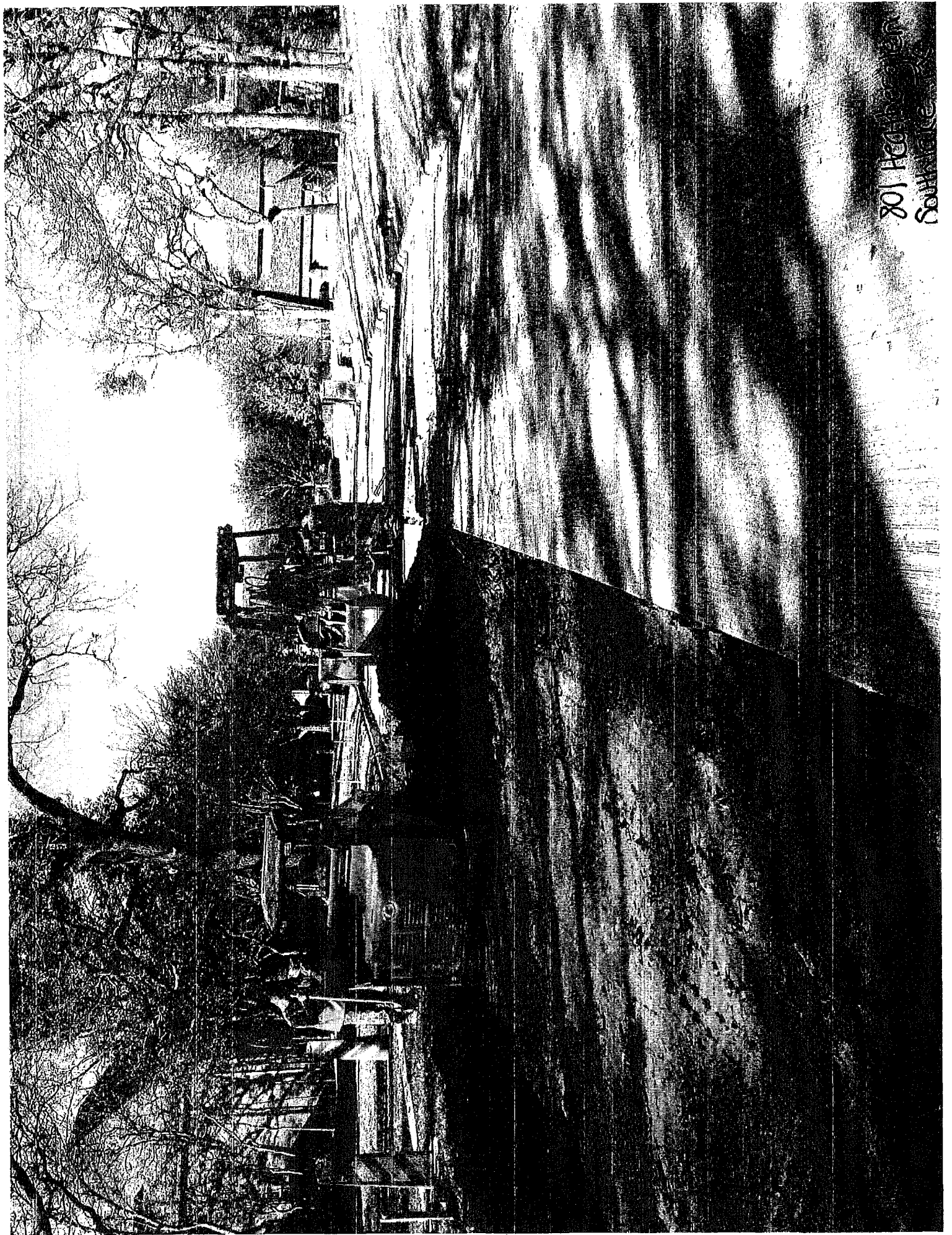


City of Keller  
Chrisolm Train



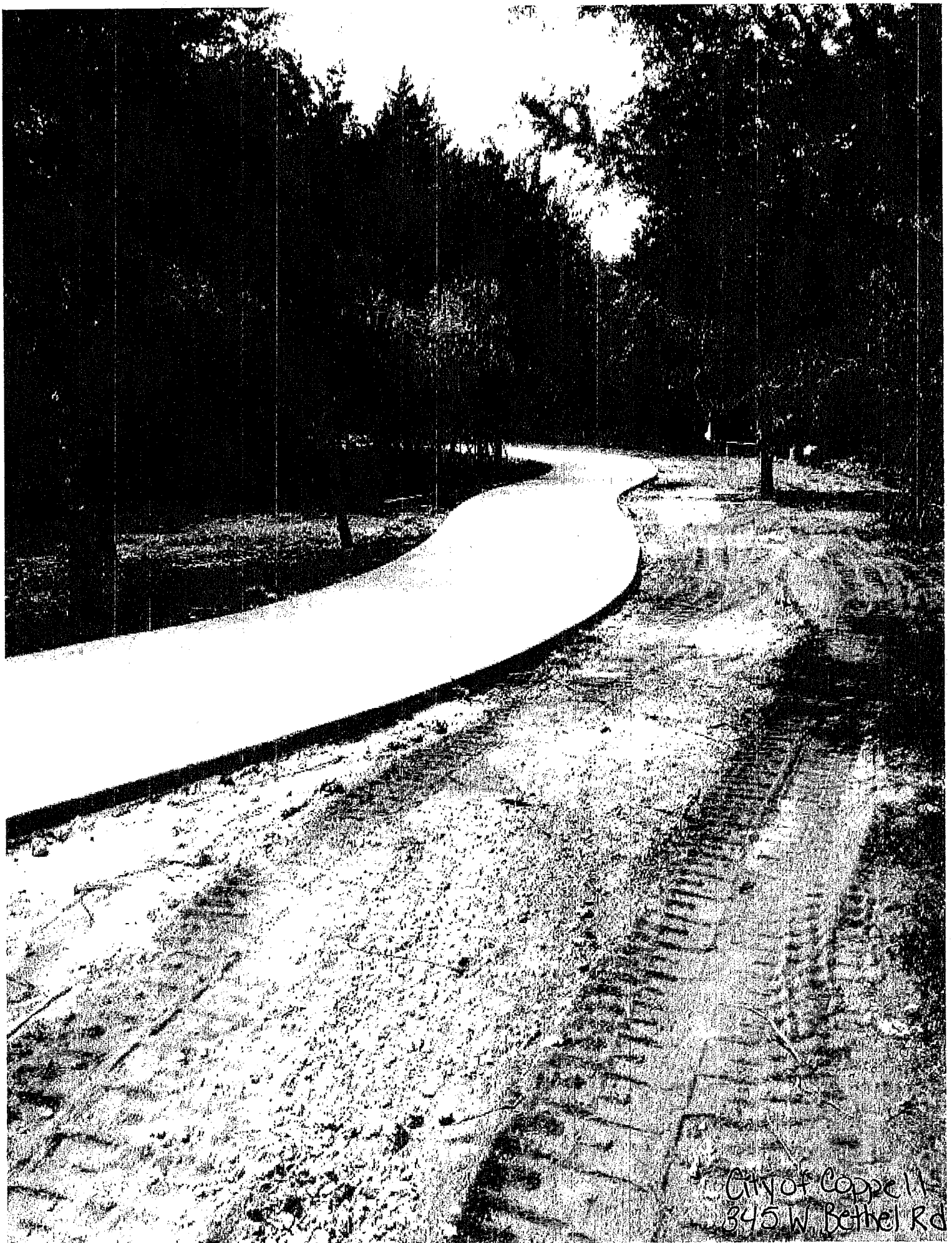


John McLean  
Pond 11 TX



801 Peachtree Street  
Southwest



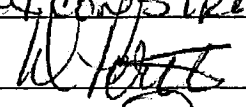


City of Coppell  
345 W. Bethel Rd

## BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Apex Concrete Construction Inc.  
ADDRESS: 1080 Katy Rd  
CITY, STATE & ZIP: Keller TX 76244  
TELEPHONE: 817-454-1995  
FAX: 817-337-8958  
EMAIL: ApexConstruction51@gmail.com  
SIGNATURE:   
PRINTED NAME: Danny Parker  
DATE: 11-24-2015

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

ADOL 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 in this section is being disclosed.

N/A  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 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 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 interest of one percent or more?

☐ Yes

☐ No

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

4

[Signature]  
Signature of vendor doing business with the governmental entity

11-23-2015  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FTR Insurance Services, LLC PO Box 382 Grapevine TX 76099	<b>CONTACT NAME:</b> Tom Ramsey	
	<b>PHONE (A/C, No, Ext):</b> (817) 442-4848 <b>FAX (A/C, No):</b> (866) 583-1550	
	<b>E-MAIL ADDRESS:</b> tomramsey@ftrinsurance.com	
<b>INSURED</b>  Apex Concrete Construction, Inc. 1080 Katy Road Fort Worth TX 76244	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Ohio Security Insurance Company	24082
	<b>INSURER B:</b> Ohio Casualty Insurance Company	24074
	<b>INSURER C:</b> Accident Fund Insurance Company of America	10166
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x	x	BKS 56015026	03/07/2015	03/07/2016	MED EXP (Any one person) \$ 15,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	x	x	BAS 56015026	03/07/2015	03/07/2016	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB			USO 56928223	09/08/2015	03/07/2016	AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	x	WCV 6105139	10/20/2015	10/20/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Equipment Floater			BKS 56015026	03/07/2015	03/07/2016	Leased Rented Limit \$200,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

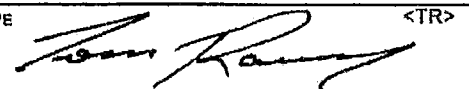
## CERTIFICATE HOLDER

## CANCELLATION

Apex Concrete Construction, Inc.  
1080 Katy Road  
Fort Worth TX 76244

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 <TR>

© 1988-2010 ACORD CORPORATION. All rights reserved.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

SAMPLE WARRANTY

DATE:

OWNER: CITY OF NORTH RICHLAND HILLS, TEXAS

PROJECT LOCATION: VARIOUS LOCATIONS

We, Apex Concrete Const. Inc. as an installation contractor for the above project, do hereby guarantee that for a period of one year from the acceptance date by Owner, the above construction/repair work will be and remain free from all defects in workmanship and materials and that it will comply with all the specific requirements of the specifications governing the work under our Contract for the above project.

It is further understood and agreed between ourselves that if any of the above work becomes defective as the result of defective materials or workmanship furnished by the undersigned, during this one year period, we will, entirely at our expense, repair or replace it with new work meeting all the requirements of the specifications and will bear removal and replacement of any of the work covered by the guarantee, also all cost for damage, travel expenses and all labor in connection therein.

Contractor: Apex Concrete Const. Inc. North Richland Hills Public Works

By: Danny Porter Accepted By: \_\_\_\_\_

Title: President Title: \_\_\_\_\_

Date Submitted: 11-22-2015 Date Received: \_\_\_\_\_

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

CONTRACTOR INFORMATION

Name of Firm: Apel Concrete Construction Inc.

Type of Firm: ☒ Corporation ☐ Sole Proprietorship ☐ Other

Address: 1080 Katy Road  
Keller TX 76244

Phone Number: 817-454-1995 Fax Number: 817-337-8958

Number of years in business: 16

Names of Principals:

President: DANNY PORTER

Vice-President: ROBERT SLAVINA

Secretary: ROBERT SLAVINA

Treasurer: DANNY PORTER

I.R.S. Number: 46-4965326

A list of all previous experience with similar type and size projects must be submitted with bid. List must include company name, contact, contact phone number and type of project. A similar list must also be submitted for all sub-contractors proposed to complete work under this agreement.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**SUB-CONTRACTOR INFORMATION**

Name of Firm: \_\_\_\_\_

Type of Firm:    ☐ Corporation    ☐ Sole Proprietorship    ☐ Other

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Names of Principals:

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

I.R.S. Number \_\_\_\_\_

**Note: A separate form must be completed for each subcontractor.**

**A list of sub-contractor experience with similar type and size projects must be submitted with bid.**

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

NON-COLLUSION AFFIDAVIT OF BIDDER

State of TEXAS County of TARRANT  
DANNY PORTER verifies that:  
(Name)

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

APEX CONCRETE CONST. 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;

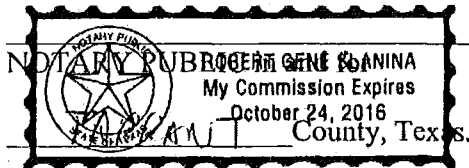
- (3) Neither said bidder nor any of its officers, partners, agents or employees has  
in any way colluded, conspired or agreed, directly or indirectly with any other  
bidder, firm or person to submit a collusive or sham bid in connection  
with attached bid and the price or prices quoted herein are fair and proper.

[Signature]  
SIGNATURE

DANNY PORTER  
PRINTED NAME

Subscribed and sworn to before me this

24th day of November 2015



My commission expires \_\_\_\_\_

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID



16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

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 Rd.  
Keller TX 76244  
\_\_\_\_\_

Definition:

"Non-Resident Bidder" - A bidder 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 Bidder" - A bidder 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.

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

**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**

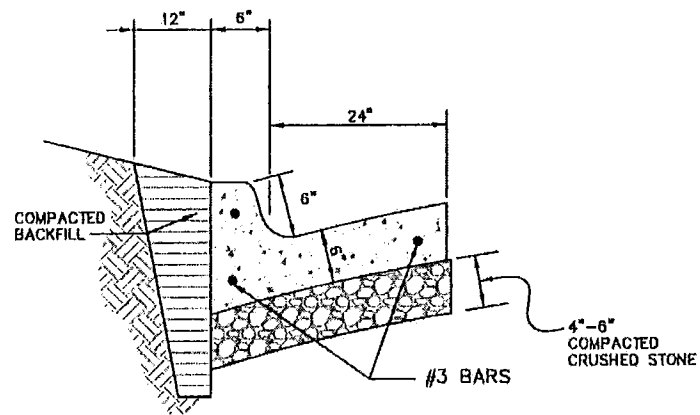
\_\_\_\_\_ **Disadvantaged Business Enterprise**

16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

## **DRAWINGS**

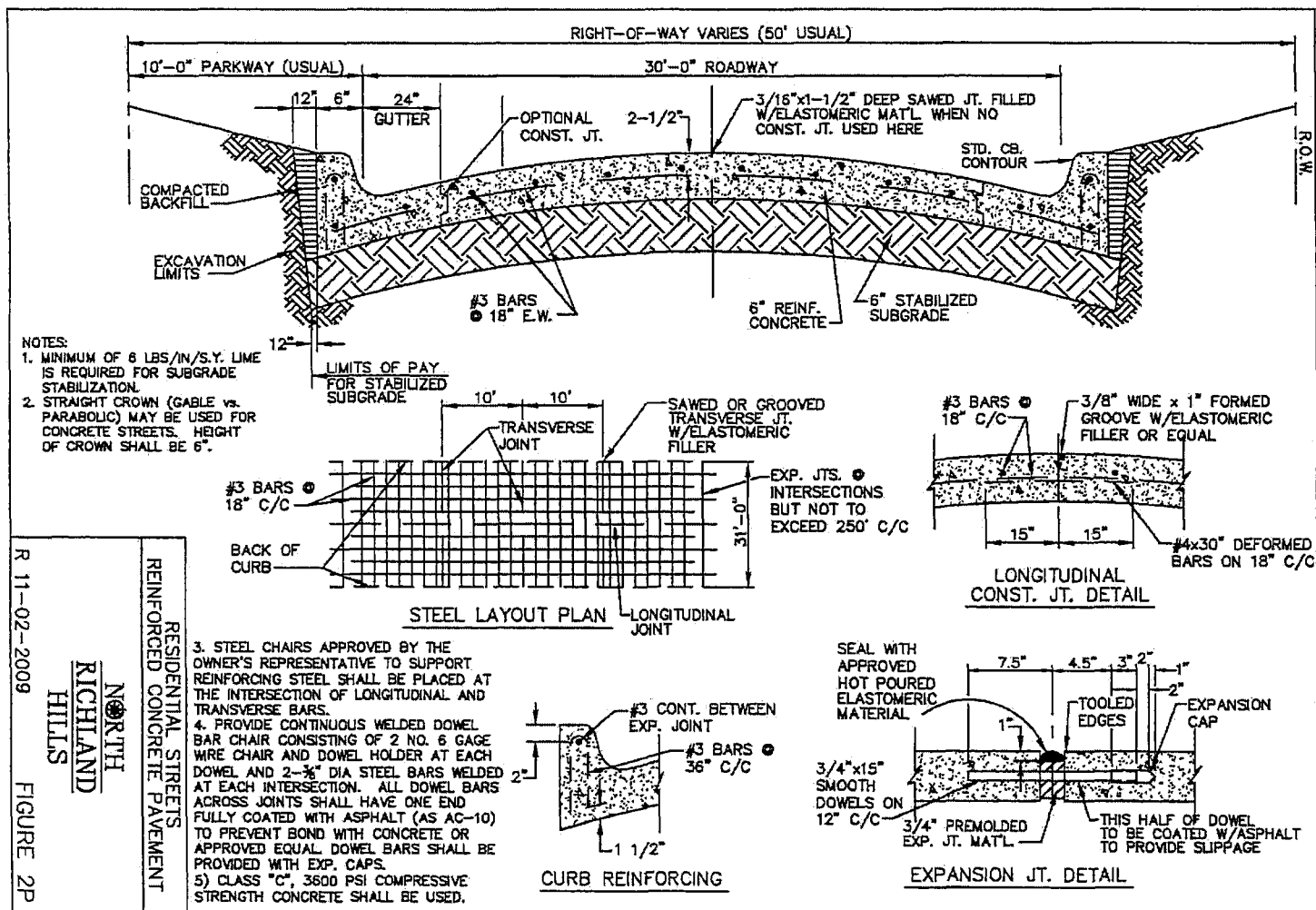
Deviations from the Detail Drawings or to the referenced Specifications must be approved by the designated city representative prior to proceeding with construction.

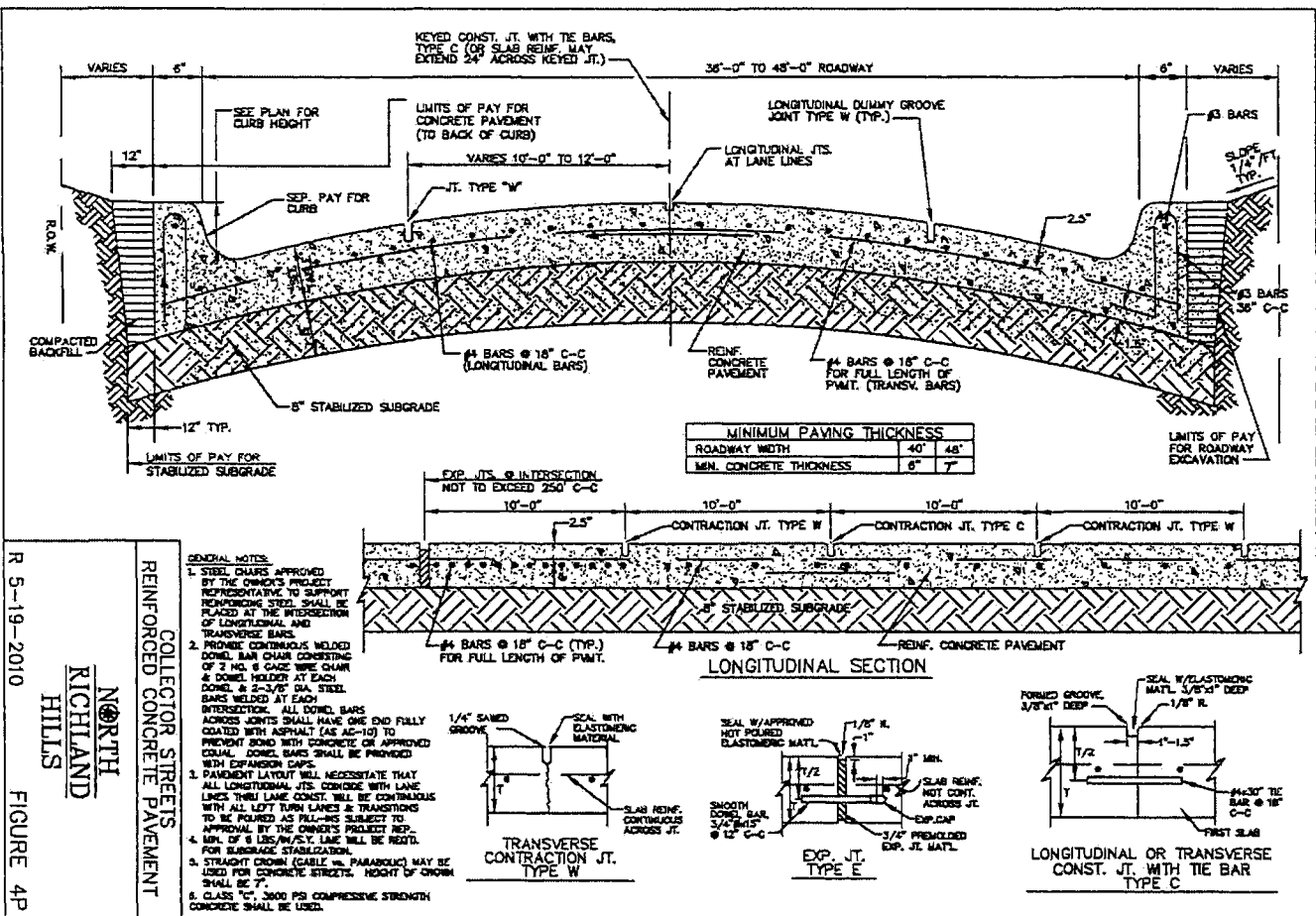
16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

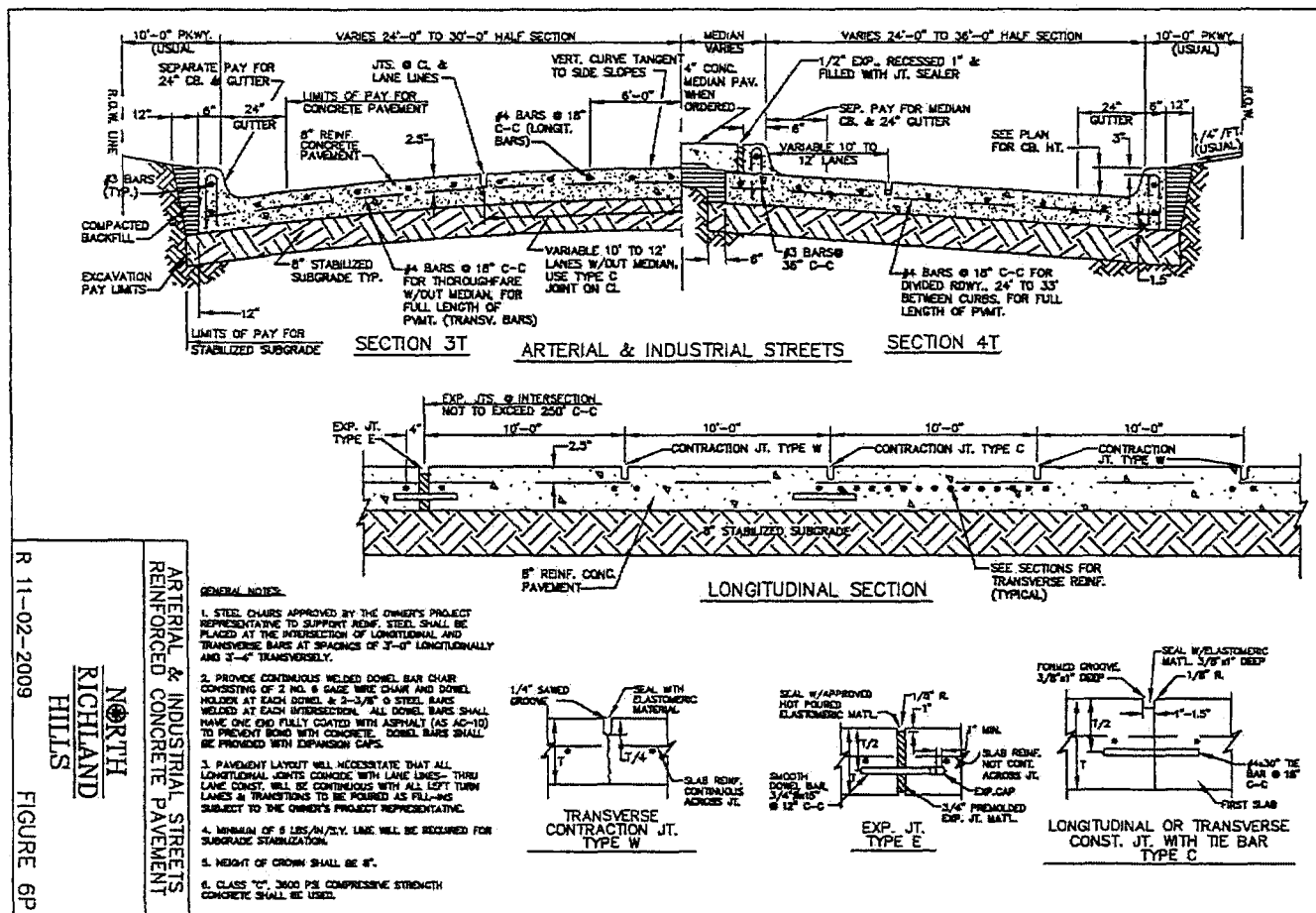


TYPICAL CURB / GUTTER  
REPLACEMENT

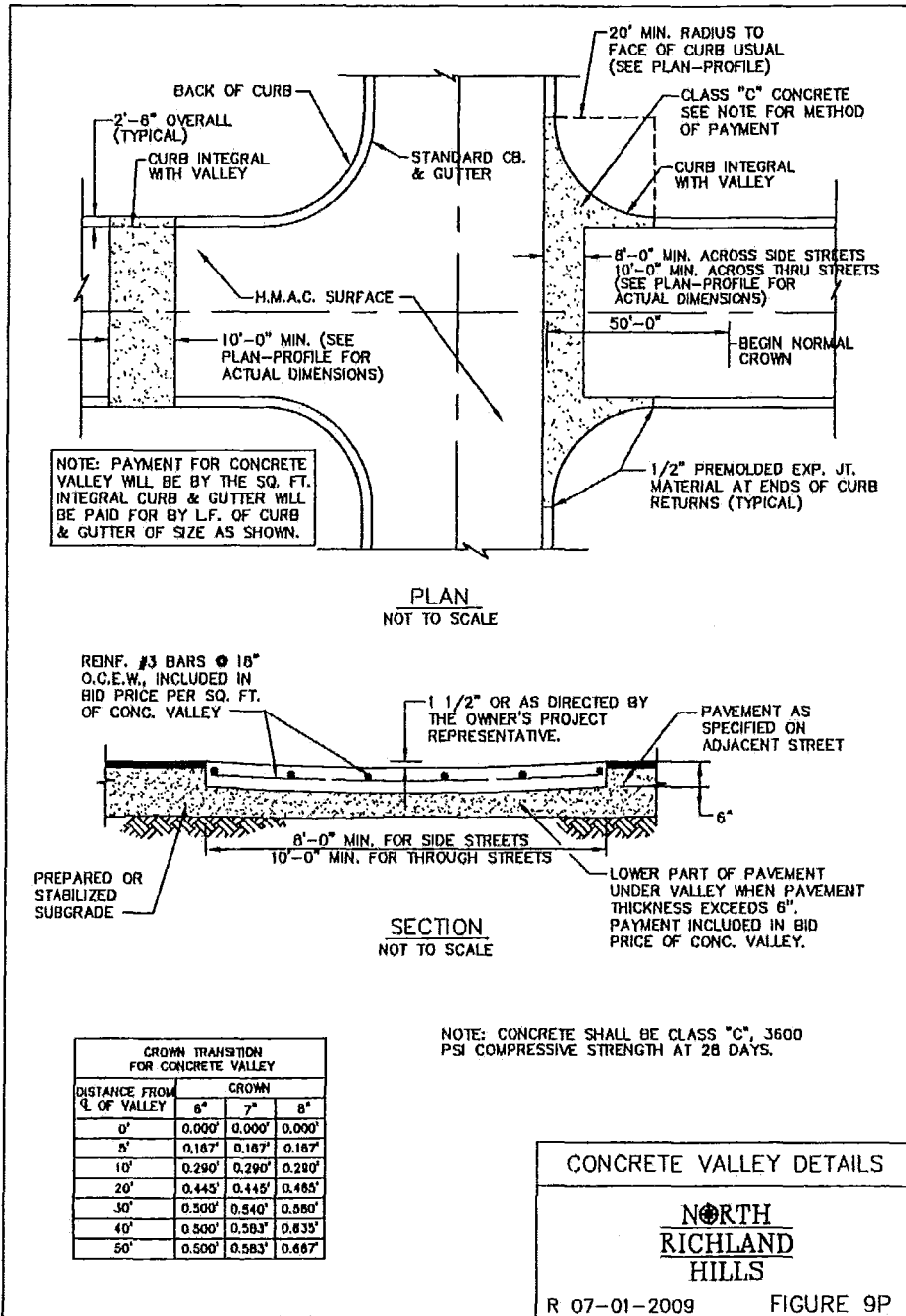
NORTH  
RICHLAND  
HILLS





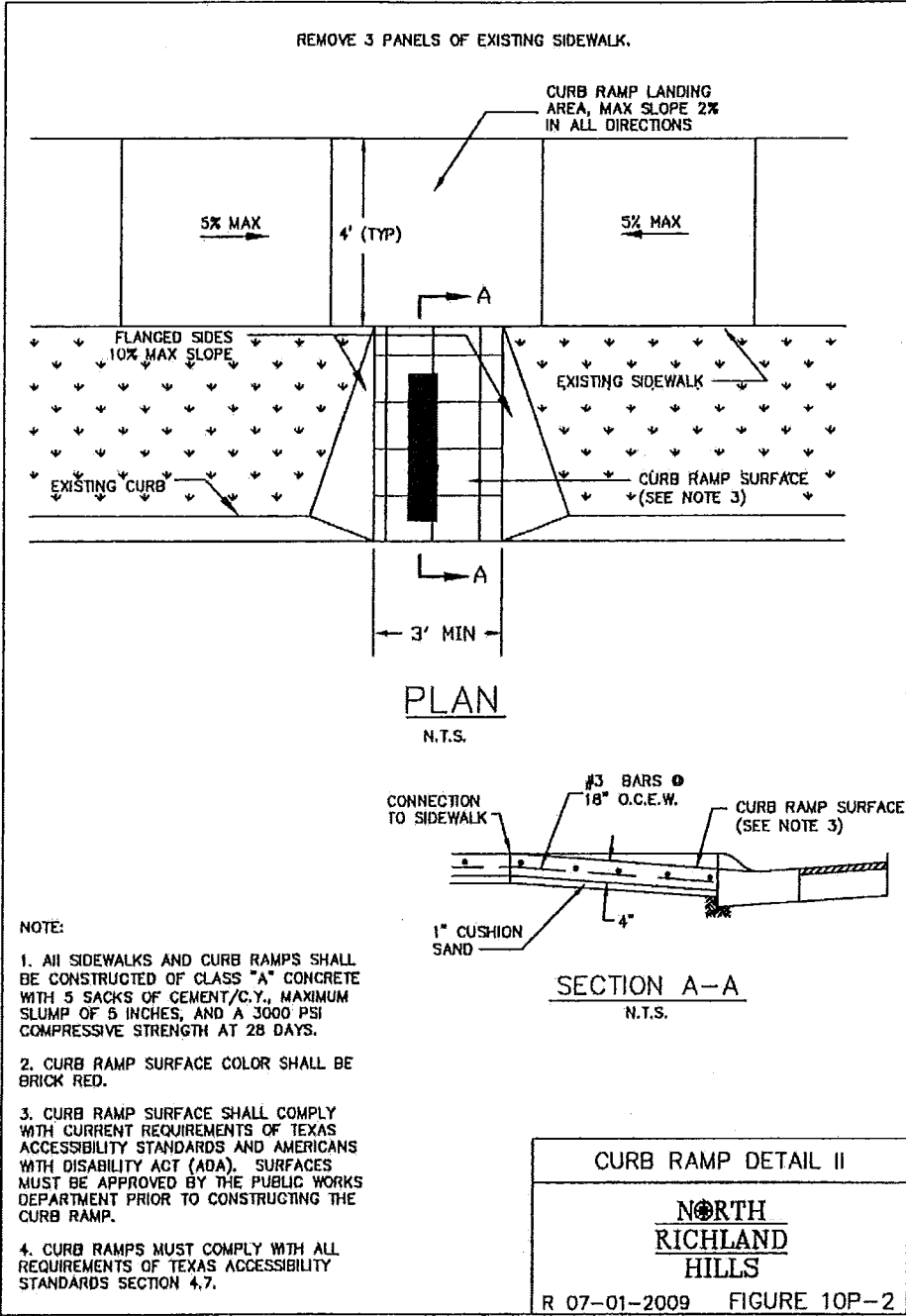


# 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS

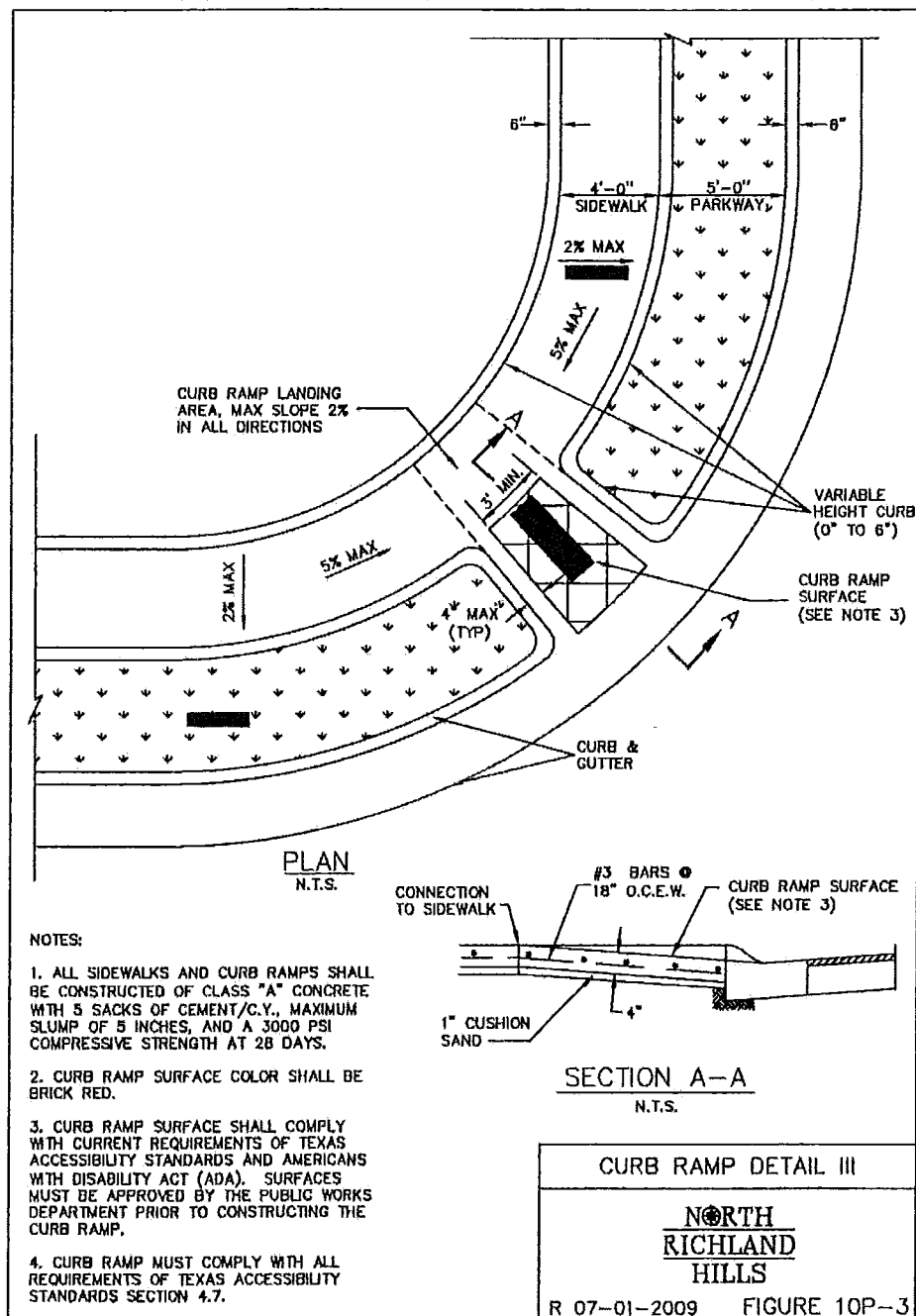




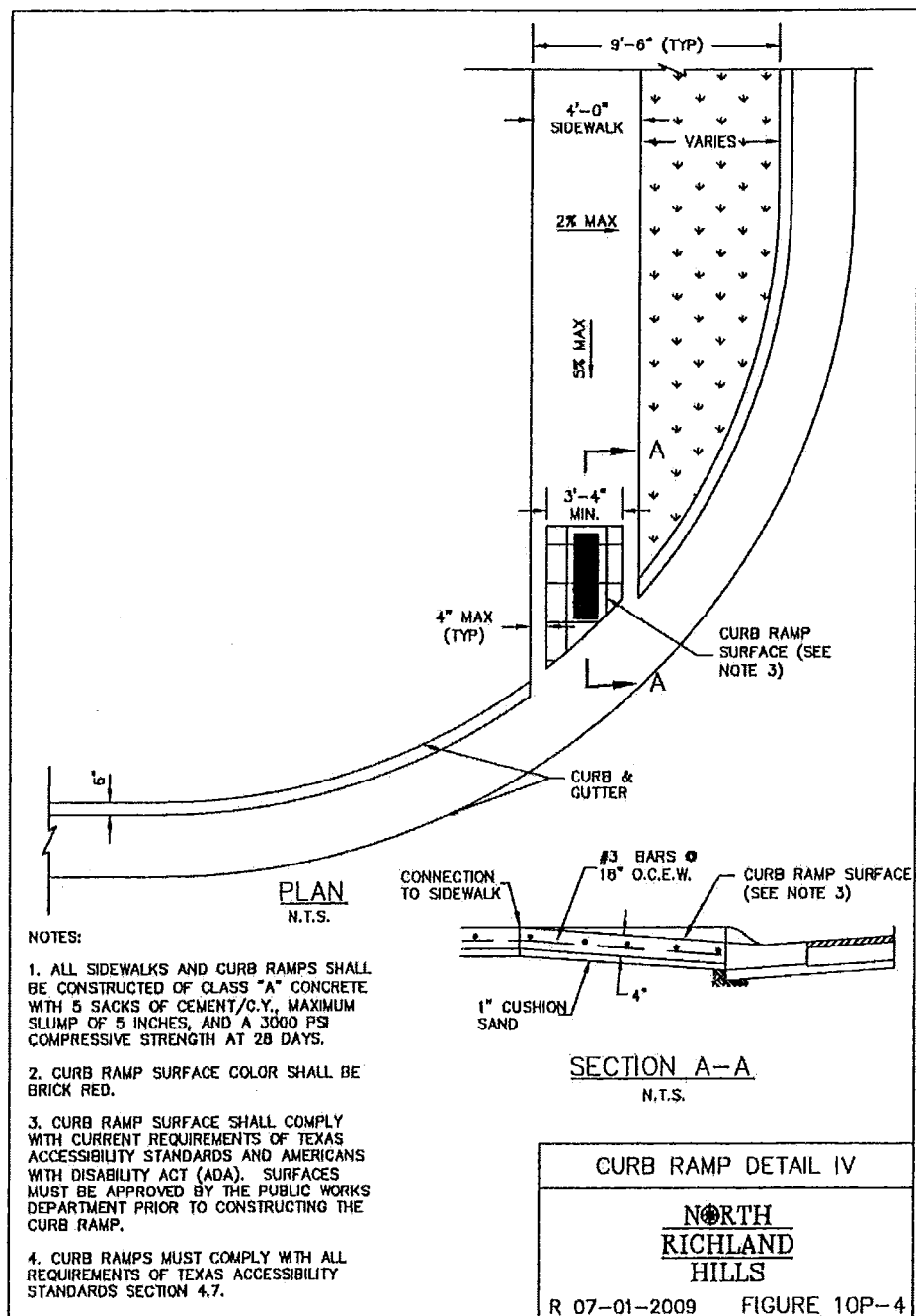
## 16-002 SUPPLEMENTAL MISCELLANEOUS CONCRETE IMPROVEMENTS



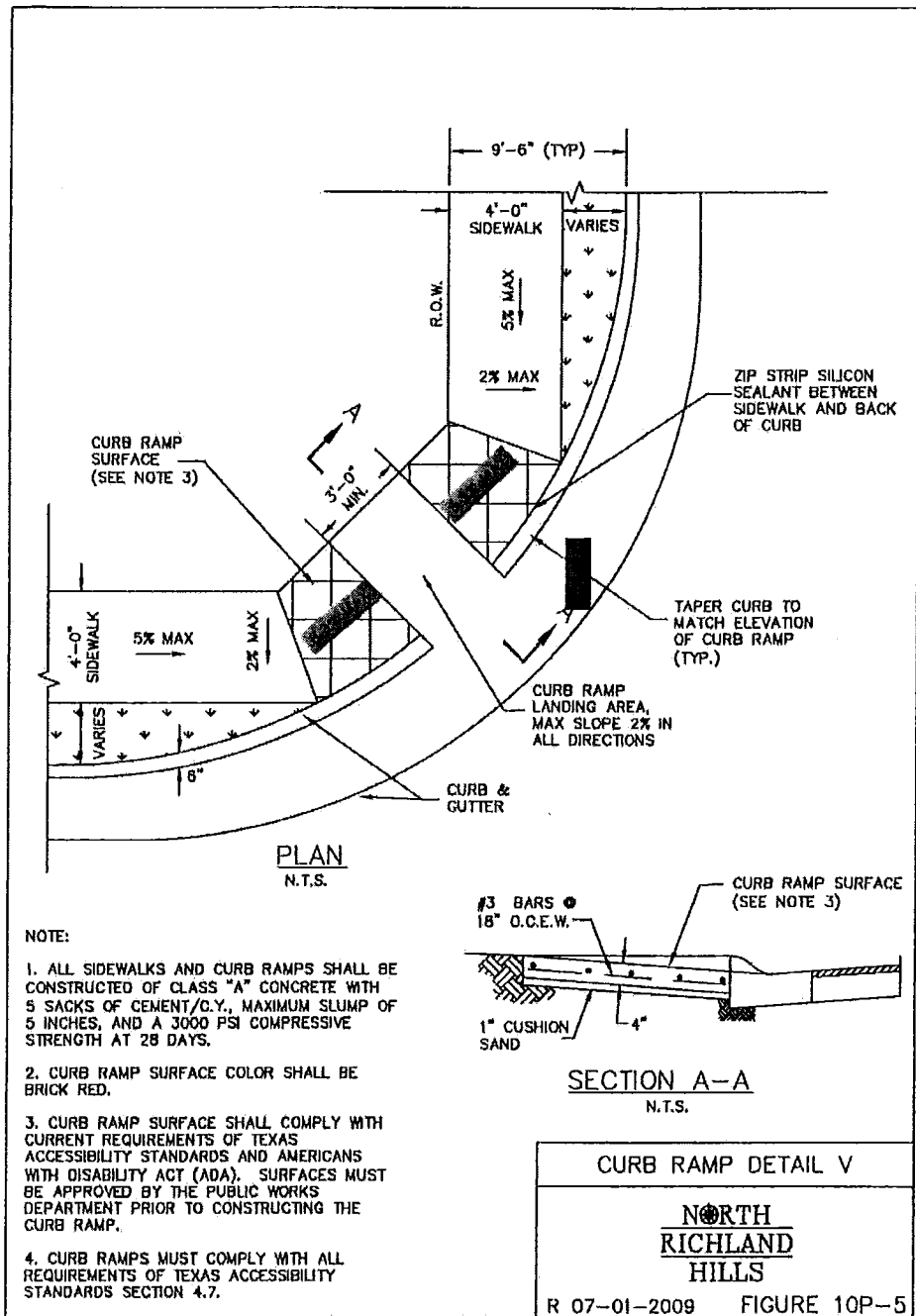
# MISCELLANEOUS CONCRETE IMPROVEMENTS



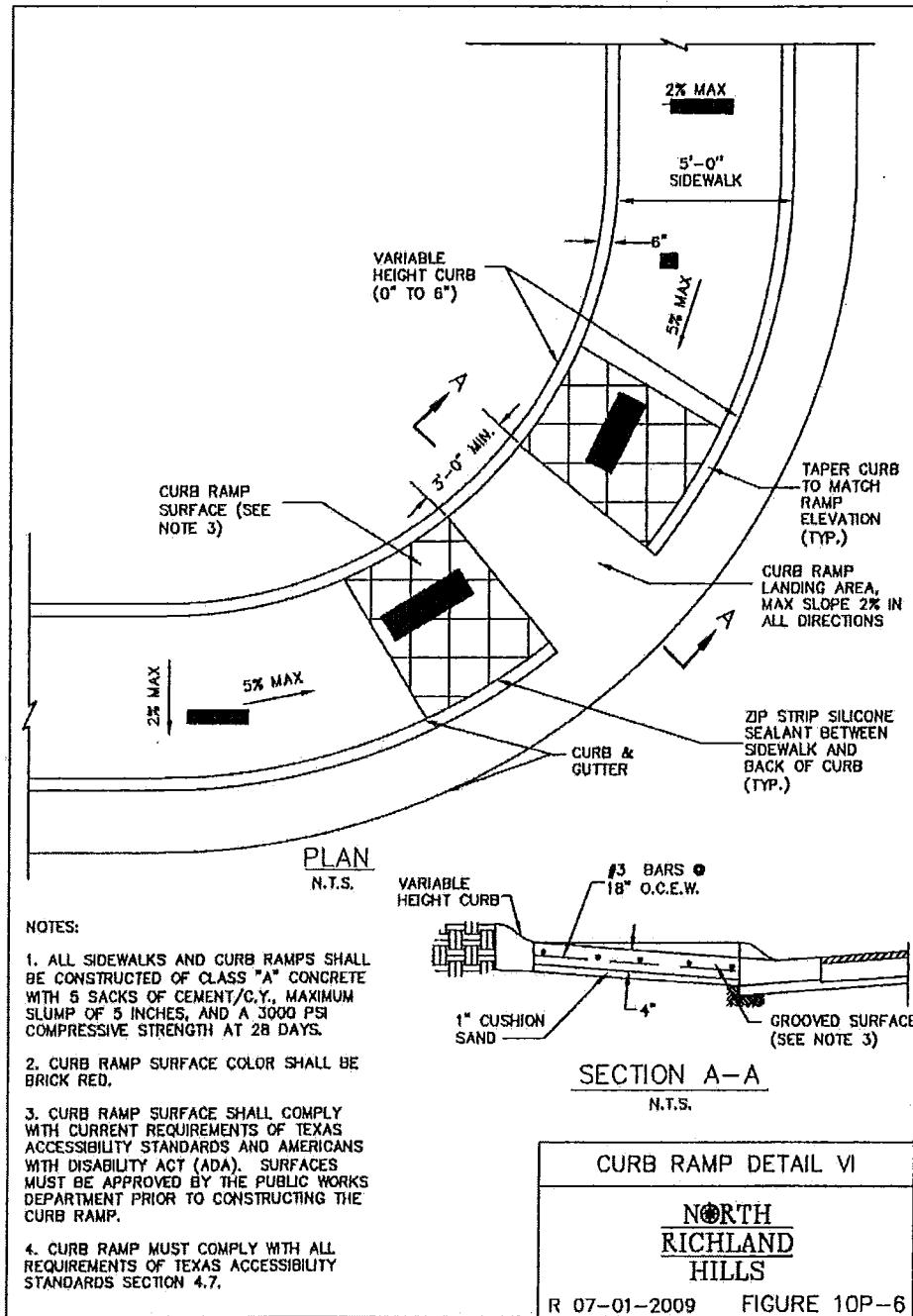
# MISCELLANEOUS CONCRETE IMPROVEMENTS



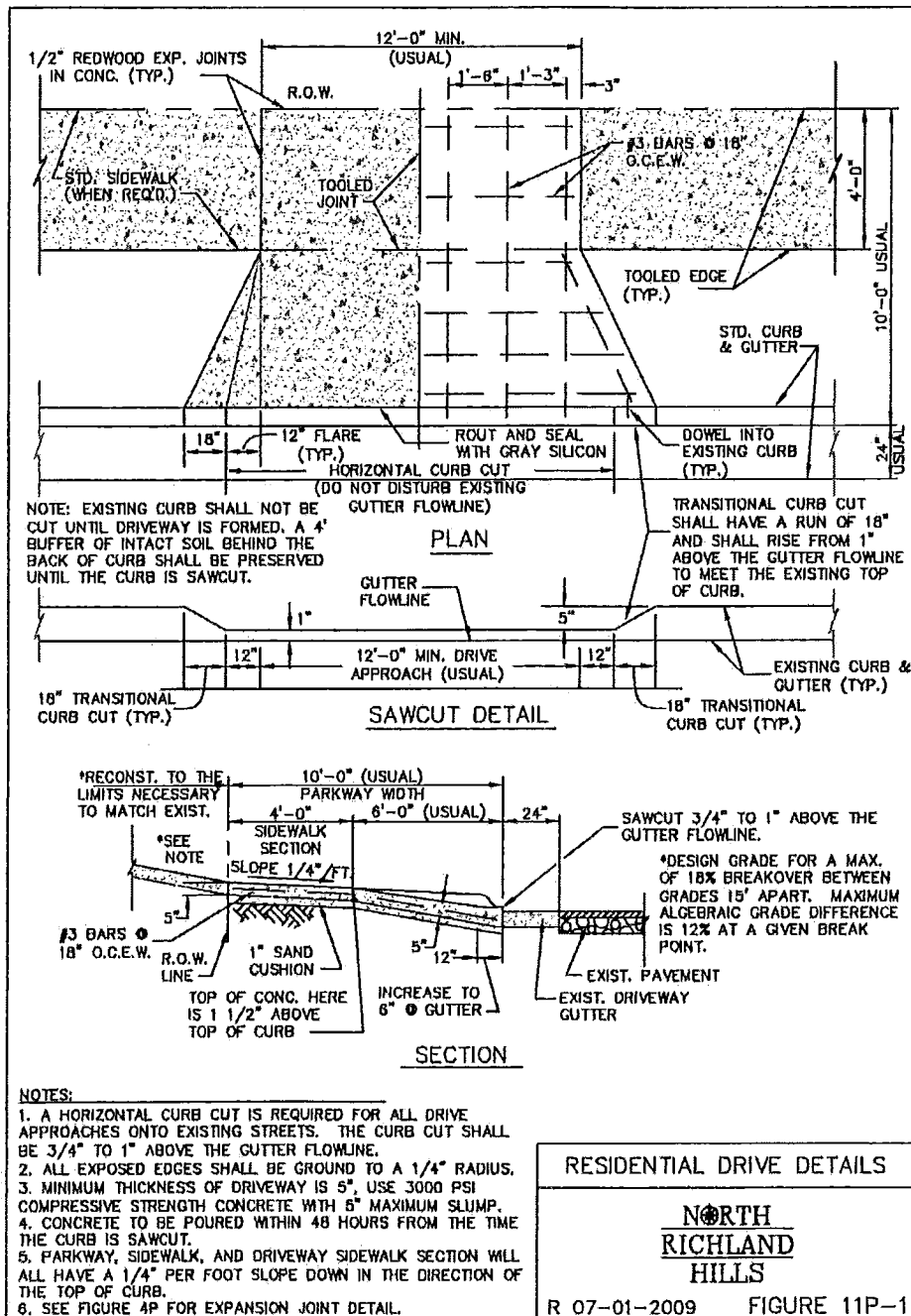
# MISCELLANEOUS CONCRETE IMPROVEMENTS



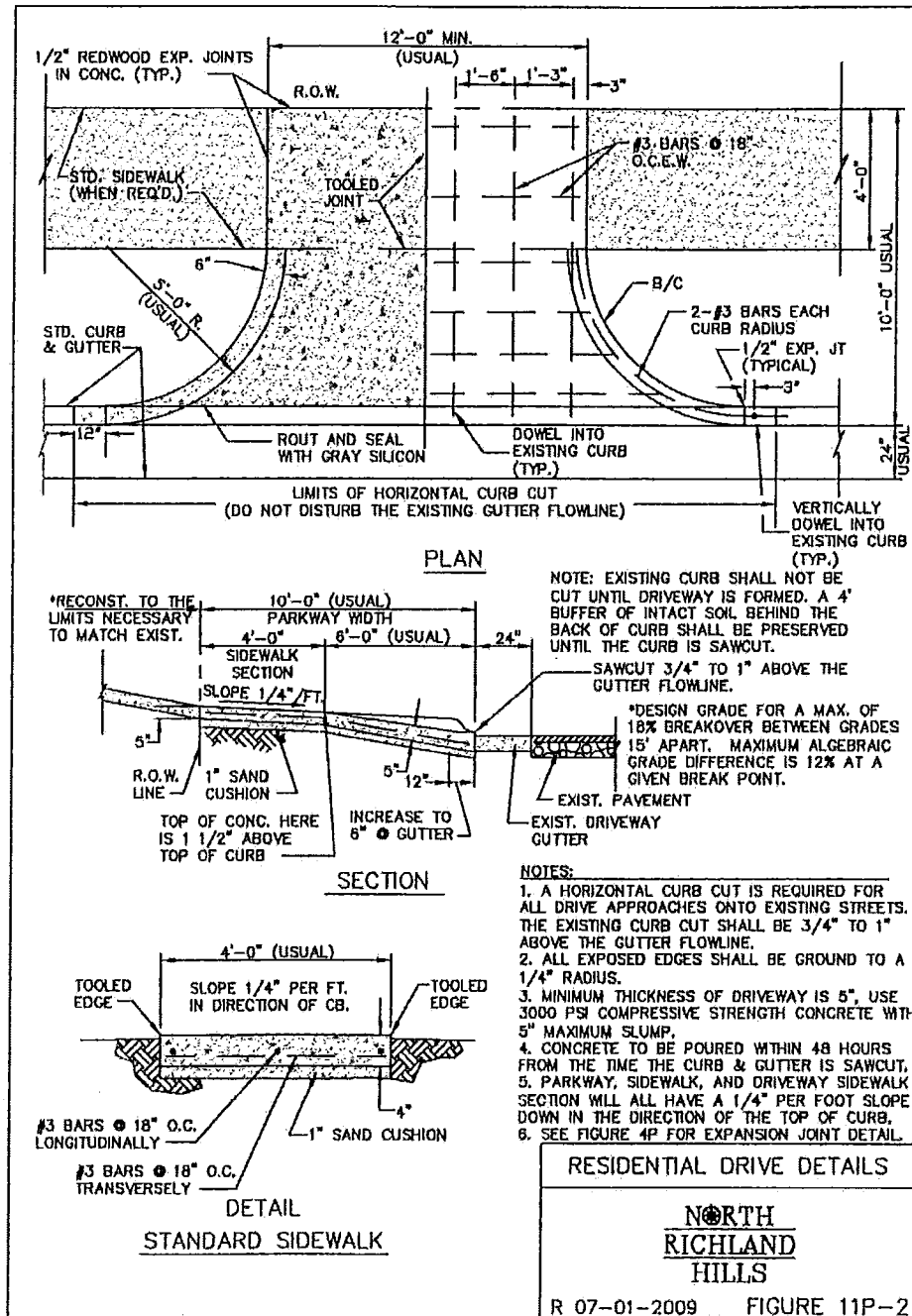
# MISCELLANEOUS CONCRETE IMPROVEMENTS



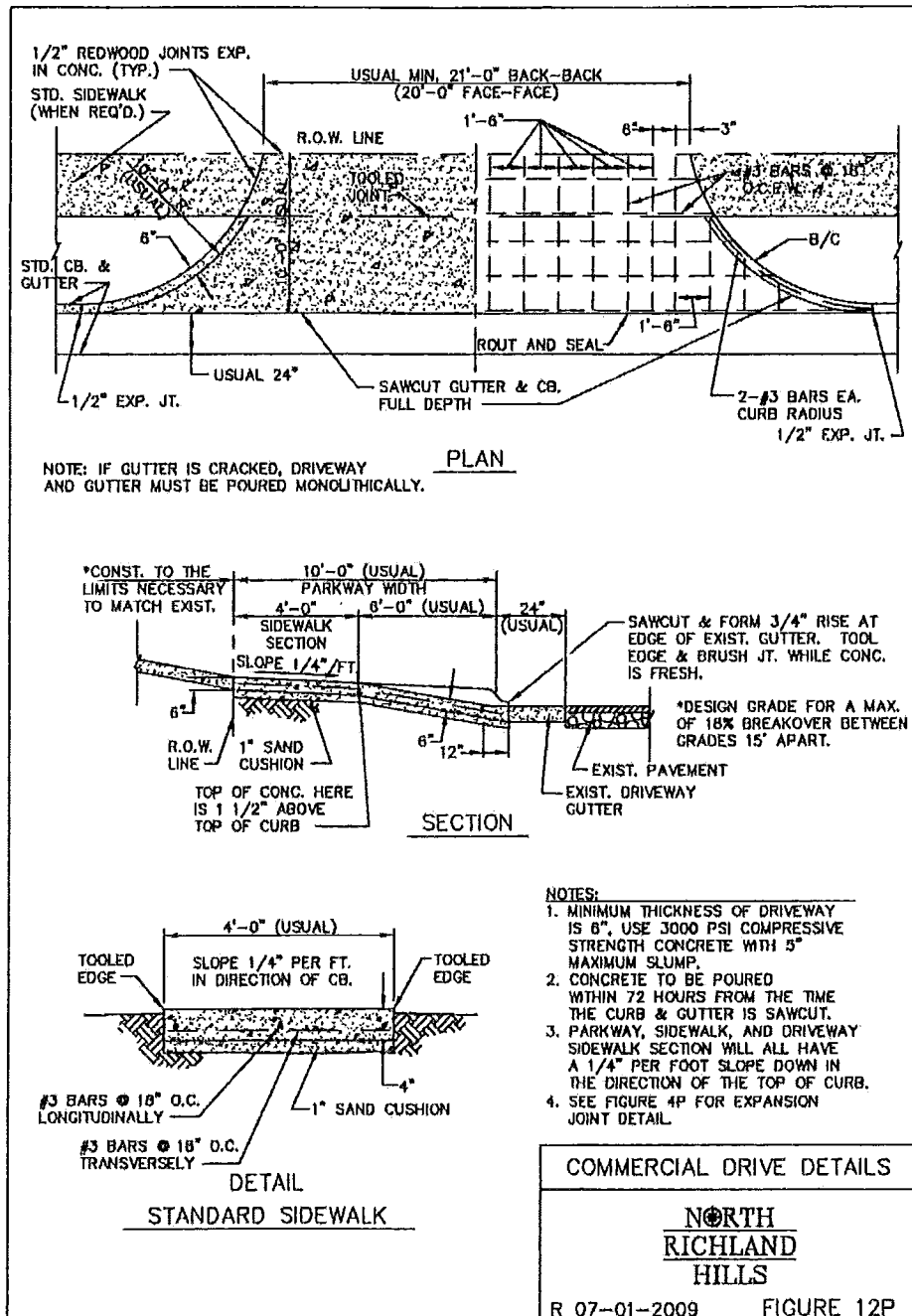
# MISCELLANEOUS CONCRETE IMPROVEMENTS



# MISCELLANEOUS CONCRETE IMPROVEMENTS



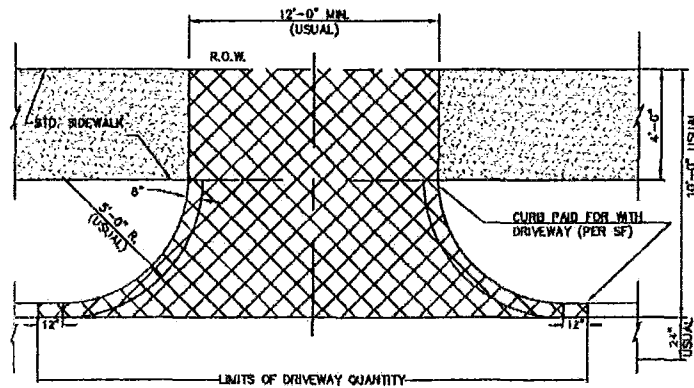
# MISCELLANEOUS CONCRETE IMPROVEMENTS





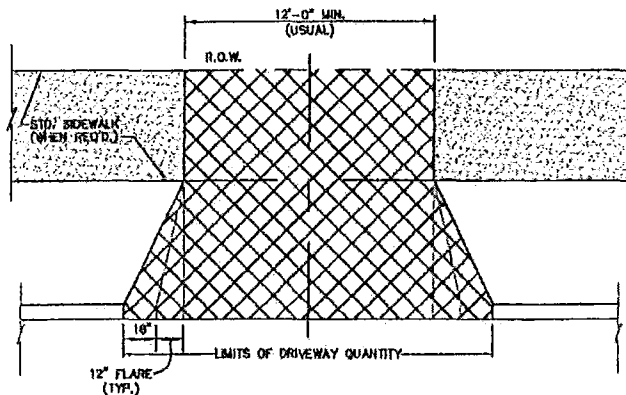
# MISCELLANEOUS CONCRETE IMPROVEMENTS

Drive Approach Measurement Table Figure DW-M



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



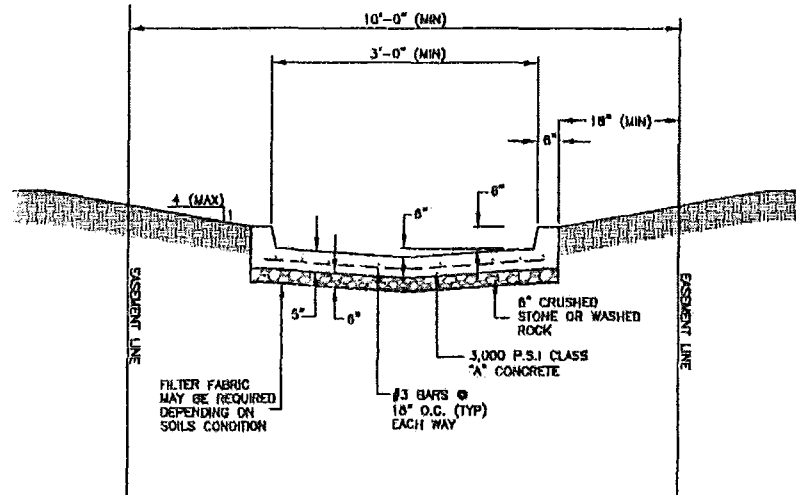
Driveway w/ Flares

	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	386.25





## MISCELLANEOUS CONCRETE IMPROVEMENTS



### NOTES:

1. FLUME SHALL BE CONTAINED IN A PERMANENT DRAINAGE EASEMENT AT LEAST 10' IN WIDTH WITH A MINIMUM OF 18" OF EASEMENT ON EACH SIDE OF THE FLUME MEASURED FROM BACK OF CURB.
2. SIDE SLOPES SHALL BE SMOOTH EARTHEN FREE OF ROCKS AND SHALL RECEIVE THE FOLLOWING; 6" OF TOPSOIL, HYDROMULCH, AND A SOIL RETENTION BLANKET, OR AN ALTERNATIVE APPROVED BY THE PUBLIC WORKS DEPARTMENT. ALL VEGETATION SHALL EXTEND TO THE EASEMENT LINES ON EACH SIDE OF THE FLUME.
3. NO FENCING WILL BE PERMITTED THAT ENCROACHES OR CROSSES THE FLUME.
4. 12" MINIMUM DIAMETER ROCK RUBBLE RIP-RAP, GROUTED WITH ONE HALF OF ROCK EXPOSED MUST BE INSTALLED AT THE OUTFALL TO MINIMIZE EROSION.
5. EXPANSION JOINTS SHALL BE CONSTRUCTED AS REQUIRED BY THE PUBLIC WORKS DEPARTMENT.
6. CONTROL JOINTS SHALL BE CONSTRUCTED AND SPACED IN DIRECT PROPORTION TO THE WIDTH OF THE FLUME, I.E. 5' FLUME WIDTH RESULTS IN 5' CONTROL JOINT SPACING.
7. FLUMES WHICH INTERSECT SIDEWALKS OR FUTURE SIDEWALK LOCATIONS SHALL BE CONSTRUCTED WITH ADA ACCESSIBLE RAMPS TO ACCOMMODATE THE CROSSING. FLUMES SHALL NOT BE "BRIDGED" BY STEEL PLATES OR OTHER SUCH STRUCTURES.
8. THE CONCRETE FLUME DETAILED IN THIS DRAWING IS NOT INTENDED FOR USE AS A PILOT CHANNEL IN EARTHEN CHANNELS. SEE DETAIL 40 FOR CONCRETE PILOT CHANNEL REQUIREMENTS.

CONCRETE FLUME

**NORTH  
RICHLAND  
HILLS**

R 07-01-2009      FIGURE 5D

# MISCELLANEOUS CONCRETE IMPROVEMENTS

