



City of Rockwall
The New Horizon

**CITY OF ROCKWALL, TEXAS
INVITATION TO BID
FOR
LIFT STATIONS FENCE PROJECT**

BID DUE: 3:00 PM, MARCH 1, 2021

OPENING: CITY HALL
COUNCIL CHAMBERS
385 S. GOLIAD, ROCKWALL, TX 75087

SUBMIT TO: LEA ANN EWING
PURCHASING AGENT
CITY OF ROCKWALL
385 S. GOLIAD, ROCKWALL, TX 75087

**City of Rockwall
Lift Stations Fence Project
Specifications and Bid Form**

Contractors are encouraged to make site visits before completing bid submittal. To schedule site visits, contact Shon Bellah, Production Tech Field Supervisor, at 972-977-5577 or sbellah@rockwall.com

The following scope of work for each lift station shall include labor, equipment and material as required to furnish and install a new 8' Ultra Aluminum Industrial UAS-100 Industrial Premium Satin Black Fence with 8" x 24" Mow strip and required gates to enclose the new generator at two (2) Lift Stations. All concrete to be reinforced with #4 Rebar at 12" OCEW and strength requirement is 3500PSI.

<u>Item</u>	<u>Item Description</u>	
1)	<u>Justin Lift Station (660 Justin Rd.)</u> – 1. Furnish approximately 114' LF including 12' Double Drive (DD) Gate 2. Add new reinforced 8" x 24" concrete mow strip and fence to enclose the new generator. There is to be approximately 114' LF of new mow strip and fence. Mow strip needs to be 8" above grade on backside of property. Grade to drain. Install weed mat and flex base 4" thick to grade. Plug and modify existing irrigation as required. 3. The fence is to be 8' Ultra Aluminum UAS-100 Industrial Premium grade black powder coated aluminum with 3" square posts and all accessories. Screws used to attach fence shall be stainless steel.	\$ _____
1a)	Remove and dispose of any trees, shrub or underbrush needed to properly install fence	\$ _____
1b)	Any additional costs not included in the above List: _____ _____	\$ _____
1c)	<u>Justin Lift Station</u> – Fencing total bid Item 1 + 1a + 1b = 1c	\$ _____

<u>Item</u>	<u>Item Description</u>	
2)	<u>Shores Lift Station (1400 Champions Dr.) –</u>	
	1. Furnish approximately 240 LF including 18' Double Drive (DD) Gate of 8 foot Ultra Aluminum Fence UAS-100 Industrial Premium grade black powder coated Satin Black Fence with 3 inch square posts and all accessories. Screws used to attach fence shall be stainless steel.	
	2. Furnish and install 8" x 24" wide approximately 240 LF of reinforced concrete mow strip as part of the new fence. Mow strip needs to be elevated and graded for proper drainage. Remove any trees/stumps as needed. Install weed mat and flex base 4 inch thick to grade.	
	3. All concrete to be reinforced with #4 rebar at 12-inch OCEW and strength requirement is 3500PSI.	
		\$ _____
2a)	Remove and dispose of any trees, shrub or underbrush needed to properly install fence and mow band	\$ _____
2b)	Any additional costs not included in the above List:	\$ _____

2c)	<u>Shores Lift Station –</u> Fencing total bid Item 1 + 1a + 1b = 1c	\$ _____
Total Bid 1c + 2c		\$ _____

If the total bid exceeds \$99,999.00, please include a bid bond (5% of total bid), performance (100% of total bid), payment (100% of total bid) and maintenance (2 years from completion) bonds cost.

Describe warranty for labor and materials for all lift station fences:

CITY OF ROCKWALL, TEXAS Bid Response Signature Form

Delivery for all said equipment shall be FOB City of Rockwall, Lift Station locations. State below the number of calendar days for project completion both locations combined after vendor receives order and/order contract for construction is signed.

_____ calendar days ARO

The undersigned hereby certifies that he understands all the terms, conditions, and specifications and has read them carefully and will furnish and deliver all materials and services specified within this document.

Authorized Signature _____

Printed Name and Title _____

Company Name _____

Mailing Address _____

City, State, Zip _____

Office Phone _____ Fax _____

Cell Phone _____ E-mail _____

Date _____

Note: Do not detach any forms or documents. Fill in with ink and submit this completed document with all attachments.

List three current references where you have performed similar work in size and scope:

Contact Name	Company	Phone	Email
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1.

2.

3.

CITY OF ROCKWALL, TEXAS General Provisions of the Bid

1.0 Submission of Bid

1.1 One (1) original and (1) copy of all bid documents shall be submitted in a sealed package or container. Bid Title and Vendor's name/address and any addenda received should be marked on the outside of the package or container. Facsimile transmittals or offers communicated by telephone will not be accepted. Bids that are not submitted in a sealed package or container will not be considered.

1.2 Mail Bids to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

1.3 Bids may also be delivered in person to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

1.4 Delivery of Bids must be received in the Purchasing Agent's Office no later than the time indicated in this solicitation or subsequent addendum. The Vendor is responsible for the means of delivering the Bid documents to the location listed in 1.2 or 1.3 on time. Delays due to any instrumentality used to transmit the Bid including delay occasioned by the Vendor or the City of Rockwall internal mailing system will be the responsibility of the Vendor. The Bid must be completed and delivered in time to avoid disqualification for lateness due to difficulties in delivery. The time clock in the City's Council Chambers is the official clock for determining whether Bids are submitted timely. Late Bids will not be accepted under any circumstances.

3.0 Bid Due Date and Public Opening

3.1 Bids will be opened and publicly read aloud at the following location, date and time:

Location: City of Rockwall
City Hall
Council Chambers
385 South Goliad
Rockwall, TX 75087

Due Date: March 1, 2021

Time: 3:00 p.m., local time

Vendors, their representatives and interested persons may be present.

After the contract is awarded, all Bids will be open for public inspection, to the extent permitted by the law. Bids received by the Purchasing Agent after the above stated time and date shall not be considered and will be returned to the Vendor unopened.

4.0 Proprietary Information

- 4.1 If a Vendor does not desire proprietary information in the Bid to be disclosed, they are required to identify all proprietary information in the Bid. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Vendor fails to identify proprietary information, they agree that by submission of their Bid that those sections shall be deemed non-proprietary and made available upon public request.
- 4.2 Vendors are advised that the confidentiality of the Bids will be protected by the City to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the Bid process has ceased and the contract has been awarded. While there is provision in the Texas Open Records Act to protect proprietary information, particularly under Section 3(9) and Section 3(10) of this act where the Vendor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the Purchasing Department of the City of Rockwall, but by the Office of the Attorney General of the State of Texas.

5.0 Completion of Bid

Statements made by a Vendor shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

6.0 Explanations

Any explanation, clarification, or interpretation desired by a Vendor regarding any part of this Request for Bids (RFB) must be requested in writing from the Purchasing Agent at least seven (7) days prior to published submission deadline, as referenced on the cover of the RFB or addenda. Interpretations, corrections or changes to the RFB made in any other manner are not binding upon the City, and Vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to Attn: Purchasing Agent lewing@rockwall.com and the e-mail must clearly identify the RFB by Title.

7.0 Addendum

Any interpretations, corrections or changes to the RFB will be made by addendum. Sole issuing authority of addendum shall be vested in the City of Rockwall Purchasing Agent. Addenda will be emailed to all Vendors who are known to have received a copy of this RFB.

8.0 Withdrawal of Bid

A Vendor's Bid may be withdrawn by a duly authorized representative of the Business at any time prior to the Bid submission deadline, upon presentation of accepted identification as such a representative of the Vendor.

9.0 Award of Bid

The City of Rockwall reserves the right to accept or reject any and all Bids and to re-solicit for Bids as it shall deem to be in the best interest of the City. Receipt of any Bid shall under no circumstances obligate the City to accept the lowest cost Bid. The award of this contract shall be made to the responsible Vendor whose Bid is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to provide the equipment solicited in the RFB. Bid may be awarded on Monday, February 6, 2017 at the regular scheduled City Council meeting.

10.0 Period of Acceptance

Vendor acknowledges that by submitting the Bid contained herein, Vendor makes an offer, which, if accepted in whole or part by the City of Rockwall, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Rockwall. The period of acceptance of this Bid is 60 calendar days from the date of opening.

11.0 Tax Exemption

The City of Rockwall is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into the Project; therefore, tax must not be included in this Bid for these items.

12.0 Cost Incurred in Responding

All costs directly or indirectly related to the preparation of a response to the RFB or any oral presentation required to supplement and/or clarify a Bid which may be required by the City shall be the sole responsibility of and shall be borne by Vendor(s).

13.0 Negotiations

Any attempt to negotiate or give information on the contents of this bid with the City or its representative prior to award shall be grounds for disqualification.

14.0 Contract Incorporation

Vendors should be aware that the contents of this successful Bid will become a part of the subsequent contractual documents. Failure of a Vendor to accept this obligation may result in the cancellation of any award. Any damages occurring to the City as a result of the Vendor's failure to contract may be recovered from the Vendor.

15.0 Non-Endorsement

If a Bid is accepted, the awardee shall not issue any news releases or other statements pertaining to the award or servicing of the agreement, which state or imply the City of Rockwall endorsement of awardee services.

CITY OF ROCKWALL, TEXAS Standard Terms and Conditions

These standard terms and conditions and any other special terms and conditions listed in General Provisions shall become part of any contract entered into should any or all parts of the Bid are accepted by the City of Rockwall.

1.0 Error - Quantity

Bids must be submitted on units of quantity specified - extend and show total where applicable. In the event of discrepancies in extension, the unit price shall govern. The quantities shown on the bid form are estimates only and not a guarantee to purchase by the City of Rockwall.

2.0 FOB - Damage

Items shall be bid F.O.B. Delivered, Lift Station site, City of Rockwall, Rockwall, Texas 75087 and shall include all delivery and packaging costs. The City of Rockwall assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

3.0 Authorized Signature

Bids MUST show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4.0 Withdrawal - Alteration of Bid

Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Finance.

5.0 Invoices

Invoices bill to: Accounts Payable, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087.

6.0 Payment Terms

Normal payment terms are Net 30 provided the goods and/or services received are in satisfactory condition. Any discounts available to the City for early payment should be noted. Discounts may be considered in determining bid award. Contractor may be allowed to make weekly draws based on work completed.

7.0 Warranty - Maintenance Agreement

Vendor shall submit with the bid response all information regarding warranties and/or maintenance agreements pertaining to said bid items. Vendor shall provide the City with a minimum 1-year warranty on labor and materials.

8.0 Delivery Promise - Penalties

Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid list.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Agent, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Purchasing Agent informed at all times of the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Agent to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder. Every effort will be made by Purchasing to locate the goods at the same or better price as that originally contracted.

9.0 Delivery Time

Deliveries will be accepted only during normal working hours, 8:00 A.M. to 5:00 P.M. CST, Monday through Friday, at the designated City facility.

10.0 Price Fixing

In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid. Consistent and continued tie bidding on any commodity could be

cause for rejection of all bids by the Purchasing Agent and/or investigation by the Attorney General to determine possible Anti-Trust violations.

11.0 Bid Evaluation and Award

Vendors shall bid on all of the work to be considered. The City reserves the right to make one award and use the best value method for bid award. Vendors are to submit bids on the form provided in this bid packet. Freight / shipping costs are to be included in the Unit Price. Vendors are encouraged to submit any additional information with their bid including warranty documentation and additional warranty period cost for the equipment.

All bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary.

12.0 Gratuities

The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.

13.0 Indemnity

Vendor shall defend, indemnify and hold harmless the City of Rockwall and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the Vendor, or of any agency, employee, subVendor or supplier in the execution of, or performance under, any contract which may result from bid award. Vendor indemnifies and will indemnify and hold harmless the City of Rockwall from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Vendor shall pay any judgment which costs that may be obtained against the City of Rockwall growing out of such injury or damages.

14.0 Period of Performance

If this RFB results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Further, the City of Rockwall may cancel this contract without expense to the City

in the event that funds have not been appropriated for expenditures under this contract.

15.0 Right to Assurance

Whenever the City has reason to question the Vendor's intent to perform, the City may demand that the Vendor give written assurance of Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

16.0 Cancellation

The City shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof, including warranties of seller, or if seller files bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.

17.0 Termination

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Vendor of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 4.0, herein.

18.0 Assignment – Delegation

No right, interest or obligation of Vendor under this contract shall be assigned or delegated without the written agreement of the City. Any attempted assignment or delegation of Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.0 Waiver

No claim or right arising out of a breach of this contract may be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the aggrieved party.

20.0 Modifications

This contract can be modified or rescinded only by a written agreement signed by both parties.

21.0 Interpretation and Parole Evidence

The contract resulting from the RFB is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code shall control.

22.0 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Rockwall, Rockwall County, Texas. This contract shall be governed, construed and enforced by the laws of the State of Texas.

23.0 Independent Contractor

Vendor shall operate hereunder as an independent and not as an officer, agent, servant or employee of the City. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions for its officers, agents, employees, vendors, and subcontractors. The doctrine of respondent superior shall not apply as between the City and Vendor, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Vendor, its officers, agents, employees, contractors and subcontractors.

24.0 Force Majeure

If, by any reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except hereinafter provided, but not for longer period, and such party shall endeavor to remove or overcome such inability with all reasonable diligence.

25.0 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C., Chapter 171.

26.0 Laws, Statutes and Other Governmental Requirements

Vendor agrees that he shall be in compliance with all laws, statutes, and other governmental provisions prevailing during the term of this agreement.

27.0 Notices to Parties

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Agent, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087, and notices to Vendor shall be conclusively determined to have been delivered at the time same is deposited in the United States mail; in a sealed envelope with sufficient postage attached, addressed to the address given by Vendor in its response to this RFB.

28.0 Severability

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29.0 Fiscal Funding Limitation

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Vendor of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

30.0 Rights to Bid and Contractual Material

All reports, charts, schedules, or other appended documentation to any Bid, content of basic Bid, or contracts and any responses, inquiries, correspondence,

and related material submitted by Vendor shall become property of the City of Rockwall upon receipt.

31.0 Copyrights and Rights in Data

Where activities supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the City of Rockwall has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the Vendor may copyright such, and the City of Rockwall reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part to authorize others to do so.

32.0 Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Vendor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its subcontractors. Vendor warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Vendor's and/or its subcontractors alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

- 33.0 **DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914)**. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

34.0 Insurance Requirements:

Liability insurance and/or workers' compensation are required by the City for said bid item(s), **proof of insurance and/or workers' compensation should be submitted with the bid proposal.** The City reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder. CONTRACTOR shall purchase, at his own expense, and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss or use resulting there from - any or all of which may arise out of or result of Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the Supplemental Conditions or required by law, whichever is greater, shall include contractual liability insurance and **shall include the City as an additional insured.** The CONTRACTOR shall maintain such additional insurance as he may deem appropriate. With the exception of the Agreement, CONTRACTOR shall file with the City his Accord certificates of such insurance, acceptable to City; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.

- **Limits:**
Such insurance as will protect the Contractor for damages because of bodily injury, sickness, disease or death of his employees apart from that imposed by Statutory Worker's Compensation laws with such insurance having a minimum limit of liability of not less than \$500,000.
- Such insurance as will protect the Contractor from claims from damages because of bodily injury, personal injury, sickness, disease or death with minimum limits of liability of not less than \$500,000 each occurrence and \$500,000 aggregate.
- Such insurance as will protect the Contractor from claims for damages for injury to or destruction of tangible property of others, including loss of use thereof. Such coverage shall include Broad Form Property Damage and removal of XCU exclusions where applicable. The minimum limits of liability shall be \$1,000,000 per occurrence and \$1,000,000 aggregate.

- Such insurance as will protect the Contractor from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage shall be not less than \$1,000,000 for each occurrence.
- Property insurance including materials not in place at the site to the full insurable value thereof.

All insurance coverages required are MINIMUM coverages and limit amounts, and it shall be the Contractor's responsibility to determine which limits are adequate for the scope and size of this work. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, the Contractor is fully responsible for all losses arising out of, resulting from or connected with operations under this contract whether or not said losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the Contract requirements does not release the Contractor from compliance herewith.

The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent their interests are covered by insurance under this Section, except such rights as they may have to the proceeds of such insurance when held by the City as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

REQUIRED BONDS

The following bonds are required if the total bid exceeds \$99,999.99:

- Bid Bond in the amount of one (1) percent of the total bid price should the total bid price exceed \$99,999.99
- Payment Bond if the future work order is in excess of \$99,999.99
- Performance Bond if the future work order is in excess of \$99,999.99
- Maintenance Bond to be executed at final acceptance of work order for two (2) years and 10% of project total.

35.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295 Definition and Instructions

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

36.0 Piggyback Contract/Other Entity Clause:

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for Texas cooperative members. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. The City authorizes each governmental entity to make payment directly to the successful proposer. The term of this agreement is one (1) year from the date of contract execution.

Contractor: Yes _____ No _____

Contractor Signature: _____

**PUBLIC NOTICE
CITY OF ROCKWALL, TEXAS**

Advertisement for Bid

The City of Rockwall will receive sealed bids for Lift Station Fence Project until March 1, 2021 at 3:00 PM. Bids should be delivered to the Purchasing Agent, City of Rockwall, 385 S. Goliad, Rockwall TX 75087 on or before the above due date and time. Bids will be publicly opened and read aloud in the City Council Chambers, Rockwall City Hall, 385 S. Goliad, Rockwall, TX 75087. All quantities are estimated and subject to change. General and Automobile liability and statutory Worker's Compensation insurances are required. Bid document, including plans, drawings and technical specifications, are on file at City of Rockwall Purchasing office and on line at www.rockwall.com, Finance Purchasing page.

Attention is called to the fact that not less than the minimum salaries and wages must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The City of Rockwall reserves the right to reject any and all bids or to waive any informalities in the bidding.

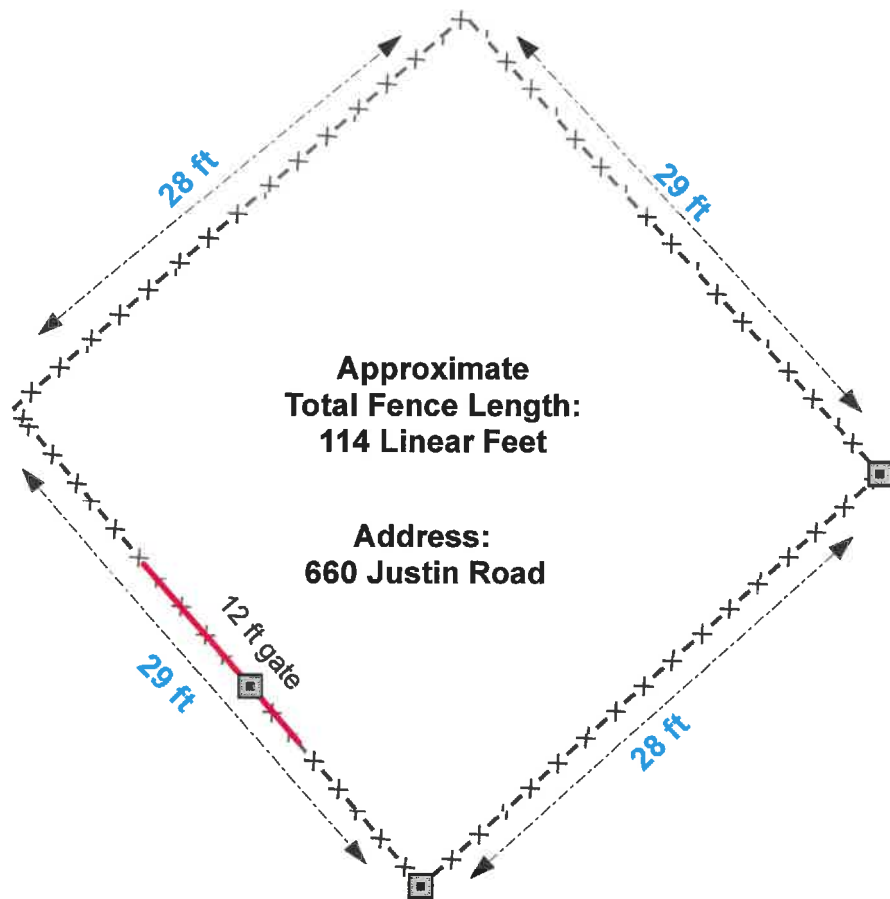
Publish text above this line only

Publish: Herald Banner

February 5, 2021
February 19, 2021

Fencing Material Specifications and Drawings

660 Justin Road



-  Fence Posts
-  Gates
-  Fence Line

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



**Approximate
Total Fence Length:
240 Linear Feet**
1400 Champions Dr.
Rockwall TX 75087

Below are the specs. used to bid the fence. The proposed product is the same that has been used on numerous projects in Plano, Carrollton, Heath and Allen.

The fence is 100% aluminum and is made in the US from 80% minimum recycled materials.

Manufacturer is Ultra Aluminum Mfg., Inc

Howell, Michigan

Ultrafence.com

UAS-100 is a spear top fence panel

UAF-200 is a flat top panel to closely match the existing steel fence panels

The Aluminum Picket Fence shall be manufactured from aluminum extrusions, having a minimum ultimate strength of 35,000 psi, using 6005 T5 alloy for structural components. All screws shall be 18-8 stainless steel with a .003 plating of zinc and coated with yellow chromate to ensure corrosion resistance. The screw heads shall be painted to match the finish of the fence. All accessories shall be aluminum.

The fence and fence posts shall be powder coated black with a lifetime warranty against peeling, cracking, crazing or chipping. The finish shall have a minimum cured film thickness of 2.0-mils.

Touch-up shall be by paint pin supplied by the fence manufacturer. Fence panels will be rejected if a significant surface area is scratched or damaged during construction. City shall determine acceptance of damaged panels.

b) Technical Data

Pickets: The hollow pickets shall pass through the rails and are to be attached using stainless steel screws allowing the pickets to be always parallel to the terrain. Screws shall be on one side of rail only. Pickets shall be 1" square x 0.062" thick.

Horizontal Rails: Rails shall be C-Channels with ribbed reinforced side walls. Square holes shall be punched in the top of the rails to allow the pickets to pass through.

- Four rails are required.
- Heavy Industrial Rails shall be 1-5/8" x 1-5/8" with a side thickness of 0.100", top wall thickness 0.070" and bottom wall thickness of 0.062", which snaps into the top allowing all screws to be enclosed inside the rail.

Posts: Posts shall be hollow square extrusion with holes pre-punched to allow the rails from the fence sections to slide into them. All posts shall include aluminum post caps. Posts can be placed no more than 6 feet apart.

- Line Posts and End Posts are 3" square x 0.125" thick
- Gate Posts are 4" square x 0.125" thick weighing 9.00 pounds per foot

Gates: Gates shall be fabricated with 2" or 2½" square ends, 1-5/8" x 1-5/8" rails and 1" square pickets. The gate shall be a double swing gate. Gate shall match appearance of fence panel. The gate shall have a double rail that allows for hidden fasteners and no exposed cavities under the rail. Gate shall be designed and manufactured by the fence manufacturer.

- Each gate shall have a hasp for chain locking welded to the frame as detailed in the construction plans.
- Gates shall be designed and manufactured by the fence manufacturer.
- Assembled section shall be able to support 500-pounds of vertical load at the mid-point of any horizontal frame rail.
- Swing gates shall include cane-bolts for each gate panel. The cane-bolt shall have a stop to hold it in the up position for operating the gate.
- Hinges shall have minimum 3/8" stainless steel pins.

Post Installation: The post shall be set 36" in the concrete footing. The gate post shall set a minimum of 48" into the concrete footing.

UAF 200

1 5/8" Rails w/.100" Side Walls & .070" Top Walls

2 ½" Posts w/.100" Wall Thickness

1" Pickets w/ .062" Wall Thickness

UAS 100

3/4" Pickets w/.055" Wall Thickness

1 1/4" x 1 3/8" Rails w/.088" Side Walls & .065" Top Walls

2" Posts w/.080" Wall Thickness

Below is a copy of a general set of Specifications and also a copy of literature for a UAS-100 project.

ORNAMENTAL FENCING & GATES

SPECIFICATIONS

Section 02825 - Ornamental Fences and Gates

Spec-Data Sheet

1. PRODUCT NAME

Ultra Aluminum Industrial Picket Fence

2. MANUFACTURER

Ultra Aluminum Mfg., Inc
2124 Grand Commerce Drive
Howell, MI 48855
Tel: (517) 548-6693
Toll-Free: (800) 656-4420
Fax: (800) 643-7429
www.ultrafence.com

3. PRODUCT DESCRIPTION

Basic Use: To provide attractive, maintenance-free security for residential, commercial, industrial, municipal and recreational applications. The Ultra Aluminum Picket Fence is the ideal choice whenever there is a need for security and protection that complements the architectural or landscape design.

There are two strengths of the Ultra Aluminum Industrial Picket available:

Industrial, and Heavy Industrial. The Industrial and Heavy Industrial provide the maximum protection. Heavy Industrial is made up of a double rail design that allows for hidden fasteners and no exposed cavities under rail stock. See drawings below:

Composition and Materials: The Ultra Aluminum Picket Fence is manufactured from aluminum extrusions, having a minimum ultimate strength of 35,000 psi, using 6005 T5 alloy for structural components. All screws are stainless steel with a .003 plating of zinc and coated with yellow chromate to ensure corrosion resistance under the harshest conditions. The screw heads are painted two coats of polyurethane paint to match the finish of the fence.

Sizes: Industrial and Heavy Industrial strength fences are available in heights of 3', 4', 5', 6', 7', 8', and 10'. Gates are available in widths up to 12' for an 8' and 10' high fence and up to 20' for all other heights below 8' and 10'.

Colors: The fence materials are coated with a TGIC polyester powder-coat finish for Industrial fence comes in Black (Pearl and Textured), White, Bronze, Beige and Green. Heavy Industrial is available in all five standard colors. Custom colors are available at an additional fee.

Styles: Six different styles are available for Industrial and Heavy Industrial.

4. TECHNICAL DATA

Pickets: The hollow pickets pass through the rails and are attached using stainless steel screws. By using this method of attachment, the pickets are always parallel, regardless of the pitch of the terrain.

- Industrial and Heavy Industrial pickets are 1" square x 0.062" thick

Horizontal Rails: Rails are specially designed C-Channels with ribbed reinforced side walls. Square holes are punched in the top of the rails to allow the pickets to pass through. Because aluminum extrusions allow metal to be placed where it is needed most, the reinforced side walls and top has been designed for additional strength. The number of rails used in a section varies with the height and strength of the fence.

- Industrial - Rails are 1-5/8" x 1-5/8" with a side wall thickness of 0.100" and 0.070" thick top wall
- Heavy Industrial - Rails are 1-5/8" x 1-5/8" with a side wall thickness of 0.100", top wall thickness 0.070" and bottom wall thickness of 0.062", which snaps into the top allowing all screws to be enclosed inside the rail.

Posts: Posts are hollow square extrusions with holes pre-punched to allow the rails from the fence sections to slide into them. This keeps the fence sections secure in place. Posts can be placed no more than 8' apart.

- Industrial - Posts are 2-1/2" square x 0.100" thick or 3" square x 0.125" thick or 4" square x 0.125" thick
- Heavy Industrial - Posts are 3" square x 0.125" or 4" square x 0.125" thick

Gates: Matching gates are available for all styles. Industrial and Heavy Industrial gates are fabricated with 2" or 2-1/2" square ends, 1-5/8" x 1-5/8" rails and 1" square pickets. The hinges are made from aluminum extrusions with a 3/8" stainless steel pin that may be attached to either a post or a wall. Self-closing springs and self-latching latches are available for all gates. A proprietary Ultra-Hinge, with its U.H.M.W. insert, is available for gates that swing. For sliding gates an enclosed track cantilever system is offered with "sealed for life" bearings on the truck assemblies. Our gates offer one of the highest strength to weight ratios in the fence industry.

NOTE: A 4' gate fits a 4' opening, inside-to-inside of the posts.

Finish: TGIC-Polyester Powder Coated. The coating is applied by electrostatic spraying and is cured at 400°F for 10 minutes. The finish conforms to and passes the following standards and tests:

- Salt spray resistance test ASTM B-117
- Humidity resistance test ASTM D-2247 no blistering at 3000 hours

- A. ASTM A 276 - Standard Specification for Stainless Steel Bars and Shapes.
- B. ASTM B 221 - Specification for Aluminum Alloy Extruded Bars, Rods, Wire Shapes and Tubes.
- C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels

5. INSTALLATION

The Ultra Aluminum Picket Fence comes fully assembled in 6' to 8' sections. Sections are normally installed 2" - 3" from the ground to allow trimming the grass under the fence. Pre-punched posts are used every 6' to 8' to connect the sections. The posts are set approximately 24" to 42" in concrete footings or are mounted using welded flange plates. The fence is installed by setting a post in concrete and inserting a section into the pre-punched holes in the post. A second post is then set at the other end of this section. A second section inserts into the second post, and so on. The fence will rake 6" over 6' to follow the contour of the ground, without any special preparation. If a greater slope is involved, the fence can be specifically made to accommodate more severe grades.

6. AVAILABILITY AND COST

Ultra Aluminum Picket Fence is available through any fence dealer nationwide. A complete package of information including price list and specifications is available by contacting an Ultra dealer or the Ultra office.

6.1 SUBMITTALS

Submit under provisions of Section 01300.

[Product Data]: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.

**** NOTE TO SPECIFIER **** Delete selection samples if colors have already been selected.

Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns. **Verification Samples:** For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

6.2 QUALITY ASSURANCE

Manufacturer Qualifications: Company specializing in manufacturing Products specified in this section with minimum five years documented experience.

6.3 DELIVERY, STORAGE, AND HANDLING

Transport, handle, store, and protect products so that they are in undamaged condition when installed.

Store products in manufacturer's unopened packaging to protect prefinished aluminum surfaces until ready for installation.

Store components off the ground in a dry covered area, protected from adverse weather conditions.

7. WARRANTY

Ultra guarantees the Aluminum Picket Fence for life. This guarantee covers defects in workmanship and materials, as well as the TGIC polyester powder-coat finish. The paint will not peel, craze, or chip.

8. MAINTENANCE

No maintenance is required due to the excellent corrosion resistance of the painted aluminum.

9. TECHNICAL SERVICES

Experienced Ultra representatives are available for consultation on particular fencing requirements without obligation.

10. FILING SYSTEMS

SPECIFICATIONS**INDUSTRIAL**

Post	2-1/2" x 2-1/2" x .100 Wall 3" x 3" x .125 Wall 4" x 4" x .125 Wall
Horizontal Rail	1-5/8" x 1-5/8"
Enclosed Bottom	N/A
Side Walls	.100
Top Walls	.070
Pickets	1" x 1" x .062 Wall
Picket Spacing	4" or 1-1/2"
Heights	3, 4, 5, 6, 7, 8 & 10 Feet

Colors - Black, Bronze, White, Beige & Green.

Screws - 18 -8 Stainless Steel corrosion resistant. The heads are painted to match the color of the fence.

Panels - Fully Assembled 6 feet in length plus or minus one inch.

SPECIFICATIONS**HEAVY INDUSTRIAL**

Post	3" x 3" x .125 Wall 4" x 4" x .125 Wall
Horizontal Rail	1-5/8" x 1-5/8"
Enclosed Bottom	Yes
Side Walls	.100
Top Walls	.070
Pickets	1" x 1" x .062 Wall
Picket Spacing	4" or 1-1/2"
Heights	4, 5, 6, 7, 8, and 10 Feet

Colors - Black and Quaker Bronze

Screws - 18-8 Stainless Steel Corrosion Resistant.

Panels - Fully assembled 6 feet in length plus or minus one inch

MANUFACTURERS

Acceptable Manufacturer: **Ultra Aluminum Mfg., Inc.**, 2124 Grand Commerce Drive
Howell, MI 48855

Toll Free: (800) 656-4420. Phone: (517) 548-6693. Fax: (800) 643-7429.

Email: info@ultraaluminum.com. Web: www.ultrafence.com

D. Substitutions: Not permitted.

Requests for substitutions will be considered in accordance with provisions of Section 01600.



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Ultra Product Features

Superior Product Design for Ultra-Strength

Fencing / Railing



High-strength Ultrum™ Alloy, made in the USA

It's as strong as steel, but will never rust. Ultrum is a 6005-T5 alloy, with a minimum ultimate strength of 35,000 psi.



Our pinched spear tops show more detail than most competitors

We put more dimension into our version; the more pronounced ribs add structural integrity as well as architectural appeal.



Factory assembled, with stainless-steel fasteners

For structural integrity and strength you can count on.



All gates are fastened and 100% welded at all connections and joints

Designed to stand up to the rigors of everyday use.



Powercoat™ Finish—panels, gates, posts and designer accessories

When applied, Powercoat is twice the thickness and hardness of a typical acrylic, baked enamel, or "wet paint" finish, making it more durable, fade-resistant and scratch-resistant than other coatings.



Fencing

Ultrarail™ – 20% more aluminum in all our rails, with a full 8 ribs inside

Maintains Ultra-Strength even when punched for pickets.

What's New at Ultra Aluminum



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[PHOTO GALLERY](#)

Panels and Gates are to be Industrial Premium Series and will have "concealed" fasteners in the panels and gates

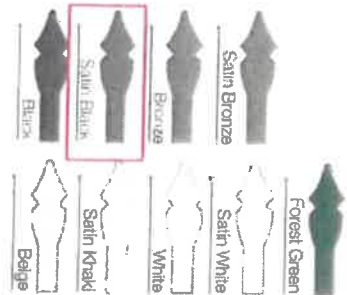


Fencing Specifications

Components	Residential Series	Commercial Series	Industrial Series
Pickets	5/8" sq. x .050	3/4" sq. x .055	1" sq. x .062
Ultra Picket	1" x 5/8" x .062		
Light Commercial Picket	1" x 5/8" x .050		
Rails Top Wall	1 1/4" x .062	1 3/8" x .065	1 5/8" x .070
Side Wall	1" x .080	1 1/4" x .088	1 5/8" x .100
Standard Posts	2" sq. x .060	2" sq. x .080	2 1/2" sq. x .100
	2" sq. x .080	2" sq. x .125	3" sq. x .125
	2" sq. x .125	2 1/2" sq. x .100	
	2 1/2" sq. x .100	3" sq. x .125	
Gate Posts	2" sq. x .125	3" sq. x .125	3" sq. x .125
	2 1/2" sq. x .100	4" sq. x .125	4" sq. x .125
Picket Spacing	3 3/16"	3 5/8"	3 5/8"
	1 5/8" optional	1 1/2" optional	1 1/2" optional
Ultra Picket	3 3/16"		
Post Spacing	72 1/2" on center	72 1/2" on center	72 3/4" on center
			8' wide optional
Heights Available	36" 42" 48"	36" 42" 48"	86" 48" 60" 72"
	54" 60" 72"	54" 60" 72"	84" 96" 100" 120" 132" 144"

Colors

Ultra Fencing, Railing, Gates and Designer Accessories are available in nine classic colors as well as custom specified hues. All colors are applied with a special Powercoat™ finish resist harsh weather and heat.



Colors shown represent an approximate comparison and may vary slightly from actual product color.

Finish:

Advanced Powercoat™ allows us to produce a high quality, long lasting finish, which is also environmentally friendly. Powercoat is twice the thickness and hardness of a typical baked enamel finish. Meets AAMA 2604-5 standards for the ultimate in durability and UV protection.

Materials:

All Ultra Fence™ components are extruded from Ultram™ 6005-T5 alloy, with a minimum ultimate strength of 35,000 psi. Every fence system is assembled with stainless steel, corrosion resistant fasteners, with heads painted to match the finish of the fence. Ultra offers posts in a variety of thicknesses, punched to accept the channel on the fence. Designer Accessories are zinc die cast aluminum. All Designer Accessories are Powercoat™ finished.

Ultra Aluminum Lifetime Warranty

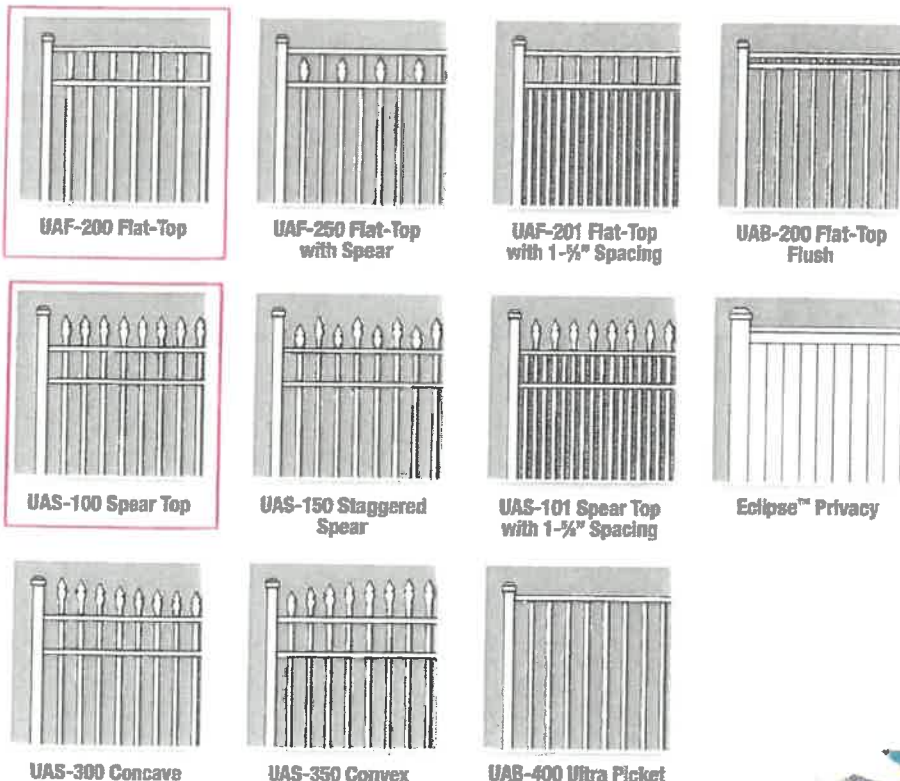
Ultra Aluminum fence and railing products are guaranteed for life against defects in workmanship and/or materials. The Powercoat™ finish on all fencing and railing by Ultra Aluminum is guaranteed for life against cracking, peeling or chipping. Visit our website for more information and a copy of the warranty.

Environmentally Responsible

Ultra is proud to use recycled aluminum in our products. Aluminum is the most commonly recycled metal in the world. Our Powercoat™ coating process is environmentally friendly and virtually pollution-free.

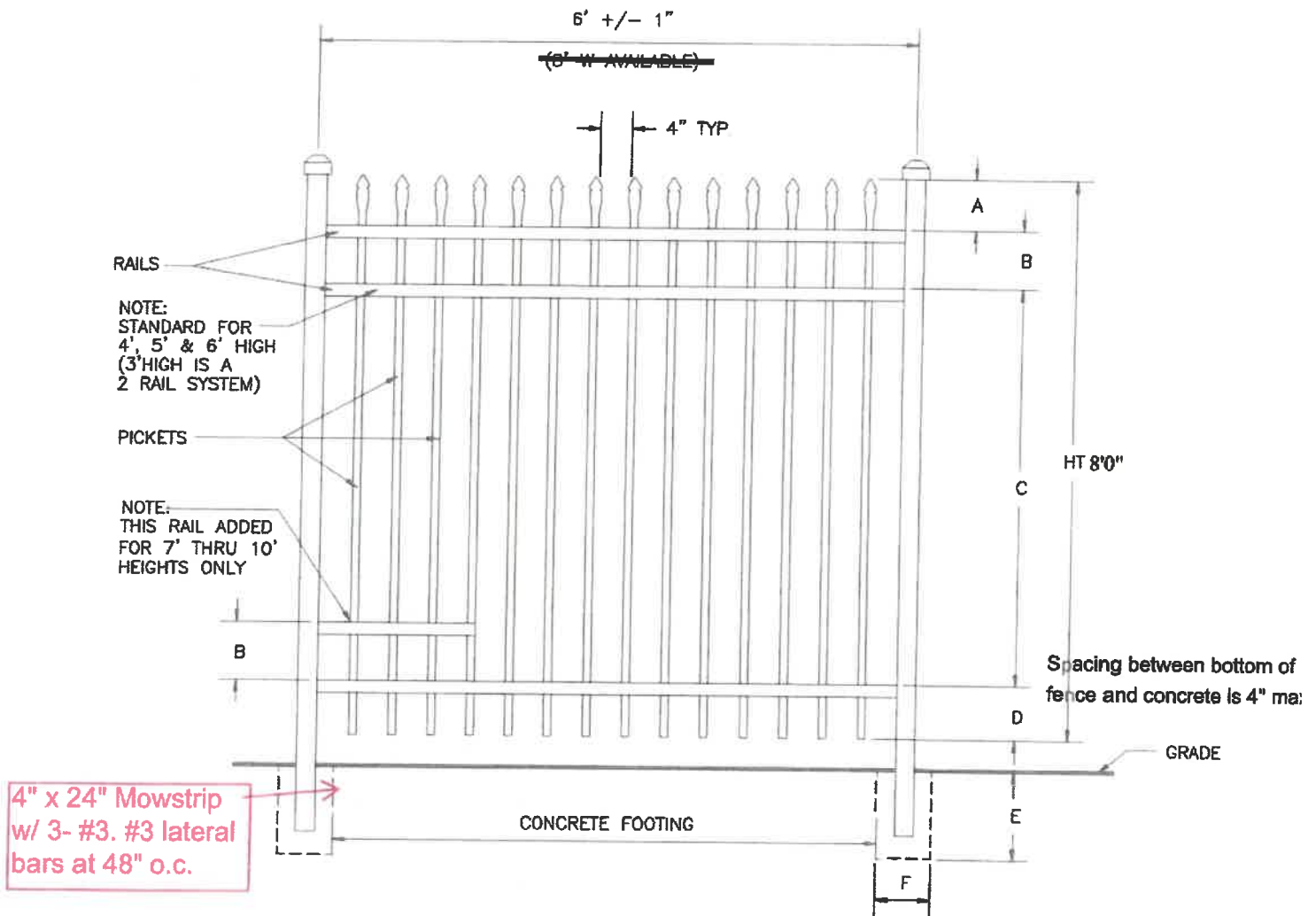
Design Options

Ultra Fencing is available in a wide selection of design configurations.



City of Plano, TX,

UAS-100 Industrial Premium Spear Point 4" Spacing, 8'H x 6'W



UAS 100
SPEAR TOP

SPECIFICATIONS INDUSTRIAL	
POSTS	2 1/2"x2 1/2"x.100 WALL 3"x3"x.125 WALL 4"x4"x.125 WALL
Lines & Corners Gates	
HORIZONTAL RAILS	1 5/8" x 1 5/8"
ENCLOSED BOTTOM	AVAILABLE
SIDE WALLS	.100"
TOP WALLS	.070"
PICKETS	1"x1"x.062 WALL
PICKET SPACING	4"
AVAILABLE HEIGHTS	3, 4, 5, 6, 7, 8, 9 & 10 FT.
AVAILABLE WIDTHS	6 & 8 FT.

DIMENSIONS						
HT	A	B	C	D	E	F
3'	6 1/2"	7 1/2"	16"	7"	PER LOCAL CODE	
4'	6 1/2"	7 1/2"	27"	7"	PER LOCAL CODE	
5'	6 1/2"	7 1/2"	39"	7"	PER LOCAL CODE	
6'	6 1/2"	7 1/2"	51"	7"	PER LOCAL CODE	
7'	8 1/2"	11 1/2"	62 3/4"	11 1/4"	PER LOCAL CODE	
8'	8 1/2"	11 1/2"	64 3/4"	11 1/4"	42"	12"dia.
9'	12 1/2"	14 3/4"	65 3/4"	15"	PER LOCAL CODE	
10'	12 1/2"	14 3/4"	67 3/4"	15"	PER LOCAL CODE	

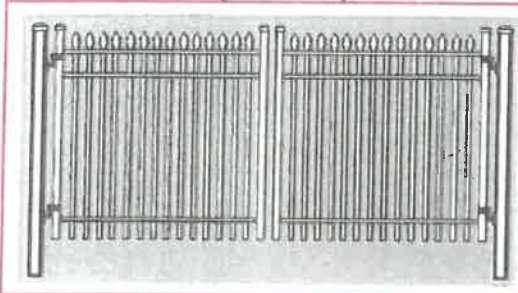
Color - BLACK 'Satin Finish'



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UAS-100 D Spear Top Drive Gate – Standard or Arched



Traditional wrought-iron look in durable, easy-care ornamental aluminum. This pressed spear style is available in Industrial Series and Industrial Series Premium grades. Ultra's Premium grades have a reinforced double-wall rail with hidden fasteners.

Standard Gates are 6', 7', 8', 10', 12' wide x 4', 5', 6', 7', 8' high. Gates come fully assembled. Custom widths or heights are available.

U-Frame required 6' wide or greater

Pickets: 1" square x .062 wall

Spacing between Pickets: standard 4" and optional 1-1/2"

Fasteners: Stainless steel

Horizontal Rails: 1-5/8" x 1-5/8" with .100 side walls and .070 top walls

Posts: 2-1/2" square x .100 wall; 3" square x .125 wall. All posts include standard caps.

Alloy: High-strength Ultrum™ 6005-T5 alloy, min. strength 35,000 PSI

Finish: Powercoat™. When applied, Powercoat is twice the thickness and hardness of a typical acrylic, baked enamel or "wet paint" finish, making it more durable, fade-resistant and scratch-resistant than other coatings.

Colors: Black, **Satin Black**, Bronze, Satin Bronze, Beige, Satin Khaki, White, Satin White, Forest Green



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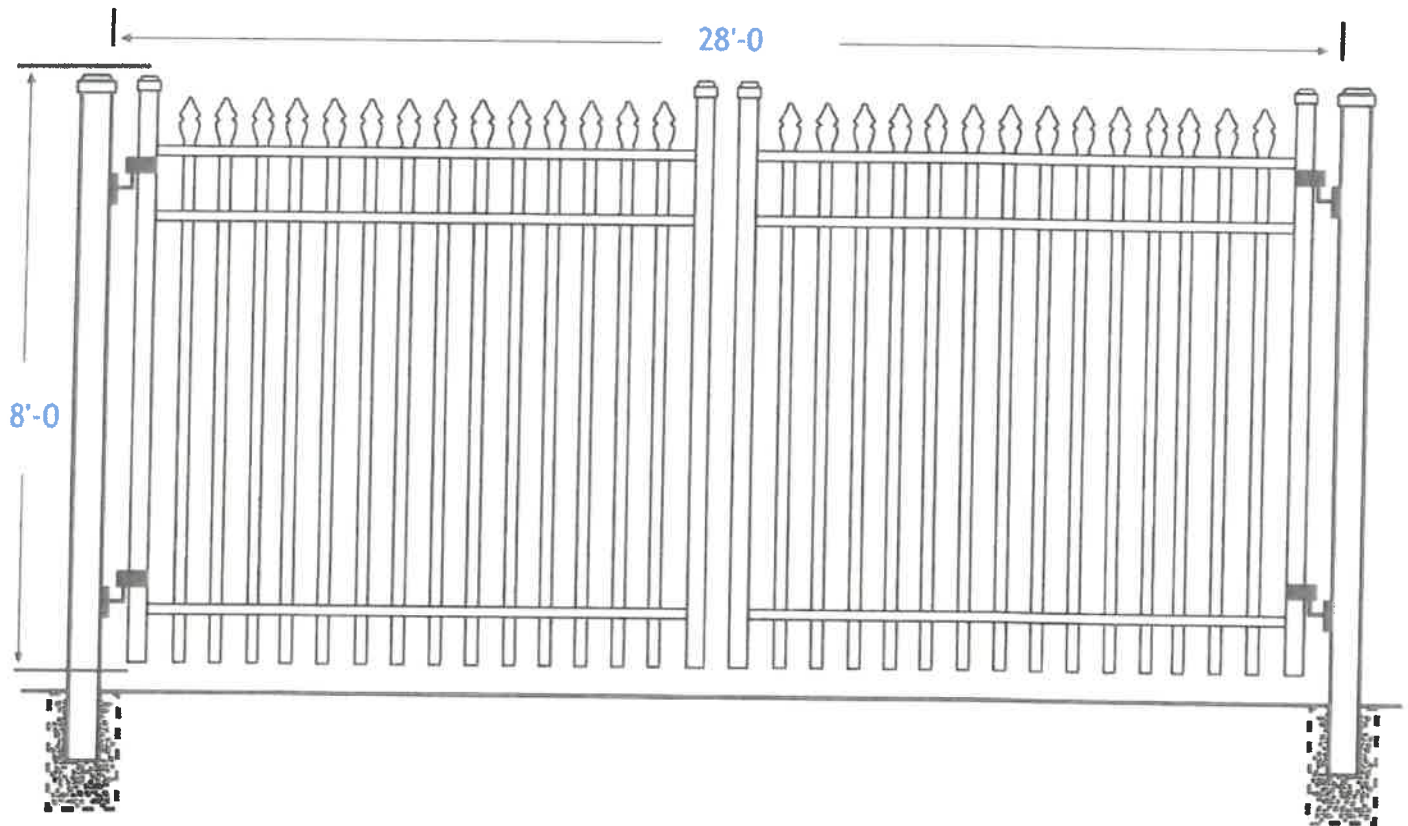
PHOTO GALLERY

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1-800-656-4420

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UAS-100 Standard Double Gate



☐ Residential Grade

☐ Ultra Grade

☐ Commercial Grade

☐ Industrial Grade

☐ Quote Gate

☐ Order Gate

Name _____ Date _____