



# City of Rockwall

## *The New Horizon*

### GENERAL INFORMATION

CITY OF ROCKWALL, TEXAS

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING AGENT

### **INVITATION FOR BID**

**BID No. 2022-4**

### **NEW CONCRETE PAVEMENT SERVICE CENTER PARKING LOT**

BID PACKAGES ARE DUE TO THE  
PURCHASING AGENT PRIOR TO:

**Thursday, June 16, 2022 @ 3:00 PM CST**

NO LATE BIDS WILL BE ACCEPTED

**SUBMIT ORIGINAL BID AND ONE COPY**  
**ALONG WITH CURRENT INSURANCE CERTIFICATE**

**BID PACKAGES**  
**MAY BE DELIVERED OR MAILED TO:**

**CITY OF ROCKWALL, PURCHASING  
AGENT, 385 S GOLIAD ST  
ROCKWALL, TX 75087  
972-771-7700 x 6418**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL  
PLEASE CONTACT:

Lea Ann Ewing, Purchasing Agent at [lewing@Rockwall.com](mailto:lewing@Rockwall.com)

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## **SECTION I NOTICE TO BIDDERS**

### **1.1 INTRODUCTION**

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

### **1.2 SUBMISSION OF BID/PROPOSAL**

All bids/proposals will be sealed and received by the City of Rockwall Purchasing Office. Bids/Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid/proposal.

## **INVITATION FOR BID #2022-4: NEW CONCRETE PAVEMENT, SERVICE CENTER PARKING LOT**

Sealed bids/proposals are to be submitted to:  
City of Rockwall  
Purchasing Department  
385 S Goliad St  
Rockwall, TX 75087

NO LATE BIDS/PROPOSALS WILL BE ACCEPTED  
FACSIMILE AND ELECTRONIC BIDS/PROPOSALS WILL NOT BE ACCEPTED

**Bid Opening Thursday, June 16, 2022 @ 3:00 P.M. Central Time**

Promptly thereafter, all Bids/Proposals that have been duly received will be publicly opened and read aloud in the Council Conference Room, City Hall.

Plans, specification and bid documents may be examined without charge at City Hall, Purchasing Dept., 385 S. Goliad St, Rockwall, Texas 75087. And, may be downloaded from the City's website at [www.rockwall.com](http://www.rockwall.com), [Finance Purchasing Page](#).

### **1.3 PRE-BID MEETING**

A **Pre-Bid Conference** will be held for the above project in the Service Center Breakroom, 1600 Airport Road, Rockwall, TX 75087 **at 11:00 A.M., June 7, 2022.** **Contractors are encouraged to attend.**

### **1.4 NUMBER OF COPIES**

Bidder/Proposer shall submit one original set and one copy of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Rockwall. The original copy shall be unbound and clearly marked "Original".

## 1.5 BID/PROPOSAL INFORMATION

All questions regarding bid/proposal preparation, selection process, specifications and interpretations of the terms and conditions of the bid/proposal shall be submitted in writing preferably by email. Any addenda will be issued no later than seven (7) calendar days prior to the deadline for submission of bids.

## 1.6 PREVAILING WAGE RATES

Attention is called to the fact that the Contractor must pay labor on this project not less than the general prevailing rates of wages, which have been established for Rockwall County and attached herein for reference.

As stated in the *Texas Government Code*, Title 10, Subtitle F, Chapter 2258, Subchapter B: Sec.

2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

## 1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a bidder/proposer believes that parts of a bid are confidential, then the proposer must so specify. The proposer must stamp in bold letters the term **CONFIDENTIAL** on that part of the bid which the proposer believes to be confidential. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Rockwall will be the sole judge as to whether a claim is general and/or vague in nature. All bids and parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

## 1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid/proposal solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email (and placed on the City's web site) to all that are known to have received a copy of the bid/proposal and related specifications. However, it shall be the sole responsibility of the bidder/proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be June 13, 2022 at 5:00 PM. The last day for addenda will be on Monday, June 13, 2022 at 5:00 PM.

Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Rockwall Purchasing Department.

The bidder is required to acknowledge receipt of any amendments/addendums by submitting a signed copy of each amendment/addendum issued. Signed copies must be submitted as part of the signed bid/proposal submittal to be considered for bid award.

## **1.8 BID SUBMITTALS**

Bids/Proposals shall be submitted on the forms provided to insure complete uniformity of wording of all bids. All lump sum and unit prices must be stated in figures/numbers. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

**INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

## **1.9 BIDDING ALTERNATES**

Alternatives to manufacturer-specified equipment or materials must be pre-approved in writing prior to bid opening.

## **1.10 ACCEPTANCE**

Any bid received shall be considered a bid, which may be accepted by the City of Rockwall based on initial submission without discussions or negotiations. By submitting a bid in response to this solicitation the bidder/proposer agrees that any bid it submits may be accepted by the City of Rockwall at any time within 90 days from the close date.

The City of Rockwall reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and/or to accept any portion of the bid if deemed in the best interest of the City of Rockwall. Failure of the bidder/proposer to provide in its bid any information requested in the bid may result in rejection for non-responsiveness.

## **1.11 REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL**

- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Form (Pricing stated in both script and figures).
- Bid Endorsement Page
- Bid Bond 1%

## **1.12 COMMENCEMENT OF WORK**

The Contractor agrees to commence work within ten (10) days after the date of written notice to do so.

## **1.13 REQUIRED BONDS**

The following bonds are required prior to contract execution:

- Bid Bond in the amount of one (1) percent of total bid
- Payment Bond 100 percent of total contract cost
- Performance Bond 100 percent of total contract cost
- Maintenance Bond to be executed at final acceptance of work for a period of two (2) years and 10% of project total cost.

#### **1.14 AWARD**

The City of Rockwall intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Rockwall indicates to be in the best interest of the City and taxpayers.

Bid will be awarded on the basis of "best value". The award to the successful bidder will be determined by best value to the City of Rockwall as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;

The City reserves the right to award bid to multiple contractors.

#### **1.15 LIQUIDATED DAMAGES**

Bidders should be aware that the City of Rockwall expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

<b>Amount of Contract (\$)</b>	<b>Value of a Calendar Day (\$)</b>
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

*Note: The sum of money thus deducted for such delay, failure, or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated by work order request for completing the work.*

#### **1.16 BID TABULATIONS**

Bid tabulations can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Purchasing Department. Please allow at least one week after opening date for bids to be tabulated.

#### **1.17 CONTRACT ADMINISTRATION**

The City of Rockwall Streets Department together with the Engineering Department shall be responsible for the administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

The contract period shall commence upon execution of the contract.

### **1.18 SUBSTANTIVE BIDS**

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Rockwall.

Standard for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

The City of Rockwall may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

### **1.19 DEFINITIONS**

Bidder refers to submitter.

Vendor refers to Successful Bidder or Contractor.

Submittal refers to those documents required to be submitted to the City of Rockwall, by a bidder.

### **1.20 INQUIRIES**

Questions about this bid shall be in writing and directed to Lea Ann Ewing, Purchasing Agent at the following email address [lewing@rockwall.com](mailto:lewing@rockwall.com). Questions resulting in changes to this solicitation will be provided via email in the form of an amendment to the solicitation.

## **SECTION II GENERAL TERMS & CONDITIONS**

The City of Rockwall bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and 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 vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

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

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

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

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

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.



2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Streets and Engineering Departments.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rockwall County, Texas.

2.13 The successful bidder and the City of Rockwall agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 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. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. 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.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations unless otherwise provided in the Contract.

2.17 The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work at Vendor's expense, unless otherwise provided in the contract document.

2.18 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.19 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.20 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an approved invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.21 The City of Rockwall is by statute tax-exempt therefore pricing shall not include sales tax. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time per work order. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When bidding products other than those specified in the bid document, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three day period will disqualify the bidder from further consideration. If the bidder bids a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg/Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.25 When unit price differs from extended price, the unit price prevails.

2.26 In case of a discrepancy between the product number and description, the description takes precedence.

2.27 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products. Alternatives to manufacturer specified equipment or materials must be pre-approved in writing prior to the last day for addenda.

2.28 Response to specification is primary in determining the lowest responsible bid.

2.29 The City of Rockwall reserves the right to award a vendors bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.30 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.30.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Rockwall reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City of Rockwall at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Rockwall, normally within 30 days prior to the expiration date of the current contract.

2.31 A bid price may not be withdrawn or canceled by the bidder for a period of 60 days following the date designated for the receipt of bids without written approval of the Purchasing Agent, and bidder so agrees upon submittal of bid.

2.32 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.33 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Rockwall Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.34 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.35 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.36 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.

2.37 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.38 At the time of the opening of bids each bidder shall be presumed to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.39 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.40 Not used.

2.41 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.42 The vendor shall purchase and maintain in force insurance for operations under the contract as specified in Section IV Exhibit 1 of this document. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.

2.43 Workers' Compensation Coverage – Statutory. See Insurance Requirements in other Sections of this document.

2.44 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.44.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.44.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.44.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.44.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.45 **Provide the names and locations of at least three (3) references at which the bidder has conducted similar services and requirements along with specific individuals whom we may contact for references.**

2.46 All protests regarding the bid solicitation process must be submitted in writing to the City's Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff

recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.47 Bid summaries can be accessed or requested by e-mail or by sending a written request along with a self-addressed, stamped envelope to the Purchasing Department. Please allow at least one week after opening date for bids to be tabulated.

2.48 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the ROCKWALL County Governmental Purchaser’s Forum, each entity wishing to participate must have prior authorization from the City of Rockwall and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Rockwall shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.  
IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

\_\_\_\_\_ YES \_\_\_\_\_ NO

**SECTION III**  
**BID FORM**

BID SCHEDULE SHALL BE AS OUTLINED ON THE FOLLOWING PAGE(S). THE BIDDER IS DIRECTED TO EXECUTE THE SIGNATURE PAGE IMMEDIATELY FOLLOWING THE SCHEDULE FORM. Refer to the latest City of Rockwall Standard Construction Details located on the City of Rockwall website [www.rockwall.com](http://www.rockwall.com).

Total job cost \$ \_\_\_\_\_

Completion Time in work days (Monday-Friday) \_\_\_\_\_

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within time submitted on the work order.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____
Addendum No. 5 dated	_____	Received	_____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(please print name)

Signature: \_\_\_\_\_

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

Seal and Authorization  
(If a Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, County, State and Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax No.

E-Mail Address: \_\_\_\_\_

## SECTION IV – EXHIBITS

### EXHIBIT 1 INSURANCE REQUIREMENTS

Contractor performing work on City property or public right-of-way for the City of Rockwall shall provide the City a certificate of insurance evidencing the coverage's 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 coverage's 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 coverage's 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 Rockwall. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require addition all types depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent.
2. Business Auto Liability	<ul style="list-style-type: none"><li>• \$1,000,000 per occurrence</li><li>• \$1,000,000 aggregate or;</li><li>• \$1,000,000 combined single limits</li></ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Certificates of Insurance need to reference job or contract number in comments section.**

**Questions regarding insurance should be directed to the City of Rockwall Purchasing Agent (972)771-7700. An Acord Form showing proof of required insurance coverages and policy numbers should accompany your bid.**

## WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage (“certificate”) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entities’ employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractor” in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner- operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;



- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (A) a certificate of coverage, prior to the other person beginning work on the project; and
    - (B) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**EXHIBIT 2**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

\_\_\_\_\_  
**Name of Contractor**

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Title)**

STATE OF TEXAS                    §

COUNTY OF \_\_\_\_\_           §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Notary Public, State of Texas**

**EXHIBIT 3**  
**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:    \_\_\_\_\_ Sole Proprietor    \_\_\_\_\_ Partnership    \_\_\_\_\_ Other  
                         \_\_\_\_\_ Corporation    \_\_\_\_\_ Joint Venture

Name: \_\_\_\_\_ Partner: \_\_\_\_\_

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

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

City: \_\_\_\_\_ City: \_\_\_\_\_

State & Zip: \_\_\_\_\_ State & Zip: \_\_\_\_\_

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

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

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

Contact and Phone: \_\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Work: \_\_\_\_\_

**Claims and Suits** (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, similar to the type of work bid.

(Use Additional Sheets if Necessary)

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**Bank References** (List Institution, Address, Contact Person, and Phone):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**  
**“NO BID” RESPONSE**

Please denote below the reason for not bidding on the above bid:

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**EXHIBIT 5**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____ Yes	_____ No
	2.	General Partnership	_____ Yes	_____ No
	3.	Limited Partnership	_____ Yes	_____ No
	4.	Corporation	_____ Yes	_____ No
	5.	Other	_____ Yes	_____ No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

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If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

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If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

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If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

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If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

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Is the company a minority, or woman owned business enterprise?

\_\_\_\_\_ No      \_\_\_\_\_ Yes      if yes, specify:      \_\_\_\_\_ MBE      \_\_\_\_\_ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

\_\_\_\_\_ No      \_\_\_\_\_ Yes

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

## EXHIBIT 6

### SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: \_\_\_\_\_ Small \_\_\_\_\_ WBE \_\_\_\_\_  
MBE

\_\_\_\_\_ Non-S/M/WBE

Description: \_\_\_\_\_ Contract/Solicitation Number: \_\_\_\_\_

Check the applicable: \_\_\_\_\_ Subcontracting/Vendor Opportunities \_\_\_\_\_ Sole Source \_\_\_\_\_ Direct Purchase

**NOTE:** If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify ALL participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

### CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 7**  
**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

STATE OF TEXAS

COUNTY OF ROCKWALL

Personally, before me the undersigned authority, on this day appeared \_\_\_\_\_ who, being  
duly sworn, on oath, says that he is a legal representative of \_\_\_\_\_  
(full name of Contractor as in contract)  
and that Work Order No. \_\_\_\_\_ for the contract designated as

**SERVICE CENTER – NEW CONCRETE  
PARKING LOT  
(BID NO. 2022-4)**

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this Work Order have, to the best of my knowledge and belief, been fully paid.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
County, Texas

**Instructions:**

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavit must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.



# EXHIBIT 8

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

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

2. **Are filing an update to a previously filed questionnaire. YES\_\_\_\_\_ NO\_\_\_\_\_**

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

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

\_\_\_\_\_  
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes \_\_\_\_\_ No\_\_\_\_\_

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes \_\_\_\_\_ No\_\_\_\_\_

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

Yes\_\_\_\_\_ No\_\_\_\_\_

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

4. **Signature of person doing business with the governmental entity**

**Date**

### **Article III Scope of Services**

3.1 Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in “Specifications” and “Response,” which is attached hereto and made a part of this Agreement for all purposes.

### **Article IV Schedule of Work**

Contractor agrees to commence Services within ten (10) days after the date written notice to do so. Contractor agrees to substantially complete the required Services within a timeframe mutually agreed upon by the Owner and the Contractor and also in accordance with the schedules and at the times and locations provided by the City as set forth in “Specifications” and “Response” including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

### **Article V Compensation and Method of Payment**

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in “Specifications” and “Response.” The total compensation to Contractor shall not exceed the approved budget amount under this Agreement.

5.2 The total amount awarded and the amount not to exceed is not an indication of the amount of compensation to the Contractor. The amount of compensation to the Contractor will be determined by the actual purchase order(s) issued by the City.

5.3 Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in “Specifications” and “Response.” Upon approval, City shall compensate Contractor as provided herein and in “Specifications” and “Response” with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

### **Article VI Notice to Proceed**

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor’s receipt of a written Notice to Proceed from City shall be entirely at Contractor’s own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

### **Article VII Suspension of Work**

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VIII Devotion of Time; Personnel; and Equipment**

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

## **Article IX Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article X Termination**

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution

or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;

- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

## **Article XI Insurance**

11.1 Contractor shall during the term hereof maintain in full force and effect insurance which complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used

in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, project name and number, its officers, agents and employees as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

## **Article XII Miscellaneous**

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Rockwall County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Rockwall  
Attn: John Cranson  
Streets and Drainage Manager

385 S. Goliad St.  
Rockwall, Texas 75087

If intended for Contractor:

Attn:

NAME, TITLE CONTRACTOR CO ADDRESS  
CITY, STATE  
Email Address  
Phone

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

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

12.12 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.16 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall

include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

12.17 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Rockwall representative so that the City of Rockwall can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Rockwall.

## **SECTION V SCOPE & CONDITIONS OF CONTRACT**

### **1. Project General Overview**

This contract is for specified construction of new concrete parking lot located at the City Service Center, 1600 Airport Road, Rockwall TX 75087. The estimated quantities in the Bid Documents Section are for the purpose of choosing a bidder, and are not in any way an estimate of the work that will be asked of the chosen bidder.

### **2. Proposals**

Bidders shall complete the proposal entirely, stating all prices in both script and figures. The prices in the proposal shall be full compensation for mobilization, site preparation, all materials, labor, equipment, traffic control, restoration of irrigation, restoration to vegetation, and incidental items required to complete the project and commission it for use. No direct compensation will be made for any other work without written approval prior to work being performed. Material on hand will not be paid until all work is completed.

### **3. Specifications**

All materials and workmanship shall conform to the current City of Rockwall Standards and Specifications and the latest edition of the North Central Texas Council of Governments (NCTCOG) Standards for Public Works Construction, as amended. In the event an item is not covered in the City of Rockwall specifications, the City Engineer's decision shall apply.

Contractor must obtain copies of the latest City of Rockwall Standard Details and North Central Texas Council of Government Standard Specifications for Public Works Construction with Rockwall Amendments. Contractor shall have one copy of the project specifications at all times.

- Remove Existing Concrete Paving 195 SY
- Remove Existing Curb And Gutter 426 LF
- Prepare Subgrade Pulverize HMAC And Base 4500 SY
- Excavation (Additional 7") 875 CY @ 7"
- Alternate (Additional 8") 956 CY @ 8"
- 8" Reinforced Concrete Pavement (3600 PSI) (#4 rebar @18" OC) 4500 SY
- Maintenance, Performance and Payment Bonds LS
- Hot Rubber Joint Sealing 4500SY

Material and density testing will be provided by the City of Rockwall. Exhibit A (attached) shows an aerial view of the parking lot and denotes the designated job location.



#### 4. Concrete Work

Regarding reinforced concrete pavement:

- a. All concrete shall be Class "C" as defined in NCTCOG, have a minimum compressive strength of 3600 psi at 28 days (minimum of 6 sacks of cement per yard) unless noted otherwise (UNO).
- b. Curbs shall be integral with pavement and shall be of the same strength as the concrete pavement.
- c. Detail and arrangement of paving joints, all types, shall be as shown on sheets SD-P04 and SD- P05 of the City of Rockwall Paving Details.
- d. Bar laps shall be 30 diameters.
- e. Reinforcing steel shall be #4 rebar on 18" centers and shall be supported and maintained at the correct clearances by the use of bar chairs or other approved support.
- f. No concrete shall be placed when temperature of concrete is over 95 degrees or ambient temperature is 40 degrees and falling.
- g. Lime is not required on this contract.

#### 4. Material Testing

An independent material testing lab will be selected and approved by the City. The City will enter into a separate agreement for those professional services and be responsible for initial testing. Any retesting due to failed specifications or substandard situations will be paid at the Contractor's expense.

#### 5. Site Drainage

Contractor is responsible for all surveying and staking for this project. Contractor is responsible for ensuring that proposed grades allow for proper drainage. The contractor shall maintain adequate site drainage at all times. Drainage runoff will be confined to the limits of the construction project and shall not be diverted over private property. Any run off presently traversing private property shall not be increased by cause of construction.

#### 6. Construction Coordination with Recycle/Trash Collection Services

Trash collection must be maintained at all times. If an alley or portion of an alley will be closed during trash and recycle collection times, the CITY will coordinate with the waste collection company for alternative trash collection to occur at the normal collection times.

#### 7. Barricading and Traffic Control

Streets will remain open to thru traffic and emergency vehicles during the duration of the project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and with the City of Rockwall's Traffic Division requirements and shall be considered incidental in cost.

The spacing of signs and channelization devices may be adjusted to fit the geometric conditions encountered, such as driveways, intersecting roadways, vertical and horizontal alignment, etc., as approved or directed by the City of Rockwall.

#### 8. Saw-cutting

All existing concrete and asphalt shall be sawed to limits of removal that will emulate standard City of Rockwall joint layout and proper drainage. No saw cut shall be placed within 30" of an existing joint. Saw cuts within 30" of an existing joint shall be removed to the next full panel. Costs for saw-cutting shall be included in costs for each bid item. Saw cut water shall be vacuumed and disposed in a manner consistent with environmental regulations and TPDES permitting.

#### 9. Right-of-Way and Easements

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places, or other rights of way as provided for in the ordinances of the City. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with sight visibility along travel ways. Materials and stock piles should not occupy spaces designated to be free and unobstructed such as at driveways, nor restrict access to adjoining property. Other Contractors may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other Contractor(s) of the owner all reasonable facilities and assistance for completion of adjoining work.

#### 10. Existing Structures and Utilities

Contractor shall be required to locate and protect all utilities, service lines, and private property crossed, exposed, or otherwise effected by his construction operations. Some examples include but are not limited to sprinkler systems and other private underground installations during construction. Restoration of irrigation systems shall be considered incidental.

Where existing utilities, service lines, or other existing structures are cut, broken, or damaged, the Contractor shall replace with similar or better than what was existing prior to effects of construction. Restoration is no separate pay item. Contractor is encouraged to document pre-existing conditions of construction zone and adjacent areas, such as by means of project video or photos.

Contractor shall contact 1-800-DIG-TESS (334-8377) prior to any excavation. Contact City of Rockwall Water Department, for wet utility locates (972-771-7730).

No existing trees shall be removed without the expressed consent of the City's Street Department Project Manager. In addition, the contractor shall avoid cutting roots larger than one inch in diameter when excavating near existing trees. Excavation in the vicinity of trees shall be done with extreme caution.

## 11. Public Convenience and Safety

Materials stored about the work zone shall be placed as to cause no greater obstruction to the traveling public than is considered necessary by the Owner. The contractor shall make provisions by bridges or otherwise at all cross streets, highways, sidewalks, and private driveways for the free passage of pedestrians and vehicles provided that where bridging is impractical or unnecessary in the opinion of the Owner, the contractor may make arrangements satisfactory to the Owner for the diversion of traffic and shall at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed without proper signage. The materials excavated, and the construction materials or plant used in the construction of the work, shall be placed so as not to endanger the public or prevent access to all fire hydrants, water valves, gas valves, manholes, fire alarm or police call boxes in the vicinity.

The Contractor shall notify the City's Street Superintendent when any street is to be closed or obstructed. Such notice shall in the case of major thoroughfares or streets upon which transit lines operate be forty eight (48) hours in advance. The Contractor shall, when directed by the Owner, keep any street unobstructed for use by the City Fire Department. Where the Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

## 12. Use of Fire Hydrants

No person shall open, turn off, interfere with, attach any pipe or hose or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City, unless duly authorized to do so by the City Water Utilities Department. Connections to fire hydrants will require use of meter and double check valve assembly in accordance with City of Rockwall cross-connection ordinance. The contractor will be responsible for the deposit and care of the City supplied meter.

## 13. Construction Schedule

Prior to starting work, contractor shall submit a proposed schedule for the work order with estimated calendar days, a calendar day being any day of the year and no days exempted. The Contractor agrees to complete the work as specified within the work order which begins on the date of written notice to commence work. The work order shall consist of written request by the Owner to proceed with the work.

The Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work, the Owner may permanently withhold from the Contractor's total compensation an amount in accordance with Item 108.8.1 of the Public Works Construction Standards – North Central Texas, Latest Edition, North

Central Texas Council of Governments.

It is important that the contractor adhere strictly to the 7:00am to 5:00pm work hours. This, in turn, means that no staging, delivery, vehicle idling or any other noise producing activity may take place outside of these hours.

Contractor must request permission to work at least 48 hours in advance for Saturday work. Compensation for the City Inspector's time must be reimbursed by the Contractor for Saturday work with a 4 hour minimum at \$50/hour. Sunday and holiday work are not allowed. Hours are 8AM to 6PM on Saturdays.

#### 14. Intermittent and Final Clean-Up

Contractor shall keep the project work site clean and orderly. It is unacceptable to allow trash to blow onto adjacent properties. Strict attention will be paid to this item. If contractor fails to adhere to this stipulation, owner reserves the right to stop work until trash is cleaned-up. This stoppage of work will not extend contract time.

Contractor will be responsible for the removal and proper disposal of waste created during the project duration and will restore all disturbed areas to original condition or better. Areas disturbed by construction are to be sodded with the same type of grass that existed before construction began. Individual sites shall be cleaned immediately after paving is complete. Final clean-up shall be completed prior to final payment from the City for each work order. Contractor shall restore irrigation, sod, and damage to private property within 10 days of being given notice to do so. Failure to complete restoration will result in fees assessed to the Contractor at \$50/day per property.

Intermittent, final clean-up, and property restoration is considered incidental.

#### 15. Construction Water

Water required for testing, sterilization, and other construction purposes (i.e. irrigation) can be available to the Contractor via meter from the City at no cost. Including water required for any retesting. The Contractor must furnish all pipe, hose and fittings necessary to obtain the water.

The Contractor shall make complete and satisfactory arrangements with the City Water Utilities Department prior to using the water. This will include applying for and obtaining an appropriate meter from the Utilities Department. All pipe used for any purpose other than water jetting and similar type uses shall be clean and sterilized.

#### 16. Erosion Control

P2 filters and a SWPPP plan are not required due to the limited area disturbed at each of the sites. The contractor should implement Best Management Practices to limit pollution of the storm sewer system. For instance, all saw-cut-water must be intercepted and vacuumed without entering the storm sewer system. Spoil piles are not anticipated for this job; however, if used, silt fencing will be required. The cost

of this item is subsidiary to other line items.

#### 17. Sanitation

The contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infections or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private, and such regulations as are required by the Owner shall be put into immediate force and effect by the contractor.

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the contractor in such manner and at such points as approved by the Owner.

#### 17. Payments for Work

The Contractor shall submit pay applications to the City for review. Upon request, the contractor shall verify quantities in pay application by submitting supporting data. Requests for amounts beyond approved amounts must be approved by the City prior to commencing work.

The quantities of each item on the bid proposal establish the unit cost for each line item. The amount of work to be done is determined by the City and notice given to the contractor. Actual quantities will be determined and paid for as verified by actual measurements completely installed.

#### **Retainage is not held on this project due to the nature of the work.**

In addition to other items mentioned throughout this document, there shall be no separate pay item for the following items, which shall be considered subsidiary to other pay items:

- a. Maintenance and modification, if necessary, to existing privately-owned irrigation systems in parkways.
- b. All pavement joints including, but not limited to, longitudinal butt joints
- c. Mobilization and final clean-up.
- d. Locating existing utilities.
- e. Traffic control
- f. Erosion control

#### 18. Termination and Extension of Contract

The City or Contractor may terminate this agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all

finished or unfinished work products, and other materials, should be at the option of the City to become its property. If the contract is terminated as provided herein, the Contractor fee would be paid in an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Contractor covered by this contract.

The contract period shall commence upon execution of the contract. Job shall be completed on or before September 30, 2022.

All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Rockwall reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. Any adjustment in pricing must be presented to the City of Rockwall at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Rockwall, normally within 30 days prior to the expiration date of the current contract.

## **SECTION VI CITY OF ROCKWALL STANDARD CONSTRUCTION DETAILS**

The paving standard details are not included in this bid packet. Contractor shall refer to the City of Rockwall website for the latest construction standards and shall construct according to the latest details.

CITY OF  
ROCKWALL

STANDARD  
CONSTRUCTION  
DETAILS

PAVING

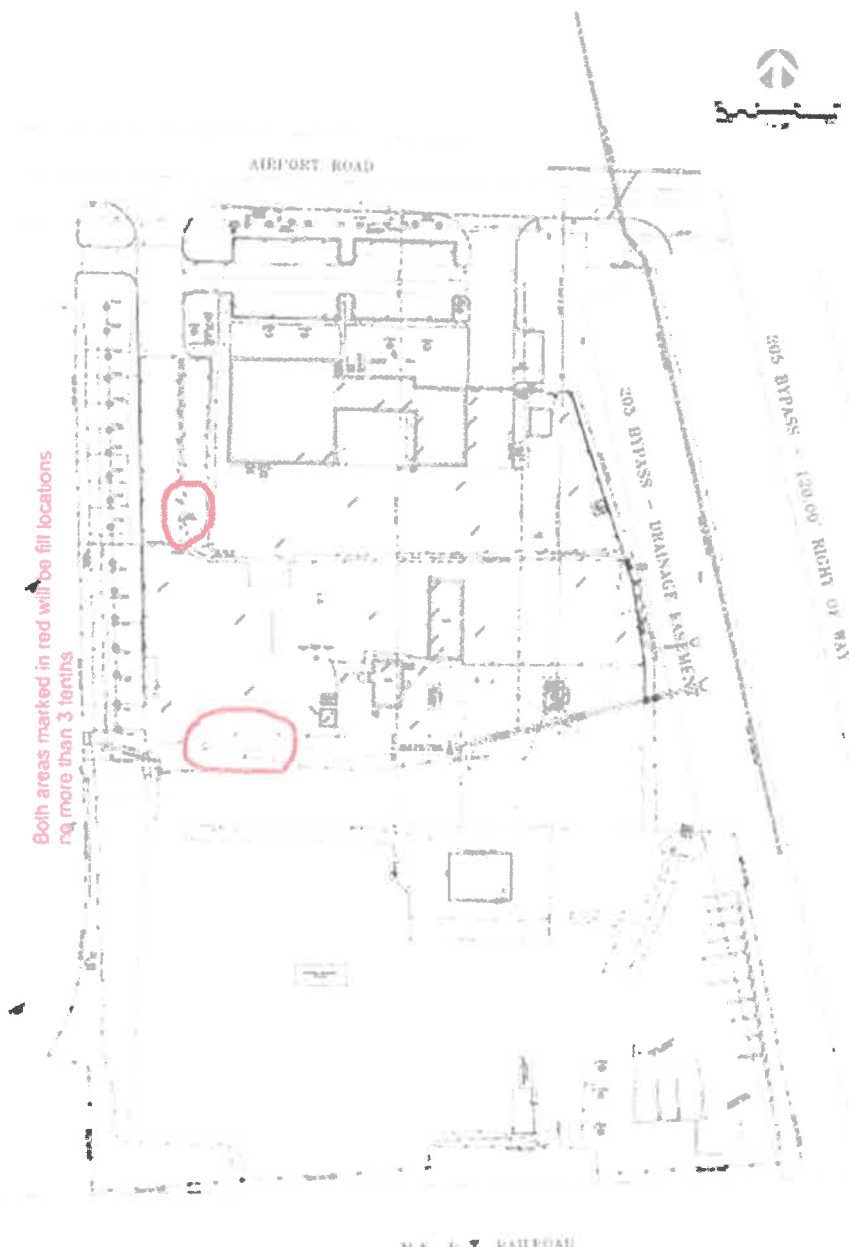


Available on  
[www.rockwall.com](http://www.rockwall.com)

<http://www.rockwall.com/engineering.asp>

# EXHIBIT A







of Rockwall

Find address or place

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Measurement

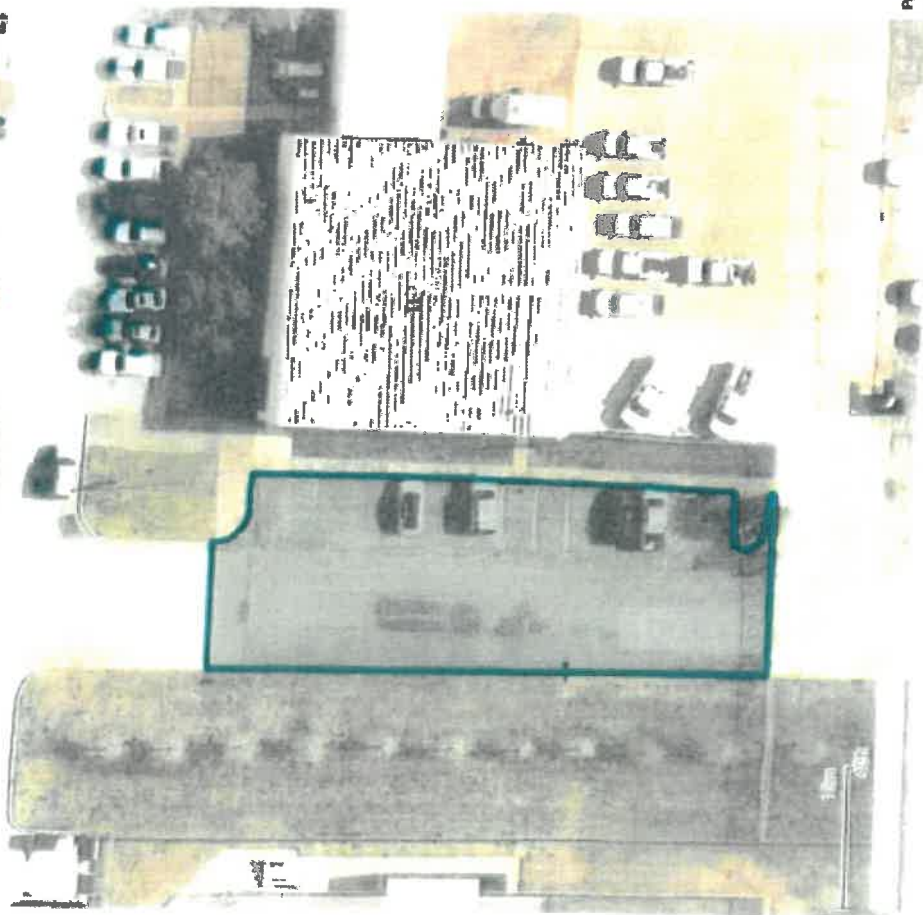
1 Sq Yards

Measurement Result

891 Sq Yards

Clear

③



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Degrees

Measurement

1 Sq Yards

Measurement Result

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## **PUBLIC NOTICE**

### **CITY OF ROCKWALL INVITATION TO BID #2022-4 NEW CONCRETE PAVEMENT SERVICE CENTER PARKING LOT**

Sealed bids for the new concrete parking lot located at the City Service Center are invited and should be submitted to the Purchasing Agent, City of Rockwall, Purchasing Department, 385 S. Goliad St., Rockwall, TX 75087. Bids are due on or before June 16, 2022 at 3:00 PM CST. Promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud in the Council Conference Room, City Hall. Contractor General and Auto Liability and Worker's Compensation insurances are required. Contractor Bid, Performance, Payment and Maintenance Bonds are required.

Bid Packet including Plans and Specifications may be examined on the City's website at [www.rockwall.com](http://www.rockwall.com), [Finance Purchasing page](#). For questions and additional information, contact Lea Ann Ewing at 972-771-7700 or [lewing@rockwall.com](mailto:lewing@rockwall.com).

Publish in Herald Banner on:                      June 3, 2022 and June 10, 2022