



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

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PURCHASING AGENT

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ASSISTANT PURCHASING AGENT

**VOLUME 1 – BIDDING DOCUMENTS**

**RFB NO. 2022-087**

**REQUEST FOR BID  
FOR  
GOLDEN HEIGHTS ROAD  
STORM DRAIN IMPROVEMENTS**

**32.931319, -97.330587**

**BIDS DUE APRIL 4, 2022  
2:00 P.M., CST**

*Technical Specifications Prepared by  
Teague Nall and Perkins, Inc.  
5237 North Riverside Drive, Suite 100  
Fort Worth, TX 76137*

**RFB NO. 2022-087**

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## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### PRE-BID CONFERENCE

All Bidders are encouraged to attend a Pre-Bid Conference to be held:

**DATE:** THURSDAY, MARCH 16, 2022

**TIME:** 10:00 A.M. CST

**LOCATION:** TARRANT COUNTY ADMINISTRATION BUILDING  
PURCHASING DEPARTMENT CONFERENCE ROOM  
100 E. WEATHERFORD STREET, ROOM 303  
FORT WORTH, TEXAS 76196-0104

*Tarrant County will not provide copies of RFB documents. Please download and print prior to meeting.*

**RSVP:** Bidders planning to attend the Pre-Bid Conference must RSVP to Rita C. Pauley, CPO, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com) by 5:00 p.m., CST, Wednesday, March 15, 2022. Confirmed receipt by Tarrant County of this email is required.

**Questions from bidders will be addressed at the pre-bid conference. Any bidder who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.**

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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Tarrant County is requesting bids for **GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS** for the **TRANSPORTATION SERVICES DEPARTMENT**. All bids must be submitted on the attached Bid Proposal Form. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

**Original and One (1) Copy**  
**OF**  
**COMPLETED BID PROPOSALS**  
**MUST BE RECEIVED IN THE**  
**TARRANT COUNTY PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE APRIL 4, 2022 AT 2:00 P.M.**

**All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes.** All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" Response to be returned on the form included in the section under Forms.

**Any bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder.** If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax. The Contractor is solely responsible for complying with any legal requirements regarding the payment of taxes

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of Tarrant County.

**No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:**

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**RITA C. PAULEY, CPO, SENIOR BUYER**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

All documents relating to the RFB, including but not limited to, the RFB document, questions and responses, addenda and special notices will be posted under the RFB number on the Tarrant County website and available for download by Bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Bidder's sole responsibility to review this site and retrieve all related documents up to the RFB due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, March 21, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Rita C. Pauley, CPO, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com).

**Faxed Questions:** Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

**Emailed Questions:** The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as stated on Bid Proposal Form and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

**Non-performance** of the Contractor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Contractor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any inconsistencies.
2. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

**It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

**CONFIDENTIALITY:** Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION."** Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder to determine the full extent of the exposures.

Contractor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

## **GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) CONTRACTOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CONTRACTORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

CONTRACTOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. CONTRACTOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

**1. CONTRACT TERMS:**

Bidder(s) will be awarded a contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department through to the completion of the project. **Prices must remain firm for the entire contract.**

**2. MINIMUM INSURANCE REQUIREMENTS**

A. Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

1. Workers' Compensation/Employer's Liability
  - a. Worker's Compensation — statutory
  - b. Employer's Liability — \$500,000
2. Commercial General Liability:  
Bodily Injury/Personal Injury/Property Damage —  
\$1,000,000 per occurrence/\$2,000,000 aggregate
3. Auto Liability:  
Combined Single Limit (CSL) — \$500,000 per occurrence

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

C. Required Provisions:

1. Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
2. All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
3. As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
5. Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.



## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (cont'd)

6. If applicable, the Contractor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

#### 3. **CRIMINAL BACKGROUND CHECK:**

If this contract requires that Contractor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Transportation, then Contractor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Contractor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by the Contractor's refusal to agree to these terms.
3. Failure of the Contractor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Contractor personnel for duration of the contract.

#### 4. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

The following is **only applicable** when Bidder is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**  
Bidder shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
2. **Breach Notification**  
Bidder agrees that upon discovery of unauthorized access to Tarrant County Data, Bidder shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Bidder knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Bidder agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (cont'd)**

3.     **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
4.     **Right to Audit**  
Tarrant County reserves the right to audit bidder data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### **TWCC Rule 110.110 Workers' Compensation Insurance Coverage**

**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 entity's 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 has 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 persons 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 code and payroll amounts and filing of any coverage agreements, which meets 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 prior to being awarded the contract.
- 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.

## **GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

### **TWCC Rule 110.110 Workers' Compensation Insurance Coverage**

- 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 (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate 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 (1) 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 persons 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 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 of its employees providing services 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 services on the project, for the duration of the project;
  - 3. Provide the contractor, prior to the end of the coverage period, 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;
  - 4. Obtain from each 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 the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**TWCC Rule 110.110**  
**Workers' Compensation Insurance Coverage**

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) 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.

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**EVALUATION CRITERIA** will include, but is not limited to the following:

1. Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with services bid
6. Special needs and requirements of Tarrant County
7. Bidder's experience with similar projects

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive - not restrictive - and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Bidder is bidding item specified. The Bidder will not be allowed to make unauthorized substitutions after award.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### BOND REQUIREMENTS

#### **POWER OF ATTORNEY**

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

**PAYMENT BOND** - For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

**PERFORMANCE BOND** - For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

**MAINTENANCE BOND** - For a contract in the amount of the contract guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in bid documents for a two (2) year period after work has been completed and accepted by Tarrant County.

**NOTE:**        **The cost for Bond premiums shall be considered subsidiary to the unit prices.**

*Note: Payment, Performance and Maintenance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.*

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### PREVAILING WAGE RATES

#### MINIMUM WAGE RATES:

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
  
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page:  
  
[https://beta.sam.gov/wagedetermination/20155231/12?keywords=TARRANT%20COUNTY&sort=-relevance&index=wd&is\\_active=true&page=1](https://beta.sam.gov/wagedetermination/20155231/12?keywords=TARRANT%20COUNTY&sort=-relevance&index=wd&is_active=true&page=1) and search State of Texas, County of Tarrant.
  
- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
  
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
  
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
  
- F. The Contractor shall pay Tarrant County the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
  
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.



## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR

1. **INTENT OF DRAWINGS:** If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Tarrant County Purchasing Department a written request for an interpretation thereof at least seven (7) days prior time for opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued and a copy of such addendum will be issued to each person receiving a set of such documents. Tarrant County will not be responsible for any other explanations or interpretations.
2. **BIDDERS KNOWLEDGE OF CONDITIONS:** Prior to submission of a proposal, bidders shall have made a thorough inspection of the site of work and a thorough examination of the plans and specifications. Bidder's shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work.
3. **TARRANT COUNTY'S RIGHT TO STOP THE WORK:** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, Tarrant County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Contractor shall not have a claim for additional time or compensation.
4. **HOLIDAY SCHEDULE:** Below are the holidays observed by Tarrant County. No work will be permitted except in the most extreme circumstances and with prior approval from the County.

HOLIDAY	DAY	DATE
Thanksgiving Day	Thursday	Fourth Thursday in November
Thanksgiving Friday	Friday	Friday after Thanksgiving Day
Christmas Eve	Varies	December 24 <sup>th</sup>
Christmas Day	Varies	December 25 <sup>th</sup>
New Year's Day	Varies	January 1 <sup>st</sup>
Martin Luther King Jr. Day	Monday	3 <sup>rd</sup> Monday in January
Presidents' Day	Monday	3 <sup>rd</sup> Monday in February
Cesar Chavez Day	Monday	Last Monday in March
Good Friday	Friday	Friday preceding Easter
Memorial Day	Monday	Last Monday in May
Juneteenth	Varies	If on Sat., off Fri., prior / if on Sun., off Mon. after.
Independence Day	Varies	If on Sat., off Fri., prior / if on Sun., off Mon. after.
Labor Day	Monday	First Monday in September

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR (cont'd)**

5. **WORK PERFORMED WITHOUT BENEFIT OF INSPECTION:** Contractor shall provide the County 24 hours' notice prior to any construction. Any time that work is being performed on bid items, work that supports bid items, or work that requires lane closures, an Inspector hired by the County must be present. Work performed without the proper inspection shall be performed at the Contractor's risk. This work will be considered unauthorized, and at the option of Tarrant County, may not be measured and paid for and may require removal at the Contractor's expense. If the Contractor fails to satisfactorily repair, replace or remove the unauthorized work or materials immediately upon receipt of written notice, the County will have authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the Contractor. If there is ever any question as to what requires inspection, please check with the assigned Inspector. General clean-up and similar items of work that have no direct pay can be performed without the benefit of inspection.
6. **MONTHLY ESTIMATE:** Monthly pay estimates will be processed at the beginning of each month for work performed (based upon field measurements) during the prior month. Assuming there are no issues encountered during the standard process, payment will be processed within thirty (30) days from the end of the prior month.

The owner reserves the right to withhold 5% retainage with each monthly payment of the contract price for thirty (30) days after final acceptance of the work.
7. **BONDS, INSURANCE, AND MOBILIZATION:**

No separate pay item will be included for mobilization, bonds and insurance. Cost for the items shall be considered subsidiary to the unit bid prices.
8. **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make a Claim for an increase in the Total Base Bid, written notice as provided herein will be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property.
9. **CLAIMS FOR ADDITIONAL TIME:** If the Contractor wishes to make a Claim for an increase in the Contract Time, Contractor must provide written notice of the Claim to Tarrant County. The Contractor's Claim will include an estimate of cost and of probable effect of delay on progress of the Work.

If adverse weather conditions are the basis for a Claim for additional time, such Claim will be documented by data substantiating that weather conditions were abnormal for the period of time and had an adverse effect on the scheduled construction. Data substantiating normal weather conditions or actual weather conditions will be furnished by the National Weather Service or the National Oceanic & Atmospheric Administration (N.O.A.A.) only. Contractor will submit to Tarrant County written request for delays due to adverse weather conditions within (ten) 10 days of the end of the month in which the delays occurred. Substantiating data from the National Weather Service or N.O.A.A. will be furnished by the Contractor upon request by Tarrant County at its earliest availability. Inclement weather that occurs between commencement of construction and substantial

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR (cont'd)**

completion will constitute delay only to the extent that days lost during a particular month due to such inclement weather exceeds the average lost time (in workdays) for the month(s) indicated.

Non-availability or shortages of labor, local strikes, and lockouts will not constitute a Claim for increase in the Contract Time or Contract Sum.

10. **MATERIALS AND WORKMANSHIP WARRANTIES AND GUARANTEES:**

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the County or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the County or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11. **DEFECTIVE MATERIALS, EQUIPMENT, OR IN-PLACE CONSTRUCTION:**

1. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the work site, unless permitted to remain by an Inspector hired by the County. Rejected materials, the defects of which have been subsequently corrected, shall be considered as new material.
2. In-place construction not conforming to the requirements of these specifications will be removed and replaced/re-worked at the Contractor's expense as deemed appropriate by the County. Tests made on in-place construction which has been replaced or re-worked due to failure to meet project specifications will be authorized by the County and the cost of such tests will be the expense of the Contractor. Testing will be performed by the testing company under contract with the County at the rates specified by that contract.

12. **QUALITY ASSURANCE / QUALITY CONTROL:**

1. The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. Unless otherwise noted within these Special Conditions, the expense of testing shall be paid for by the County.
2. If there are any failing tests, the Contractor shall be responsible for all cost of additional testing until compliant. The failure of the County to make any tests shall in no way relieve the Contractor of his/her responsibility to provide materials, equipment, and in-place construction which comply with project specifications.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR (cont'd)

3. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.
4. All testing shall be coordinated through an Inspector hired by the County. Results of tests shall be based on findings by the County's contracted testing facility.

13. **WEATHER TABLE:**

MONTH	AVERAGE DAYS RAIN (1)	INCHES RAINFALL (2)	SNOW/ICE PELLETS (3)
JANUARY	6.4	1.84	.01
FEBRUARY	6.3	2.81	1.5
MARCH	8.1	3.53	0.2
APRIL	6.4	3.09	0
MAY	7.6	4.49	0
JUNE	6.2	4.49	0
JULY	6.2	3.07	0
AUGUST	5.1	1.97	0
SEPTEMBER	6.1	2.36	0
OCTOBER	7.3	4.76	0
NOVEMBER	6.8	2.74	0.1
DECEMBER	5.9	2.65	0.3
<b>ANNUALLY</b>	<b>80.8</b>	<b>37.80</b>	<b>2.1</b>

- (1) Normal number of day's rainfall per month, .01" or more.
- (2) Normal monthly precipitation, in inches.
- (3) Mean number of days per month.

This table is provided by the National Oceanic and Atmospheric Administration, for the period of 1981-2010.

14. **UNIT BID PRICE CHANGES / CHANGE ORDERS:** Since this Contract is a Unit Bid Price Contract any quantities originally contemplated that are materially changed (increase/decrease by 25%) so that application of such unit prices to quantities of Work proposed will cause substantial inequity to Tarrant County or the Contractor, the applicable unit prices will be equitably adjusted. Any Change Orders that increase the total Contract Amount shall require Court approval.

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR (cont'd)**

15. **AS-BUILTS**: Prior to the issuance of final payment, the Contractor shall submit a red-lined set of As-Built Drawings that document any changes made to the specifications and design made during the construction process and should show the exact dimensions and actual locations of all elements described in the original Contract Agreement and the related drawings and documents in the Contract package.
16. **SUBSIDIARY ITEMS**: The cost of all bonds and insurance shall be subsidiary to the unit bid prices.
17. **CONSTRUCTION MANAGEMENT**: Contractors will work under the direction and supervision of the Tarrant County Transportation Services Department who will act for Tarrant County as their representative in effecting the completion of the project.
18. **PAYMENTS TO CONTRACTORS**: will be prepared and processed by the County after the work and material have been approved by the Tarrant County Transportation Services Department and with Owner's voucher payable directly to the Contractor.
19. **FINAL PAYMENT**: Neither final payment nor any remaining percentage shall become due until the Contractor submits an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied.
20. **SUBSTITUTIONS (IF APPLICABLE)**: Whenever a material, article, or piece of equipment is identified on the drawings or in the specifications by reference to manufacturer's or contractor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and contractors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of Tarrant County, of equal substance and function. Bidders that intend to submit responses using equivalent alternate products may submit their intent to do so before the question submission deadline listed in this document. Bidders intending to submit responses using equivalent alternate products are to include technical specifications with their submittals for evaluation as to the alternate product's equivalency. No equal shall be purchased or installed by the Contractor without the County's written approval.
21. **EXAMINATION OF EXISTING PREMISES**: It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
22. **RISK**: The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**TARRANT COUNTY SUPPLEMENTARY CONDITIONS FOR CONTRACTOR (cont'd)**

23. **COMPENSATION ON UNIT PRICE CONTRACTS:** Pursuant to Texas Local Government Code § 271.061, this contract is let on a unit price basis; therefore, the compensation paid to the Contractor must be based on the actual quantities of items constructed or supplied.
24. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, Bonds, Insurance, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
25. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
26. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
27. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
28. **CODE REQUIREMENTS (IF APPLICABLE):** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
29. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of Tarrant County or to the work or materials installed and shall make good any loss, damage, or injury without cost to Tarrant County.
30. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

**GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

**SAMPLE**

**STATUTORY PAYMENT BOND PURSUANT TO  
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_  
(hereinafter call the "Principal"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal  
office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as  
Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Obligee), in the amount of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies  
at length herein.

**GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

**SAMPLE  
PAYMENT BOND  
Page 2**

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**WITNESS**

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

ATTEST: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(If Corporation)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_ by \_\_\_\_\_ (Seal)



**GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

**SAMPLE**

**STATUTORY PERFORMANCE BOND PURSUANT TO  
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT,

\_\_\_\_\_  
(hereinafter call the "Principal"), as Principal, and \_\_\_\_\_

\_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal  
office in the City of \_\_\_\_\_ (hereinafter called the "Surety"),  
as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Obligee), in the amount of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_). For the  
payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators,  
executors, successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies  
at length herein.

**GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

**SAMPLE  
PERFORMANCE BOND  
Page 2**

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

ATTEST: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(If Corporation)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_ by \_\_\_\_\_ (Seal)

# GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

## SAMPLE

### MAINTENANCE BOND

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_, whose address is \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ whose address is \_\_\_\_\_ a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto Tarrant County, hereinafter called COUNTY, the sum of \_\_\_\_\_ (\$\_\_\_\_\_) which is one-hundred percent (100%) of said contract amount in lawful money of the United States, for the payment of which sum will and truly to be made unto said Tarrant County, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said \_\_\_\_\_ has this \_\_\_\_\_ day of \_\_\_\_\_, 2021, entered into a written Contract with the said COUNTY for Newt Patterson Culvert Replacement Project in Tarrant County, which Contract and the Plans and Specifications therein mentioned adopted by the COUNTY, are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the COUNTY, and WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to the construction of Newt Patterson Culvert Replacement Project will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed improvements by the COUNTY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the COUNTY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the COUNTY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the COUNTY, said CONTRACTOR binds itself, upon receiving notice from the COUNTY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the COUNTY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the COUNTY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

**SAMPLE  
MAINTENANCE BOND  
Page 2**

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said COUNTY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Tarrant County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Tarrant County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be executed by them; and the said \_\_\_\_\_ has caused these presents to be executed by its ATTORNEY-IN-FACT \_\_\_\_\_ and the said ATTORNEY-IN-FACT \_\_\_\_\_ has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### SAMPLE CONTRACT

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§

KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Owner, Tarrant County, and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH:** That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work required by the Contract Documents' as per contract documents titled \_\_\_\_\_, Tarrant County RFB No. 20\_\_-\_\_\_\_. The Contractor shall complete the \_\_\_\_\_ no later than \_\_\_\_\_ (\_\_) calendar days after start date agreed upon by the Owner and Contractor.
2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications heretofore prepared by the Transportation Services Department in response to Tarrant County RFB No. 20\_\_-\_\_\_\_, and are hereto attached and made a part of this contract the same as if written herein.
3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. The Owner shall pay the Contractor for the performance of the work, subject to any change order(s), the Total Base Bid of \_\_\_\_\_ Dollars (\$).
5. Based upon applications for payment submitted to the Transportation Services Department, the Owner shall make monthly payments on account of the contract sum to the contract as follows: There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% retainage of the contract price for thirty (30) days after final acceptance of the work.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

**SAMPLE CONTRACT  
PAGE 2**

6. The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
7. The Contract Documents consist of this agreement and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.

This agreement executed the day and year first written above.

COUNTY OF TARRANT  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Funds Available, Certified By:

\_\_\_\_\_  
S. Renee Tidwell, CPA  
County Auditor

Approved as to form\*:

\_\_\_\_\_  
Assistant District Attorney

***\* By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.***

**GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS**

**SAMPLE  
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

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

Job No.: \_\_\_\_\_

On receipt by the signer of this document of a check from Tarrant County (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Tarrant County (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Tarrant County (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

As of the date of my signature, I, \_\_\_\_\_, know of no pending modifications, no changes, nor other items furnished for which the owner or the contractor has not provided compensation.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in up to the date of this waiver and release.

Date \_\_\_\_\_

\_\_\_\_\_ (Company name)

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

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

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
STATE OF TEXAS



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, bidders, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.



Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any bidder applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the bidder's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  2. The goals should be reviewed and amended periodically.
  3. The program may apply to all County procurements including construction and professional services.
  4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB bidders, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB bidders, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### **IV. ADMINISTRATIVE GUIDELINES**

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

#### **510 Historically Underutilized Businesses Policy**

*Adopted: Court Order 64788 (December 17, 1990)*

*Amended: Court Order 69958 (December 7, 1993)*

*Amended: Court Order 99651 (December 28, 2006)*

*Amended: Court Order 127875 (June 19, 2018)*

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

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

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

Texas Procurement and Support Services  
Statewide HUB Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, Texas 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, Texas 76011  
(817) 640-0606

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

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

**TARRANT COUNTY**  
The perfect mix of Cowboys and Culture!  
Vendor Online Registration System

100 E. Weatherford Street  
Fort Worth, Texas 76106  
(817) 884-1111

**Welcome to TVORS!**

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

**Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.**

**Login to TVORS**

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

☐ Keep me signed in on this computer unless I sign out.

**VENDOR LOGIN**

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

*You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.*

To complete your TVORS registration, you will go through the following steps:

**STEP 1:** Enter company data

**STEP 2:** Enter commodity/service codes (NIGP)  
**Failure to select NIGP code(s), could result in improper bid notification or no notification at all.**

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email [TVORS@TarrantCounty.com](mailto:TVORS@TarrantCounty.com).

To begin the registration process, please click the button below.

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto:TVORS@Tarrantcounty.com) or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### SUBCONTRACTORS

Bidders shall list below **all** work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE SUBCONTRACTED	COMPANY NAME OF SUB-CONTRACTOR	DOLLAR VALUE	DBE PARTICIPATION		
			CHECK ONE		DBE %
			YES (or)	NO	
<b>TOTAL</b>					

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Contractor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Bidder's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Bidder's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply the required references will deem the bid as non-responsive and will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

#### REFERENCE ONE

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

#### REFERENCE TWO

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH BID!**

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**REFERENCES**

<b>REFERENCE THREE</b>
------------------------

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCES MUST BE RETURNED WITH BID!**



# SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this RFB.

Bidder hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire bid.***

**Signature** \_\_\_\_\_ **X**  
**Authorized Representative**

\_\_\_\_\_  
 Legal Name of Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Printed Name of Authorized Representative

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

\_\_\_\_\_  
 Title of Authorized Representative

\_\_\_\_\_  
 Telephone Number

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

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

**AFTER HOURS EMERGENCY CONTACT:**

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

Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!**



Did you sign and submit all  
required forms?  
If not, your Bid will be  
rejected!

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_YES \_\_\_\_\_NO

\_\_\_\_\_Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_Partnership consisting of \_\_\_\_\_

\_\_\_\_\_Individual trading as \_\_\_\_\_

\_\_\_\_\_Principal offices are in the city of \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.**

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### **DISCLOSURE OF INTERESTED PARTIES**

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### **BIDDER IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:**

Bidder is a sole proprietorship OR is a non-profit entity OR Bidder is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

### **If the Bidder Cannot Certify that it is EXEMPT as Above, Bidder Must Certify as Follows:**

#### **Bidder is NOT EXEMPT and Certifies as follows:**

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87<sup>th</sup> Legislature S. B. 13), Bidder verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87<sup>th</sup> Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> Legislature, S. B. 19), Bidder verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Bidder Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Bidder is EXEMPT from Certification as set out above.

\_\_\_\_\_ Bidder is NOT EXEMPT from Certification as set out above, and Bidder Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature \_\_\_\_\_X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!**

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### AFFIRMATIONS/FORMS/DOCUMENTS CHECKLIST

✓Check Indicates Completion	
	1. <b><u>References.</u></b> Bidder has provided references, <b>other than Tarrant County.</b> References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
	2. <b><u>Signatures.</u></b> All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. <b><u>Bid Proposal Forms.</u></b> All sections of Bid Proposal Forms have been completed.
	4. <b><u>Insurance Certificates (If required).</u></b> Bidders must submit all Insurance Certificates prior to commencement of work.
	5. <b><u>Addenda.</u></b> When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	6. <b>It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.</b> Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	7. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8. <b>Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder.</b> Tarrant County will not be responsible for errors made by the Bidder.
	9. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	10. Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

## GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

### AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	<p>11. <b><u>Examination of Site and Bidding Documents (Specifications).</u></b> Bidders are responsible for reading the entire bid package and complying with all specifications, including those not specifically listed in this checklist. It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of Tarrant County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.</p> <p>Before submitting a bid proposal, the bidder is required to carefully examine the Bidding Documents (drawings and specifications), visit the site, note existing facilities, conditions and limitation affecting the work to be performed under this contract.</p> <p>By submitting a bid proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information or because of any misunderstanding, or because of misinterpretation of the requirements of the contract.</p>
	<p>12. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.</p>
	<p>13. <b><u>Sub-Contractor List.</u></b> Bidder has included list of areas of work to be sub-contracted under this contract and indicated which areas will be subcontracted to DBE firms.</p>

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!

<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS</b>
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**BID PROPOSAL FORM**

Having read and understood the Instructions to Bidders and Specification, we submit the following bid:

**TOTAL BASE BID** \_\_\_\_\_ **DOLLARS (\$)** \_\_\_\_\_

**EARLIEST POSSIBLE START DATE:** \_\_\_\_\_

**TOTAL CALENDAR DAYS TO COMPLETE PROJECT:** \_\_\_\_\_

- Pursuant to Texas Local Government Code § 271.061, this contract is let on a unit price basis; therefore, the compensation paid to the Contractor must be based on the actual quantities of items constructed or supplied.

**NOTE TO BIDDER:** Tarrant County reserves the right to increase or decrease the quantity of the unit as shown on the individual TxDOT items listed below. Contractor must be prepared to deduct or increase the amounts as needed at the direction of the Transportation Services Department.

Any increase or decrease to the Total Base Bid will require Court approval.

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**



# GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

## BID PROPOSAL

### A. BASE BID – STORM DRAIN IMPROVEMENTS GOLDEN HEIGHTS ROAD

ITEM NO.	TxDOT SPEC NUMBER	EST. QTY.	UNIT	NAME OF PAY ITEM WITH UNIT PRICE IN WORDS		UNIT BASE BID		AMOUNT BID
1	500	1	LS	Mobilization Per Lump Sum	\$	_____	\$	_____
2	496	10	LF	Remove Exist Storm Drain Pipe / Box Culverts Per Lump Sum	\$	_____	\$	_____
3	496	1	LS	Remove Exist Headwalls Per Square Yard	\$	_____	\$	_____
4	104	6	SY	Remove Concrete Pilot Channel Per Square Yard	\$	_____	\$	_____
5	110 & 132	35	CY	Borrow / Embankment Per Linear Feet	\$	_____	\$	_____
6	462	18	LF	2 – 6'x3' Reinforced Box Culvert Per Square Yard	\$	_____	\$	_____

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

# GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

## BID PROPOSAL

### A. BASE BID – STORM DRAIN IMPROVEMENTS GOLDEN HEIGHTS ROAD, CONT.

ITEM NO.	TxDOT SPEC NUMBER	EST. QTY.	UNIT	NAME OF PAY ITEM WITH UNIT PRICE IN WORDS		UNIT BASE BID		AMOUNT BID
7	464	7	LF	18" Class III RCP Per Square Yard	\$	_____	\$	_____
8	466	1	EA	Construct PW Headwall w/ Wingwalls Per Each	\$	_____	\$	_____
9	420	1	EA	Concrete Collar Per Square Yard	\$	_____	\$	_____
10	420	12	SY	Concrete Pilot Channel Per Lump Sum	\$	_____	\$	_____
11	464	1	EA	Concrete to Exist RCP Per Lump Sum	\$	_____	\$	_____
12	462	2	EA	Connect to Exist Box Culvert Per Lump Sum	\$	_____	\$	_____

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

# GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

## BID PROPOSAL

### A. BASE BID – STORM DRAIN IMPROVEMENTS GOLDEN HEIGHTS ROAD, CONT.

ITEM NO.	TxDOT SPEC NUMBER	EST. QTY.	UNIT	NAME OF PAY ITEM WITH UNIT PRICE IN WORDS		UNIT BASE BID		AMOUNT BID
13	402	20	LF	Trench Safety for Storm Drain Installation Per Lump Sum	\$	_____	\$	_____
14	361	18	SY	Concrete Driveway Repair Per Lump Sum	\$	_____	\$	_____
15	351	38	SY	6" HMAC Pavement Repair for Storm Drain Install Per Lump Sum	\$	_____	\$	_____
16	351	38	SY	8" Flex-Base Pavement Repair for Storm Drain Install Per Lump Sum	\$	_____	\$	_____
17	502	1	LS	Traffic Control Per Lump Sum	\$	_____	\$	_____
18	506	1	LS	Erosion Control Per Lump Sum	\$	_____	\$	_____

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

# GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS

## BID PROPOSAL

### A. BASE BID – STORM DRAIN IMPROVEMENTS GOLDEN HEIGHTS ROAD, CONT.

ITEM NO.	TxDOT SPEC NUMBER	EST. QTY.	UNIT	NAME OF PAY ITEM WITH UNIT PRICE IN WORDS		UNIT BASE BID		AMOUNT BID
19	N/A	95	SY	Flexamat Turf Reinforcement Per Lump Sum	\$	_____	\$	_____
<b>GOLDEN HEIGHTS ROAD STORM DRAIN IMPROVEMENTS – TOTAL BASE BID**</b>							\$	_____

**NOTE: Insert \*\*BASE BID TOTAL onto the BID PROPOSAL FORM on page 45\*\*.**

**THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!**

# NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why bidders have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

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Vendor Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:

Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

Please cut out and affix to the outside of your response package.



**TARRANT COUNTY  
SEALED BID/PROPOSAL/RESPONSE**

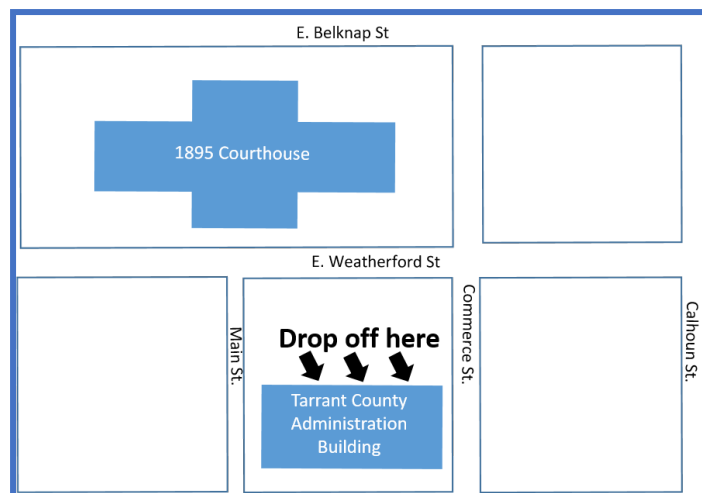
**RFB No. 2022-087**

**GOLDEN HEIGHTS ROAD STORM DRAIN  
IMPROVEMENTS**

**Due Date: JUNE 6, 2022 AT 2:00 P.M.**

**Tarrant County Administration Building  
ATTN: Purchasing Department  
100 E. Weatherford St., Third Floor, Suite 303  
Fort Worth, Texas 76196-0104**

Street View



Building View

