



Invitation to Bid

Proposal Reference Number: 24-316-05

**Project Title: SUPPLEMENTAL MISCELLANEOUS STREET DEPARTMENT
MATERIALS**

Proposal Closing Date: November 20, 2023



INVITATION TO BID

24-316-05 SUPPLEMENTAL MISCELLANEOUS STREET DEPARTMENT MATERIALS

SECTION I – ADVERTISEMENT AND INVITATION FOR BIDS

The City of Ennis (City) will receive bids for “Supplemental Miscellaneous Street Department Materials.” The materials consist of concrete sand, concrete riprap, concrete, concrete park trail section, concrete pavement slab stabilization with Polyurethane, streets utility cut repair, fencing, and crack seal.

Specifications will be emailed to all interested vendors upon request and are also available from the City website at <https://www.ennistx.gov/PublicNotices>.

Bids will be received until 2:00 P.M. on Monday, November 20, 2023.

Sealed bids should be addressed to City of Ennis Purchasing Manager and can be dropped off in person at Ennis City Hall, 107 N. Sherman St. Ennis, Texas 75119, or mailed to P.O. Box 220, Ennis, Texas 75120. The outside of the envelope should also be labeled: “Sealed Bid, Attention City of Ennis Purchasing Manager, Supplemental Miscellaneous Street Department Materials.

Bids can also be made online at:

<https://www.demandstar.com/app/agencies/texas/city-of-ennis/procurement-opportunities/a3a201f8-e500-4a4d-84c7-3c06a57978c4/>

Bids will be opened at 2:30 P.M. on Monday, November 20, 2023, at 500 Lake Bardwell Dr., Ennis, TX 75119. Ennis, TX 75119.

All questions should be fielded to Katrinia Roberson in writing, at kroberson@ennistx.gov at least three (3) business days prior to bid opening. No bidder may withdraw his/her bid within ninety (90) days after the actual date of the opening thereof. The City reserves the right to reject any and all bids and to award the contract to the bidder who offers the best value to the City.

City of Ennis
By: Katrinia Roberson
Title: Purchasing Manager

Publish: Sunday November 5, 2023
Sunday November 12, 2023

SECTION II – SCOPE OF WORK/ITEMS & QUANTITIES

General

Materials and work shall be governed by the description below and the current Infrastructure Design Standards available at the link: [Infrastructure Design Standards.pdf \(ennistx.gov\)](http://ennistx.gov/Infrastructure%20Design%20Standards.pdf)

No Bid will be considered that does not meet these minimum standards. The quantities shown in the bid form may be ordered by the City over a 12-month period, but the City is not bound to order any portion of the total quantities specified.

Material quantities will vary according to Street Department requirements. Material will be ordered in truck transport quantities at various times throughout the year. Truck transport delivery to place material in receiving agency's location under normal conditions must be made within 72 hours of the order.

Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive, not restrictive; it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered, except where prequalification or plant trial is stipulated. If bidding on other than reference specifications, the Bidder must show manufacturer, brand or trade name, lot number, etc., of article offered **on the exceptions portion of the Bid form**. If other than brand(s) specified is offered, illustrations, and complete descriptions should be included with the bid submission and shall be considered as part of the bid. If the Bidder takes no exception to specifications or reference data, the Bidder will be required to furnish brand names, numbers, etc., as specified and shown on the Bid Form.

The unit price bid shall include the cost for the supplier to pick up and properly dispose of the empty containers for any product that is delivered in totes or barrels.

For the products and services listed below, if other than the brand(s) specified, the Bidder must:

- 1) Provide material composition information,
- 2) Provide three (3) references that currently utilize the chemical in similar applications, and
- 3) Complete testing to the City's satisfaction which demonstrates that product is compatible with the City's water/wastewater system, that the product performs identical or better than the product specified and submit a signed statement from the Director of Public Works and/or Plant Manager which states that the product is an acceptable substitute.
 - a. Such testing must be completed before the bid closing date. All costs for testing will be paid by the Bidder and the Bidder will be fully responsible for any, and all plant upsets or equipment failure that may occur due to testing of the alternate material.

Concrete Sand to be placed on icy roads

Concrete Riprap Concrete Riprap, meeting the requirements of NCTCOG Section 803.3 Type A Field or Quarry Stone, FOB Ennis

Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class A

Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class C

Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class P2

Concrete Park Trail Section

The Contractor shall furnish the labor, materials, and equipment necessary to construct concrete park trail sections for allowance of multi-directional pedestrian traffic. All work shall be performed in accordance with the directions of the Director of Public Works.

Construction of the concrete park trail sections shall take place at locations selected by the Director of Public Works. The unit price bid per square yard of Concrete section shall include minor clearing and grubbing and minor excavation and embankment necessary to create a sixteen feet (16') wide corridor with a maximum cross slope of 2%. The concrete trail section shall be a ten-feet (10') wide concrete slab with 3-feet wide fine graded earthen shoulders on both sides of the concrete slab. Subgrade shall be compacted to 95% standard proctor density.

Minor clearing shall be limited to brush and trees less than 3" in trunk diameter measure 2' above grade. Minor excavation and embankment shall be limited to cuts less than 18" and embankment (using on site materials) less than 18" thick. Larger diameter tree removal and excavations or embankment exceeding 18" in thickness shall be furnished by the City.

The trail concrete paving shall have a thickness of 5" at minimum, unless otherwise noted. The reinforcement shall be no. 3 bars 14" O.C. maximum, both ways, and shall be vertically centered in the concrete paving. Concrete shall have a minimum compressive strength of 3,500 psi. Trail concrete to have medium broom finish, with tooled construction joints a 10' on-center unless otherwise directed.

Measurement and payment for the full 16' wide corridor preparation and concrete construction shall be by the square yard of 5" thick concrete pavement.

Concrete Pavement Slab Stabilization, Lifting and Soil Densification with Polyurethane Material

This item shall include furnishing all necessary materials, machinery, equipment, superintendence, and labor for the application of concrete slab lifting at various locations throughout Ennis, in accordance with these Specifications and the directions of the Director of Public Works.

At the time of bidding the Contractor shall submit a list of qualifications including client references, previously completed projects of similar nature, and equipment in order to be evaluated to potentially qualify to perform subsurface grouting for the City. The Director of Public Works will review qualifications of the contractor and provide the determination of the responsible bidder who submits lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality

Jacking Plan: The Contractor shall submit a .pdf copy of a slab jacking plan at least fourteen (14) days before mobilizing to the site. Do not begin construction activities until a plan submittal

is accepted. The submitted project plan shall include detailed project information for construction, in addition to sequence and schedule of work and traffic control operations, injection material detail, drill hole pattern and limits and proposed installation equipment and methods. The Director of Public Works may require progress meetings to discuss project progression, movement monitoring, profile measuring and other aspects of the work.

Description: The densification of base and sub-base soils, filling voids, undersealing, or raising of concrete pavement slabs by furnishing and injecting polyurethane material under the pavement and into the base and sub-base soils at locations shown on the plans and as directed.

Material: Furnish a closed cell, hydro-insensitive, high density polyurethane system, such as URETEK 486 STAR or equivalent, with:

- A minimum free rise density of 3.0 lbs./cubic ft. with a minimum compressive strength of 38.0 psi,
- A maximum free rise density of 3.2 lbs./cubic ft.,
- A water insoluble diluent, which permits the formation of polyurethanes in excess water and provides polyurethane foam with improved dimensional stability properties.
- This formula and these characteristics must be certified by the Manufacturer.

Equipment: Provide at a minimum, the following equipment:

- A. *Truck-Mounted Pumping Unit.* Provide a truck-mounted pumping unit capable of injecting the high-density polyurethane material beneath the pavement. The pumping unit will be capable of controlling the rate of flow of material as required to densify soils. The unit will be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location and will have a digital output in both pounds and gallons.
- B. *Pressure and Temperature Control Devices.* Provide pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
- C. *Drills.* Provide pneumatic or electric drills capable of efficiently drilling 5/8" to 3/4" diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
- D. *Laser Levels or Dial Indicator Devices.* Provide laser levels or dial indicator devices capable of monitoring movement of the pavement to verify soil densification.
- E. *Cone Penetrometer.* Provide a portable dynamic cone penetrometer for on-site soils investigation to assist in the location of weak sub-base soils and to determine the injection pattern through tubes to densify the weak soils.
- F. *Miscellaneous.* Provide all necessary light towers, electric generators, compressors, heaters, hoses, containers, valves, and gauges to efficiently conduct and control the work. 1-2 3229 04-11 2-2 3229 04-11

Construction:

- A. *Preparation.* Provide a pavement profile from laser level measurements of each area to be raised to determine the extent of the pavement that requires adjustment. Ensure that the finished concrete slabs will conform to the grades and cross-sections of the slabs as shown in the plans or as directed. Determine the exact locations of the injection holes at 3 to 6 feet intervals for each treated area. Obtain approval for the final proposed grades and injection hole locations before beginning work.

- B. *Drilling and Injection.* Inject polyurethane material through a series of 5/8" drilled holes until all known or encountered voids under the pavement are filled. The rate and amount of material injection will be determined by the Contractor. For soil densification and compaction of unconsolidated base soils, a series of 5/8" – 3/4" holes (as required for tube placement) will be drilled at approximately 3–4-foot spaced intervals through the pavement above the area requiring soil remediation. Inject the polyurethane material through injection tubes inserted into the drilled holes to the proper depth or depths as determined by the on-site testing. The exact location, spacing, hole size and depth will be selected by the Contractor and approved by the Engineer. The rate and amount of material injected will be determined by the Contractor to obtain proper densification of the base and sub-base soils. Pavement slabs and sleeper support slabs will have all drill holes fully sleeved by tubes into the sub-base soils to prevent any injection of material between the slabs. Seal injection holes with an approved material and method after injection is completed.
- C. *Grade Control.* Control the final elevations within 1/8 in. of the proposed profile elevations using continuous laser level or dial indicator micrometer readings monitored by the Contractor during injection to determine sufficient material usage and soils densification. Confirm that the pavement has been aligned properly to facilitate drainage.
- D. *Repairs.* Repair any pavement blowouts, excessive pavement lifting or pavement damage that may occur because of the Contractor's work as directed without any additional compensation.
- E. *Set-Time.* Formulate the high-density polyurethane to set and obtain 90% of its compressive strength within 15 minutes after injection. Attain manufacturer's recommended compressive strength unless otherwise shown on the plans.

Pre-profile Survey: A field survey is required before raising any pavement with more than 3/4-inch of differential settlement or any bridge approach slab. Use a string line or laser level to record and plot the slab profile at maximum 5-ft intervals along each wheel path. For sections with curb and gutter or paved shoulders 5-ft or wider, record and plot the curb or shoulder profile using a string line or laser level at maximum 5-ft intervals along each gutter line or shoulder centerline. Also, take digital pictures of existing cracks in slabs and mark their locations on slabs. Provide an electronic and/or hard copy of this survey and photographic information to the Director of Public Works before pumping grout or injecting foam.

Preliminary Traffic Control (as necessary): Traffic control including labor, materials and notifications to the residents affected by contractor's operations shall be supplied by the Contractor. A traffic control plan shall be submitted to the Public Works Department prior to the beginning of the project.

Post-profile Survey: A field survey is required after raising any concrete slab that required a pre-profile survey. Record the new slab profile along the same survey lines and with the same methods that were used for the pre-profile survey. For each survey line, plot the pre-profile and post-profile survey data together on the same graph to show the improvement. Slab jacking acceptance is based in part on profile elevations $\pm 1/4$ " of planned. Slabs with profile elevations more than 1/4" above planned may be considered damaged as determined by the Engineer. Take digital pictures of any new or enlarged cracks in slabs and mark their locations on slabs. Provide

an electronic and/or hard copy of this survey and photographic information to the Engineer with the quantity of grout or foam used for each slab jacking location.

Cleanup: Remove all wooden plugs, tubing, access ports and any other objects from drill holes. Remove excess grout or foam from holes and fill holes with Type 3 grout. Collect and dispose of any debris, waste and excess grout or foam before leaving the site and opening lanes to traffic.

Measurement and Payment: This Item will be measured by the pound of high-density polyurethane material injected and accepted. The work performed, and materials furnished in accordance with this Item will be paid for at the unit price bid and shall be full compensation for furnishing and injecting material, all labor, materials, tools, traffic control and incidentals.

Streets Utility Cut Repair

General: *This item will be awarded to the lowest bidder based on a lump sum basis, though the City reserves the right to award to the best value bidder based on the individual items contained within, or other discretion of the City.*

Traffic Control will be the sole responsibility of Contractor utilizing standard TxDOT TCP drawings. Only one lane may be closed at a time where possible. Where not possible, Contractor must place steel plates to be provided by City to allow traffic access after work hours.

Street Cuts have been sawcut already. The City will sawcut the area into 4'x4' sections (maximum) to be removed. Demolition of the existing pavement shall be subsidiary to the respective pavement item.

Excess Flexible Base material removed from current patches is to be hauled to the Public Works Yard at 3031 Oak Grove Road.

Mobilization once for the initial repairs and again for each time the Contractor returns after demobilizing for a new group of street utility cut repairs.

Concrete Pavement matching the existing pavement thickness of six (6) inches with No. 4 rebar on twelve (12)-inch on-center-each-way and tied at every overlap. The concrete shall have a 28-day strength of no less than 4,000 psi meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class P2. The subgrade shall consist of six (6) inches of flexible base material compacted to 95% standard proctor and is considered subsidiary to this item. Testing and proctor shall be provided by City. This item shall govern concrete driveway repairs as well.

Asphalt Pavement two (2) inches thick meeting the requirements of TxDOT Item 340, Type D, Sac-B, PG-64-22. The subgrade shall consist of eight (8) inches of flexible base material compacted to 95% standard proctor and is considered subsidiary to this item. Testing and proctor to be provided by City.

Composite Pavement consisting of the above item for **Concrete Pavement** overlaid with two (2) inches of asphalt meeting the requirements of TxDOT Item 340, Type D, Sac-B, PG-64-22. Subgrade is to match that of the item for **Concrete Pavement** listed above and is considered subsidiary to this item. Testing and proctor to be provided by City.

Traffic Control matching all standards of the Texas Manual of Uniform Traffic Control Devices. The contractor is to furnish TxDOT standard plans to the City and furnish all equipment and labor necessary to implement said plans at each repair site.

Concrete Sidewalk to be 4" thick to be paid by the square foot (SF).

Fencing

General: *This item will be awarded to the lowest bidder based on a lump sum basis, though the City reserves the right to award to the best value bidder based on the individual items contained within, or other discretion of the City.*

Six-foot Tall Chain-link Fence to be schedule 20 x 2 7/8-inch terminal posts set 42" deep in 12-inch diameter piers with 11-gauge x 2-inch mesh fabric with three (3) strands of four (4) point barbed wire to extend to eight (8) feet tall to be paid by the linear foot (LF). Non-terminal posts to be 2 3/8-inch diameter every 10' on center set 36" deep in 10" diameter piers. Piers are to be of 3,500 psi concrete. Top rail to be 1 5/8-inch with single strand of HD barbed wire along the bottom.

Cantilevered Sliding Gate to be powered by a subsidiary electronically controlled actuator to be paid for by each gate and actuator to be installed (EA).

Double 8-foot Swinging Gate (16' total) to be paid for by each gate to be installed (EA). Gate to be set between terminal poles with H bracing.

48-inch Personnel Gate with industrial grade hinges to otherwise match the specifications listed for **Six-foot Tall Chain-link Fence** above to be paid for by each gate to be installed (EA). Gate to be set between terminal poles.

72-inch Small Equipment Gate with industrial grade hinges to otherwise match the specifications listed for **Six-foot Tall Chain-link Fence** above to be paid for by each gate to be installed (EA). Gate to be set between terminal poles.

Crack Seal

General: *This item will be awarded to the lowest bidder based on a lump sum basis, though the City reserves the right to award the best value bidder based on the individual items contained within, or other discretion of the City.*

Mobilization will be paid for each time that the contractor has to mobilize equipment and personnel for a new slate of crack sealing.

Crack Sealant to be paid by the lb. with labor and equipment being provided by Bidder subsidiary to this item. Crack sealant used is to be Crackmaster Supreme Hot Pour Crack Sealant by SealMaster or approved equal.

Surface Preparation will be performed by the City where necessary.

Traffic Control will be performed by the City as necessary.

SECTION III – INSTRUCTIONS & GENERAL TERMS & CONDITIONS

1. SUBMISSION OF BIDS AND DEADLINE:

Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected. Sealed bids shall be appropriately signed by a person having the authority to bind the firm into a contract.

2. LATE BIDS: Late Bids shall not be accepted.

3. NAME OF BIDDER: The Bidder must give full name and address. Failure to manually sign the Bid will disqualify it. The individual signing the Bid shall provide title and authority to bind the bidding firm into a contract.

4. FUNDING: Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

5. ALTERING BIDS: Bids shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Bidder or his/her authorized agent. No bid may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

6. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and the Bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of the Contract, all prices shall be firm and valid for the duration of the Contract.

7. BID AWARD: The City will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the bidder who submits the lowest and best bid based on the specifications published herein, or to the bidder who provides goods or services at the best value for the municipality.

In awarding the bid, the following criteria will be used:

- a. The purchase price;
- b. The reputation of the Bidder and of the Bidder's goods or services;
- c. The quality and extent to which the goods or services meet the City's needs;
- d. The Bidder's past relationship with the City;
- e. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.

- f. The criteria listed under the other sections of the Terms and Conditions of this Bid packet as well as the Specifications.

In selecting the bidder to whom the Contract will be awarded, the City also reserves the right to consider the location of the Bidder's principal place of business, as provided by Section 271.905 or Section 271.9051 (as applicable) of the Texas Local Government Code. The City may negotiate additional work, as deemed appropriate and consistent with State Law and with the intent and terms of the resulting contract.

The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid. The City also reserves the right to award this Bid to alternate bidders should the primary vendor become unable or unwilling to complete the contract term. All terms and conditions of the original bid will remain in effect.

8. **CONTRACT:** This Bid, when properly accepted by the City, along with the City's standard terms and conditions shall constitute a binding contract between the successful Bidder and the City. The City may delay acceptance of bids for thirty (30) days from the date of opening. No additional terms will apply or become a part of this Contract except for Change Orders that are approved by the City.
9. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders must be approved in writing by the City.
10. **PRICES:** Bid prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Bid. Unit price should reflect all charges, including transportation or freight costs. Bidder shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered. Successful bidders shall be required to provide a W-9 Taxpayer Identification Number and Certification.
11. **REDUCED PRICES:** If during the term of the Contract, the successful Bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, the successful Bidder understands and agrees that the price reduction shall be extended to the City. The City shall not be required to request the price reduction.
12. **DELIVERY:** All delivery charges are to be included in the Bid Price.
13. **CONFLICT OF INTEREST:** Refer to Attachment A.
14. **ETHICS:** The Bidder shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

15. EXCEPTIONS/SUBSTITUTIONS: Exceptions and substitutions to the specifications shall not be considered.

16. ADDENDA: The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications via the City website at <https://www.ennistx.gov/PublicNotices>. Check website for updates prior to submitting bids.

17. LAWS: Bids must comply with all federal, state, and local laws concerning types of products specified.

18. MATERIALS: The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

19. MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration

20. DOCUMENTATION. Bidder shall provide with this bid response, all documentation required by this Specification. Failure to provide information specifically requested may result in rejection of the bid. If items being bid are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

21. INDEMNIFICATION: The Contractor agrees to defend and shall indemnify and hold harmless the City, as well as, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes or action, suits, and liability of every kind, including all, but not limited to, any and all claims, actions, or lawsuits for property damage, personal injury, including death, involving patent right infringement or copyrights on goods supplied, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the negligent acts and/or omissions of successful Bidder under this Contract.

22. TERM OF CONTRACT: This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by

either party with thirty (30) days written notice to the other party. However, the successful Bidder must state the reasons for such termination.

23. DEFAULT: The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event the successful Bidder defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Bidder fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

24. NOTICE: Any notice required by this Contract (or required by law at the address so provided) to be given to any party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the party at the address so provided.

25. PURCHASE ORDER: A purchase order shall be generated by the City to the successful Bidder. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

26. EACH INVOICE shall be numbered and shall show

- a. name and address of the successful Bidder,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

27. PAYMENT will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

28. ITEMS, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date, at no expense to the City. If the item(s) is not

picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

29. SERVICES AND SUPPLIES: Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be promptly corrected at no expense to the City.

30. SUPPORTING INFORMATION: The successful Bidder shall warrant that all items/services shall conform to the Specifications.

When requested by the City, bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting information specifically requested may be cause for rejection of the Bid.

- a) **Warranty** – Include warranty information with the Bid. Warranties may be a consideration of Bid Award. Only standard pre-published warranties will be considered.
- b) **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

31. APPLICABLE LAW AND VENUE: This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

32. EQUAL EMPLOYMENT OPPORTUNITY: The successful Bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Bidder shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

33. ASSIGNMENT: The successful Bidder shall not sell, assign, transfer, or convey this Contract, in whole or in part.

34. SILENCE OF SPECIFICATION: The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

35. BID BOND: Required when stated in Advertisement.

36. PERFORMANCE BOND: Required when stated in Advertisement.

37. INSURANCE: The City requires vendor(s) to carry the minimum insurance coverage set forth in Attachment B.

38. PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

39. NONRESIDENT BIDDERS: Texas State Law requires that the City give preference to Texas Resident Bidders at an amount that a Texas Resident Bidder would be required to underbid a Nonresident Bidder in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Bidder. Certification is included in the Bid Affidavit to follow.

40. SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City.

41. INDEPENDENT CONTRACTOR: The successful Bidder is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

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

43. STANDARD VERIFICATIONS: The successful Bidder shall comply with the standard verification required by state law, if applicable, in Attachment C.

**CITY OF ENNIS, TEXAS
SUPPLEMENTAL MISCELLANEOUS STREET DEPARTMENT
MATERIALS
24-316-05**

BID FORM

Purchase Price should include all costs, including delivery or freight charges. The City does not pay State Sales Tax. The Bidder is not required to bid on all items. The Bidder should only bid on items/quantities available from the Bidder.

Description	Quantity	Units	Unit Price	Total Price
Concrete Sand (Ton)	100	Tons	\$ _____	\$ _____
Concrete Riprap, meeting the requirements of NCTCOG Section 803.3 Type A Field or Quarry Stone	480	Tons		
Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class A	400	CY	\$ _____	\$ _____
Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class C	400	CY	\$ _____	\$ _____
Concrete meeting the requirements of NCTCOG Section 303-14, Table 303.3.4.2.(a), Class P2	400	CY	\$ _____	\$ _____
Concrete Park Trail Section, 16' wide corridor, 10' wide x 5" thick reinforced concrete trail sidewalk	5,500	SY	\$ _____	\$ _____
Concrete Pavement Slab Stabilization, Lifting and Soil Densification with Polyurethane Material	20,000	LBS	\$ _____	\$ _____
Concrete Pavement Slab Stabilization, Lifting and Soil Densification with Polyurethane Material - Mobilization (per purchase order)	3	EA	\$ _____	\$ _____
Streets Utility Cut Repair (Bid ONLY as a Group)				
Mobilization	6	EA	\$ _____	\$ _____
Concrete Pavement	3,100	SF	\$ _____	\$ _____
Asphalt Pavement	3,750	SF	\$ _____	\$ _____
Composite Pavement	1,550	SF	\$ _____	\$ _____
Traffic Control	60	EA	\$ _____	\$ _____
Concrete Sidewalk	3,000	SF	\$ _____	\$ _____
Streets Utility Cut Repair Total (Sum above Items)				\$ _____
Fencing (Bid ONLY as a Group)				
Six-foot Tall Chain-link Fence	2,500	LF	\$ _____	\$ _____
Cantilevered Sliding Gate	5	EA	\$ _____	\$ _____
Double 8-foot Swinging Gate	5	EA	\$ _____	\$ _____
48-inch Personnel Gate	5	EA	\$ _____	\$ _____
72-inch Personnel Gate	5	EA	\$ _____	\$ _____
Fencing Total (Sum above Items)				\$ _____
Crack Seal (Bid ONLY as a Group)				
Mobilization	12	EA	\$ _____	\$ _____
Crack Sealant	27,000	LB	\$ _____	\$ _____
Crack Seal Total (Sum above Items)				\$ _____

Exceptions: With the exception of Mueller fire hydrants, any catalog, brand name or manufacturer's reference used in bid invitation is descriptive, not restrictive; it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered, except where prequalification or plant trial is stipulated. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered on the exceptions portion of the Bid form. If other than brand(s) specified is offered, illustrations, and complete descriptions should be included with the bid submission and shall be considered as part of the bid. If the Bidder takes no exception to specifications or reference data, the Bidder will be required to furnish brand names, numbers, etc., as specified and shown on the Bid Form.

NOTE EXCEPTIONS HERE (Include item description):

BID SIGNATURE FORM (REQUIRED):

By the signature hereupon affixed, the Bidder hereby certifies that they shall voluntarily abide by the above specifications and dictates as well as the Infrastructure Design Standards and Standard Details of the City of Ennis

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

ANTITRUST AFFIDAVIT (REQUIRED):

"By the signature hereon affixed, the Bidder hereby certifies that neither the Bidder, not the Firm, Corporation, Partnership, nor Institution represented by the Bidder, or anyone acting for such firm, corporation, or institution has violated the Antitrust Laws of this State, codified in Section 15.01 et. Seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly the bid made to any competitor or any other persons engaged in such line of business."

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

LIST OF EQUIPMENT

For bids on services, list the equipment currently owned and used to provide the services described in this specification. Please include photos of major equipment.

REFERENCES

List the clients for which you already provide products/services similar in scope to the products/services specified in this specification.

Each Bidder shall provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product/service.

Name_____

Address_____

Phone_____ Contact_____

Products/Services Provided_____

Name_____

Address_____

Phone_____ Contact_____

Products/Services Provided_____

Name_____

Address_____

Phone_____ Contact_____

Products/Services Provided_____

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS

On May 23rd, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1st, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City requires completion of the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the Legislature and encourages vendors submitting bids to become familiar with House Bill 914.

Any questions regarding these requirements, the Texas Ethics Commission may be contacted at 512-463-5800 or at <http://www.ethics.state.tx.us/>.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY