

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
APRIL 11, 2022
CITY HALL, 3200 DIANA DRIVE**

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

CITY COUNCIL WORK SESSION – 6:30 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**
2. [Richland Hills Branding Project Update](#)
3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. [Animal Control Appreciation Week Proclamation](#)
- B. [Telecommunicator Appreciation Week Proclamation](#)
- C. Citizen Appearances/Public Comments

Citizen comments emailed to Lindsay Wells (lwells@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual

information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Approve minutes from the March 28, 2022 City Council Regular Meeting
- B. Authorize City Manager to proceed with an investment grade water meter audit with Performance Services Inc.

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1447-22 Specific Use Permit for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118 **PUBLIC HEARING**
- B. Consider a Replat for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118 **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 552-22 an Advanced Funding Agreement with TxDOT for the 2022 Baker Boulevard Green Ribbon Project

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. Consider termination of Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ask Park Drive, Richland Hills, Texas 76118
- B. Consider award of bid for drainage, water and sanitary sewer repair unit price contract to EXCEL 4 Construction, LLC

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

A. None

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that *“a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.”* The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 7th day of April 2022 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Wells

Lindsay Wells
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: April 11, 2022

Subject: Branding Project Update

Agenda Item:

Richland Hills Branding Project Update

Background Information:

CivicBrand completed the interview/data gathering process of the Branding Project in February. Based on the feedback received, CivicBrand developed a Brand Strategy that includes a brand story and brand principles. The Brand Strategy was presented to the Branding Committee on March 23rd and received positive feedback.

Brisa Byford with CivicBrand will be in attendance to present the Brand Strategy to City Council and discuss next steps.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Action Requested

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Wells, City Secretary

Date: April 11, 2022

Subject: Presentation of Animal Control Appreciation Week Proclamation

Agenda Item:

Presentation of Animal Control Appreciation Week Proclamation

Background Information:

In recognition of “Animal Control Appreciation Week”, Mayor Lopez will present a Proclamation to Animal Control Officer Kay Fisk.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Animal Control Appreciation Week Proclamation

Council Action Requested:

Presentation of Animal Control Appreciation Week Proclamation

Proclamation



WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as National Animal Control Officer Appreciation Week; and

WHEREAS, Animal Control Officers are dedicated to helping pets and people in the community every day; and

WHEREAS, every day, Animal Control Officers put themselves in potentially dangerous situations by protecting people from dangerous animals and seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease, and starvation; and

WHEREAS, Animal Control Officers provide the essential functions of enforcing State Laws pertaining to animal care along with City Animal Regulations, and protecting the public from diseases such as rabies, and educating the public on the proper care of our community's pets; and

WHEREAS, Richland Hills recognizes the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the residents of our community.

NOW, THEREFORE, BE IT RESOLVED, that I, Edward Lopez, Mayor of the City of Richland Hills, Texas do hereby proclaim April 10-16, 2022 as:

NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK

in Richland Hills, Texas and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our animal control Officers.

A handwritten signature in cursive script, appearing to read "Edward Lopez".

Mayor Edward Lopez

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Wells, City Secretary

Date: April 11, 2022

Subject: Presentation of Telecommunicator Appreciation Week Proclamation

Agenda Item:

Presentation of Telecommunicator Appreciation Week Proclamation

Background Information:

In recognition of “Telecommunicator Appreciation Week”, Mayor Lopez will present a Proclamation to Dispatchers Diane Skaggs and Lisa Cloud.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Telecommunicator Appreciation Week Proclamation

Council Action Requested:

Presentation of Telecommunicator Appreciation Week Proclamation

Proclamation



WHEREAS, in an emergency, most Americans depend on 9-1-1 and each day, more than half a million public safety communicators answer desperate calls for help, responding with services that save the lives and property of American citizens in need of assistance; and

WHEREAS, Congress and the President of the United States have established the second week of April as National Telecommunicators Week; and

WHEREAS, when an emergency occurs, these dedicated men and women are more than anonymous voices on the telephone line, they are local police, fire, and medical professionals who use public safety telecommunications to quickly respond to emergency calls; and

WHEREAS, the work of these “unseen first responders” is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation; and

WHEREAS, Richland Hills wishes to show its appreciation and recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of public safety telecommunicators.

NOW, THEREFORE, BE IT RESOLVED, that I, Edward Lopez, Mayor of the City of Richland Hills, Texas do hereby proclaim April 10-16, 2022 as:

NATIONAL TELECOMMUNICATORS APPRECIATION WEEK

in Richland Hills, Texas and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Telecommunicators.

A handwritten signature in black ink, appearing to read "Edward Lopez".

Mayor Edward Lopez

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Wells, City Secretary

Date: April 11, 2022

Subject: Minutes from the March 28, 2022 Regular City Council Meeting

Agenda Item:

Approval of minutes from the March 28, 2022 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

March 28, 2022 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the March 28, 2022 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
MARCH 28, 2022
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
Douglas Knowlton, Place 1
Stacey L. Morse, Place 2
Curtis A. Bergthold, Mayor Pro Tem
Javier Alvarez, Place 4
G.W. Estep, Place 5

Council absent

None

Staff present

Candice Edmondson, City Manager
Lindsay Wells, City Secretary
James Donovan, City Attorney

CITY COUNCIL WORK SESSION – 6:30 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

None.

2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**

6A. *Accepted Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2021*

Finance Director Patricia Albrecht introduced Daniel Hungerford, representing the accounting firm, George, Morgan & Sneed, P.C., who advised that the auditors issued an unmodified, or clean, opinion, and the auditor was able to perform the required work on the statements provided by management, and has no reservations with respect to these financial statements.

Discussion ensued regarding excess reserves and unassigned funds.

7B. February Department Reports

Assistant to the City Manager Logan Thatcher provided a brief overview of Community Development and advised of updated reports and information for Council consideration.

Director of Parks and Recreation Jason Brown presented the Parks Department update and discussed the upcoming Easter Event that will be held on Saturday, April 9, 2022, at Rosebud Park at 10:00 a.m. Additionally, he advised of grant funding for the park system.

Police Captain Scott Russell presented the Animal Services update for March 2022.

Mayor Lopez adjourned the work session at 6:53 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:00 p.m.**INVOCATION AND PLEDGES OF ALLEGIANCE – Council Member Knowlton****PRESENTATIONS****1A. Child Abuse Prevention Month Proclamation**

Mayor Lopez read a proclamation declaring April 2022, as “Child Abuse Prevention Month” in Richland Hills and presented the proclamation to Pera Claros with Alliance for Children.

1B. World Read Aloud Day Proclamation

Mayor Lopez read a proclamation declaring April 3-9, 2022, as “National Library Week” in Richland Hills and encouraged everyone to “connect with your library.”

1C. Life Saving Awards

Mayor Lopez and Police Chief Kimberly Sylvester presented Life Saving Awards to Sergeant Christian Guytan and Officer Anthony Pratt.

1D. Citizen Appearances/Public Comments

Citizen comments emailed to Lindsay Wells (lwells@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

Athena Campbell, 2802 Elm Park, Richland Hills, expressed her appreciation for the Finance Department staff for doing a wonderful job on the audit and receiving a positive

audit report. Additionally, she referenced the two Planned Developments on the agenda (Agenda Items 3A and 3B) and stated that she was on the City Council when the Comprehensive Plan was adopted in 2014 and asked the City Council to consider what the best future use of the properties.

CONSENT AGENDA

2A. Approve minutes from the February 28, 2022 City Council Regular Meeting.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Approved Ordinance 1445-22 a Planned Development for the property described as Lot A2, Block 2, Midway Industrial Pk Addition, Richland Hills, Texas otherwise known as 7313 Airport Freeway, Richland Hills, Texas 76118. PUBLIC HEARING

Assistant to the City Manager Logan Thatcher presented the item to the City Council and advised that applicant Allen Hodges is seeking a Planned Development for the 97,000 square foot lot located at 7313 Airport Freeway, which is currently zoned retail. Zoning was changed in 2014 to Retail from Industrial. The applicant is seeking to make the property more marketable, and the area are more suited to Heavy Commercial. The applicant would like to rezone the property through a Planned Development to retain the Retail use and add Heavy Commercial use pending site plan approval. Because there is not a current building on this lot, this Planned Development would require the interested buyer to present a concept for approval. The Planning and Zoning Commission considered the Planned Development and held a public hearing at their March 22, 2022 meeting and voted 5-0 to recommend approval of the Planned Development.

The applicant was present to address any questions.

Allen Hodges, 306 West 7th Street, Suite 100, Fort Worth, advised that buyers and developers have shown interest in the property and the location but have been hesitant to invest due to the zoning. He expressed confidence in the marketability with a change in zoning to Heavy Commercial and retaining a Retail use.

Mayor Lopez opened the public hearing at 7:29 p.m. and asked to hear from any proponents followed by opponents of the case.

Travis Malone, 2641 Mimosa Park, Richland Hills, expressed his support for the zoning change and stated that he felt it was a good use of the property.

Mayor Lopez closed the public hearing at 7:31 p.m.

Motion: Motion was made by Councilmember Estep and seconded by Mayor Pro Tem Bergthold to approve Ordinance 1445-22 a Planned Development for the property described as Lot A2, Block 2, Midway Industrial Pk Addition, Richland Hills, Texas otherwise known as 7313 Airport Freeway, Richland Hills, Texas 76118.

Motion carried by a vote of 5-0.

3B. Approved Ordinance 1446-22 Planned Development for the property described as Lot 3, Block 2, Midway Industrial Pk Addition, Richland Hills, Texas otherwise known as 7370 Dogwood Park, Richland Hills, Texas 76118. PUBLIC HEARING

Assistant to the City Manager Logan Thatcher presented the item to the City Council and advised that applicant Anything Liquid Manufacturing, Inc., is seeking a Planned Development for the property located at 7370 Dogwood Park, which is currently zoned retail. There is a 18,000 square foot building that has been occupied by Nationwide Press since 2008. Zoning was changed in 2014 to Retail from Industrial. Because Nationwide Press had been operating before the zoning change in 2014, they were considered legal non-conforming. However, with a change in occupancy and change in use for the business, the property would need to be brought back to current code.

Anything Liquid Manufacturing, Inc., is interested in this property and is seeking to relocate their business from California to Richland Hills and has requested to rezone the property through a Planned Development to retain the Retail use and add Heavy Commercial. The Planning and Zoning Commission considered the Planned Development and held a public hearing at their March 22, 2022 meeting and voted 5-0 to recommend approval of the Planned Development.

Anything Liquid Manufacturing, Inc. Accountant Tikashi Yamashita introduced Founder and President Brian Rubach. Mr. Yamashita provided a brief presentation of the company's business plan and future projections.

Discussion ensued regarding product flavors, how production waste is disposed of, potential retail sales, and tax revenue.

Mayor Lopez opened the public hearing at 8:06 p.m. and asked to hear from any proponents followed by opponents of the case.

Travis Malone, 2641 Mimosa Park, Richland Hills, expressed his support for the Planned Development and the company stating that the company's employees will make an impact to the local economy.

Bill Garretson, 3616 Landy Lane, Richland Hills, expressed his support for the item and advised that he appreciated civic minded businesses.

Mayor Lopez closed the public hearing at 8:08 p.m.

Motion: Motion was made by Mayor Pro Tem Bergthold and seconded by Councilmember Morse to approve to approve Ordinance 1446-22 Planned Development for the property described as Lot 3, Block 2, Midway Industrial Pk Addition, Richland Hills, Texas otherwise known as 7370 Dogwood Park, Richland Hills, Texas 76118.

Motion carried by a vote of 5-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Denied Ordinance No. 1430-21A, an extension of Specific Use Permit 2021-0147 (Ordinance 1430-21) for a Cabinet/Upholstery Shop for the property described as Tract 1B Abstract 138 Hamilton Bennett Survey, City of Richland Hills, Tarrant County, Texas otherwise known as 3204 Handley Ederville Road, Richland Hills, Texas 76118.

Assistant to the City Manager Logan Thatcher presented the item to the City Council and advised that applicant Gilbert Quintanilla, Jr., is seeking an extension of Specific Use Permit 2021-0147 approved by Ordinance No. 1430-21 in April 2021 for a Cabinet Shop. A list of code compliance requirements outlining property improvements that would need to be made prior to receiving a certificate of occupancy were included as an attachment to the original ordinance. Since April 2021, the applicant has not pulled permits or attempted to make the required improvements and the Specific Use Permit has expired in accordance with the City's Code of Ordinances.

The applicant was present to address any questions.

Gilbert Quintanilla, Jr., 3204 Handley Ederville Road, Richland Hills, acknowledged that he has not begun the required improvements to the property but requested another chance to complete the property improvements. He stated that he signed a lease on a different, larger workspace in another city and plans to move back to the Richland Hills location in two years.

Council questioned Mr. Quintanilla regarding the current condition of the property and vehicles stored onsite, future plans to move his cabinet business back to the City, and if any work has been done or inspected.

Mr. Quintanilla advised that he is storing vehicles on the property but is building a shop elsewhere for vehicle storage, he has an agreement with the property owner for lease with an option to buy the property but has no current plans to utilize the space as his main workshop, and none of the work done on the property has been inspected by the City.

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Knowlton denying Ordinance No. 1430-21A, an extension of Specific Use Permit 2021-0147 (Ordinance 1430-21) for a Cabinet/Upholstery Shop for the property described as Tract 1B Abstract 138 Hamilton Bennett Survey, City of Richland Hills, Tarrant County, Texas

otherwise known as 3204 Handley Ederville Road, Richland Hills, Texas 76118.

Motion carried by a vote of 5-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- 5A. Consider termination of Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ask Park Drive, Richland Hills, Texas 76118 (Developer has requested to table item until April 11, 2022)**

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Bergthold to table item to the April 11, 2022 City Council meeting.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

- 6A. Accepted Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2021**

Item was discussed during the work session.

Finance Director Patricia Albrecht reiterated that the accounting firm, George, Morgan & Sneed, P.C., issued an unmodified, or clean, opinion, and the auditor was able to perform the required work on the statements provided by management, and has no reservations with respect to these financial statements.

She discussed several highlights of the report including a single audit that was required due to a grant of more than \$750,000 for the hike and bike trail and excess reserves.

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Bergthold to accept the Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2021.

Motion carried by a vote of 5-0.

REPORTS & DISCUSSIONS

- 7A. Street Improvement Projects Update**

Director of Neighborhood Services Scott Mitchell provided a brief update on several road projects including a bid award for future Council consideration on Magnolia Park Drive between Mimosa Park Drive and Scruggs Park Drive, and Chafin Drive milling and repaving work will begin soon following work completed by Atmos. Additionally, he advised that Richland Elementary School is being used temporarily by students from Hardeman Elementary School in Watauga following tornado damage to Hardeman.

Birdville Independent School District has been pleased with the quick and professional response by the Police Department and Public Works Department.

Discussion ensued regarding street repairs made by City staff and contractors.

7B. February Department Reports

Item was discussed during the work session.

COMMUNITY INTEREST ITEMS

8. Councilmember Morse advised of several upcoming events:

- Saturday, April 9, 2022, Easter Celebration, Rosebud Park, 10:00 a.m. to noon;
- Tuesday, April 12, 2022, Richland Hills Literary Club, Richland Hills Public Library, 6:30 p.m.;
- Thursday, April 14, 2022,
 - o Senior Lunch Bunch, The Link, 12:00 to 1:00 p.m.;
 - o Tarrant County Food Pantry, The Link Parking Lot, 5:30 to 7:00 p.m.;
- 1st and 3rd Thursday of the month, Storytime at the library, 6:30 p.m.; and
- 2nd and 4th Thursday of the month, Library Lab, 6:30 p.m.

Mayor Lopez advised that a Candidate Forum for the upcoming General Election will be held and asked City Secretary Lindsay Wells to provide additional details.

Ms. Wells advised that the League of Women Voters of Tarrant County will moderate a Candidate Forum on Monday, April 18, 2022 at 6:30 p.m. at The Link. Questions will be submitted prior to the event and the public is welcome to attend to hear the candidates running for Mayor, Council, Place 2, and Council, Place 4.

EXECUTIVE SESSION

9. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

10. A motion was made by Councilmember Estep and seconded by Councilmember Morse to adjourn.

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 8:59 p.m.

ATTEST:

Lindsay Wells, City Secretary

APPROVED:

Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: April 11, 2022

Subject: Investment Grade Water Meter Audit

Agenda Item:

Authorize City Manager to proceed with an investment grade water meter audit with Performance Services Inc.

Background Information:

Performance Services Inc. (PSI) completed a preliminary audit of the City's water system and results were presented to City Council on February 14th. The preliminary audit identified potential areas of improvement that could result in reduced operational costs and increased revenue due to improved water meter performance.

After thorough discussion during the February 14th regular meeting and April 1st budget workshop, City Council agreed to moving forward with the next phase of the process, which includes an investment grade audit performed by a PSI engineer and project manager. The investment grade audit does not commit the City to using PSI's services for water meter replacement. The City will enter into an Installation Contract with PSI should Council choose to move forward with PSI's proposed water meter replacement program.

Financial Considerations:

PSI completed a preliminary audit at no cost to the City. The investment grade audit costs \$29,564 for PSI's testing, engineering and design services. If the City chooses to enter into a contract with PSI to implement the water meter replacement program, the cost of the audit will be included in the overall project cost. However, if the City chooses not to proceed with PSI, the City will owe \$29,564 for their services. PSI has agreed to waive the cost of the investment grade audit if they cannot deliver a final scope and savings that provides an ROI equal to or better than what was presented to City Council in the preliminary audit.

Legal Review:

N/A

Board/Citizen Input:

City Council discussed a water meter replacement program with PSI during regular meetings on January 24th and February 14th and during the budget workshop on April 1st.

Attachments:

Letter of Intent to Performances Services Inc.

Council Action Requested:

Motion to authorize City Manager to proceed with an investment grade water meter audit with Performance Services Inc.



CITY OF RICHLAND HILLS, TEXAS

3200 DIANA DRIVE • RICHLAND HILLS, TEXAS 76118 • (817) 616-3880

April 11, 2022

Mr. Ira Nicodemus
Performance Services Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Subject: Letter of Intent/Investment Grade Audit

Dear Ira,

We are encouraged by the preliminary indications regarding opportunities for improving our existing water distribution system. The City of Richland Hills recognizes this Advanced Metering Infrastructure (AMI) program will result in more efficient water meters, increased water revenue and lower operational costs, which will provide our City with a more effective use of our resources. The City of Richland Hills also understands that this performance must be guaranteed per Texas Local Government Code §302.

Based on our understanding of the time investment required to completely evaluate this opportunity, we are providing this letter to indicate our intent to award Performance Services Inc. (PSI) a contract upon the completion of their Investment Grade Audit (IGA) confirming their preliminary findings as previously shown.

The IGA will assess, but is not limited to:

- Existing meter accuracy
- Guaranteed cost and savings from new meters and AMI system with utility billing integration

The objective of the IGA is to:

- Identify areas to improve operational procedures and capabilities within the City
- Eliminate and/or reduce future capital expenditures
- Identify opportunities to upgrade existing equipment
- Provide a financial guarantee for the City of Richland Hills in compliance with Texas Local Government Code §302

During the Investment Grade Audit, PSI may identify additional efficiency or capital improvement opportunities that may or may not be included in the final scope of work, upon being agreed to



CITY OF RICHLAND HILLS, TEXAS

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by all parties. Following completion of the IGA and submission of a Project Proposal from PSI which meets the Project Objectives, the City of Richland Hills agrees to enter into an Installation Contract via The Interlocal Purchasing System (TIPS), Contract #170103, for PSI to provide City of Richland Hills with a complete turnkey implementation solution including equipment installation, construction management, a performance guarantee, and measurement & verification services.

If PSI cannot deliver a final scope and savings that provides an ROI equal to or better than what was shown in the Council Briefing from February 14, 2022 the City will be under no obligation to move forward or pay for any development costs associated with the IGA.

If PSI does provide a final analysis that meets or exceeds the ROI and the City of Richland Hills decides not to proceed with the water meter replacement program, the City agrees to pay \$29,564 to Performance Services Inc., which is their anticipated cost for 3rd party meter testing, engineering, design and other costs associated with developing the IGA.

Sincerely,

Candice Edmondson, City Manager
City of Richland Hills

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: April 11, 2022

Subject: 6500 Baker Boulevard SUP Request

Agenda Item:

Consider Ordinance No. 1447-22 Specific Use Permit for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 6500 Baker Boulevard is a 33,000 square foot lot owned by the applicant. The lot is currently zoned Mixed Use.

The applicant for this case is Tommy Cunningham. The applicant is seeking a Specific Use Permit (SUP) for construction of four (4) single family homes. Single family homes are only permitted in Mixed Use with a Specific Use Permit. Approval of the SUP will also require a replat which is the following item on the agenda. The parcel adjacent to Baker Boulevard, as shown on the concept exhibit, would be a commercial use building with the other four (4) parcels being single family detached homes.

A drainage study will be required by FEMA due to the parcels being in the floodway.

The Planning and Zoning Commission recommended adding 200 square feet to the two lots on the south. They also recommended a Ranch Style look opposed to the modern style that was presented. The applicant has included both recommendations in the plan being considered by City Council.

City staff will review site and construction plans prior to issuing any building permits.

Financial Considerations:

Approval of the Specific Use Permit will not require additional funding from the City.

Legal Review:

The City Attorney has reviewed the draft ordinance

Board/Citizen Input:

Planning and Zoning Commission considered the Planned Development at their March 22, 2022 meeting and recommended approval 5-0.

City Council consideration April 11, 2022

Attachments:

Ordinance No. 1447-22
Specific Use Permit Application
Location Map & Property Photo
Concept Exhibit
Renderings

Council Action Requested:

Motion to approve Ordinance No. 1447-22 Specific Use Permit for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118

ORDINANCE NO. 1447-22

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING SINGLE-FAMILY RESIDENCES ON CERTAIN PROPERTY LOCATED AT 6500 BAKER BOULEVARD, RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, codified as Chapter 90 of the City Code, and a comprehensive zoning map, regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a Specific Use Permit for Single-Family Residences in the "MX Mixed Use" (MX) Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on March 22, 2022, and by the City Council of the City on April 11, 2022 with respect to the use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

**SECTION 1.
SPECIAL USE PERMIT GRANTED**

Chapter 90 of the City Code, as amended, is hereby amended so that a specific use permit is granted as shown and described below:

Applicant: Tommy Cunningham

Property Address: 6500 Baker Boulevard, Richland Hills, Texas 76118

Legal Description: Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Tarrant County, Texas.

Zoning Change: The property shall remain located in the "MX Mixed Use" (MX) Zoning District, and Single-Family Residence Specific Use Permit permitting a Single-Family Residence is hereby granted subject to the terms and conditions provided herein.

**SECTION 2.
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING**

The zoning districts, boundaries, and uses as herein established herein have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 3.
ZONING ORDINANCE AND SPECIAL TERMS AND CONDITIONS APPLICABLE**

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City, for the zoning district into which they have been assigned. In addition, use of the property described above shall be subject to all restrictions, terms and conditions contained in the Site Plan, attached hereto as **Exhibit A**, and Conceptual Design Plan, attached hereto as **Exhibit B**, which shall be amended as follows:

- 1) Single-family residences on lots 3 and 4 shall be a minimum of 1,600 square feet;
- 2) Single-family residences on lots 5 and 6 shall be a minimum of 1,800 square feet; and
- 3) Single-family residences built on lots 3, 4, 5, and 6 shall be of ranch or traditional style architecture.

SECTION 4. ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other Ordinances of the City of Richland Hills affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may be subjected to such civil penalties as authorized by law.

SECTION 6. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 7. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 8.
PUBLICATION CLAUSE**

The City Secretary of the City of Richland Hills is hereby directed to publish in the official newspaper of the City the caption, penalty clause, publication clause, and effective date clause of this Ordinance as required by law.

**SECTION 9.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on April 11, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

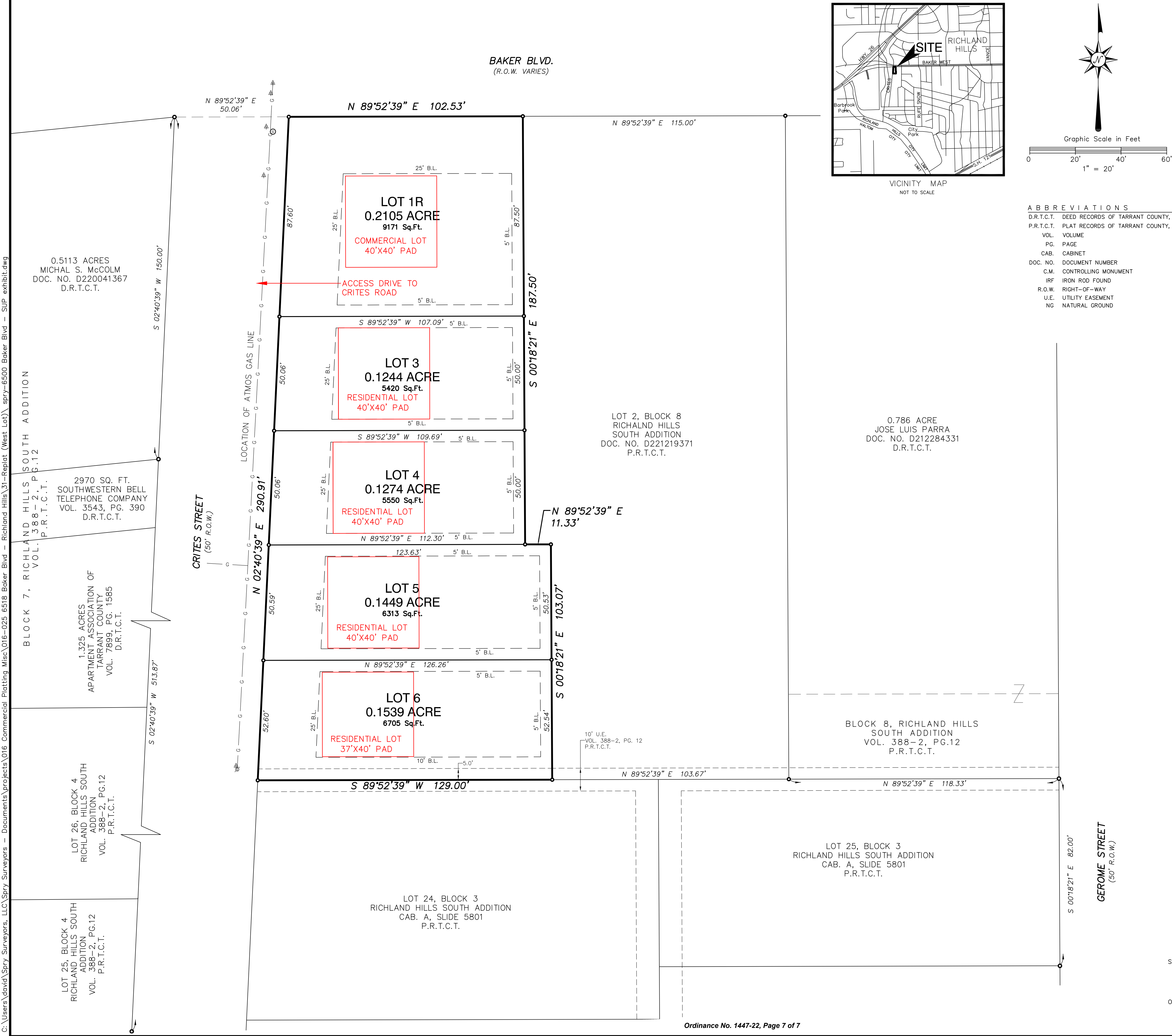
THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY



NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. According to the Flood Insurance Rate Map No. 48439C0205L, published by the Federal Emergency Management Agency, dated: March 21, 2019, a portion of the surveyed property shown hereon lies within the special flood hazard area designated as Zone "AE" and within the area designated as Zone "A". Zone "A" is defined as areas of 100-year flooding with no base flood elevations determined. Further, local permitting agencies may require actual topographic support data for final determination of flood limits, regarding construction permits.
4. On the issue date of this survey the surveyed property shown hereon is zoned MX (Mixed Use) according to the City of Richland Hills zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.

A B B R E V I A T I O N S	
D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
VOL.	VOLUME
P.G.	PAGE
CAB.	CABINET
DOC. NO.	DOCUMENT NUMBER
C.R.M.	CONTROLLING MONUMENT
IRON	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
NG	NATURAL GROUND

SPECIAL USE PERMIT EXHIBIT OF
LOTS 1R, 3-6 , BLOCK 8
**RICHLAND HILLS
SOUTH ADDITION**

AN ADDITION TO THE CITY OF RICHLAND HILLS, WHICH
IS A REPLAT OF LOT 2, BLOCK 8,
RICHLAND HILLS SOUTH ADDITION
0.7612 OF AN ACRE
IN THE G. AMBERS SURVEY, A - 310
CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS

DATE: APRIL 2022







City of Richland Hills Zoning Application

Application Type

- ☒ Specific Use Permit
☐ Planned Development
☐ Zoning Text Amendment
☐ Zoning Map Amendment

Applicant Information

Applicant's Name: TOMMY CUNNINGHAM
Business Name: _____
Phone: 817-966-7608 Email: TOMMYC55@ICLOUD.COM

Property Information

Property Address 6500 BAKER BLVD Square Feet _____
Building Owner TOMMY CUNNINGHAM Deed Date _____
Company _____ Phone 817-966-7608
Owner Address 6809 BAKER BLVD
Owner's Phone # 817-966-7608 Owner's Email TOMMYC55@ICLOUD.COM
Previous Occupant VACANT
Current Zoning MX

Zoning Request

Please describe the nature of your request

To allow FOR 4 Single Family Homes

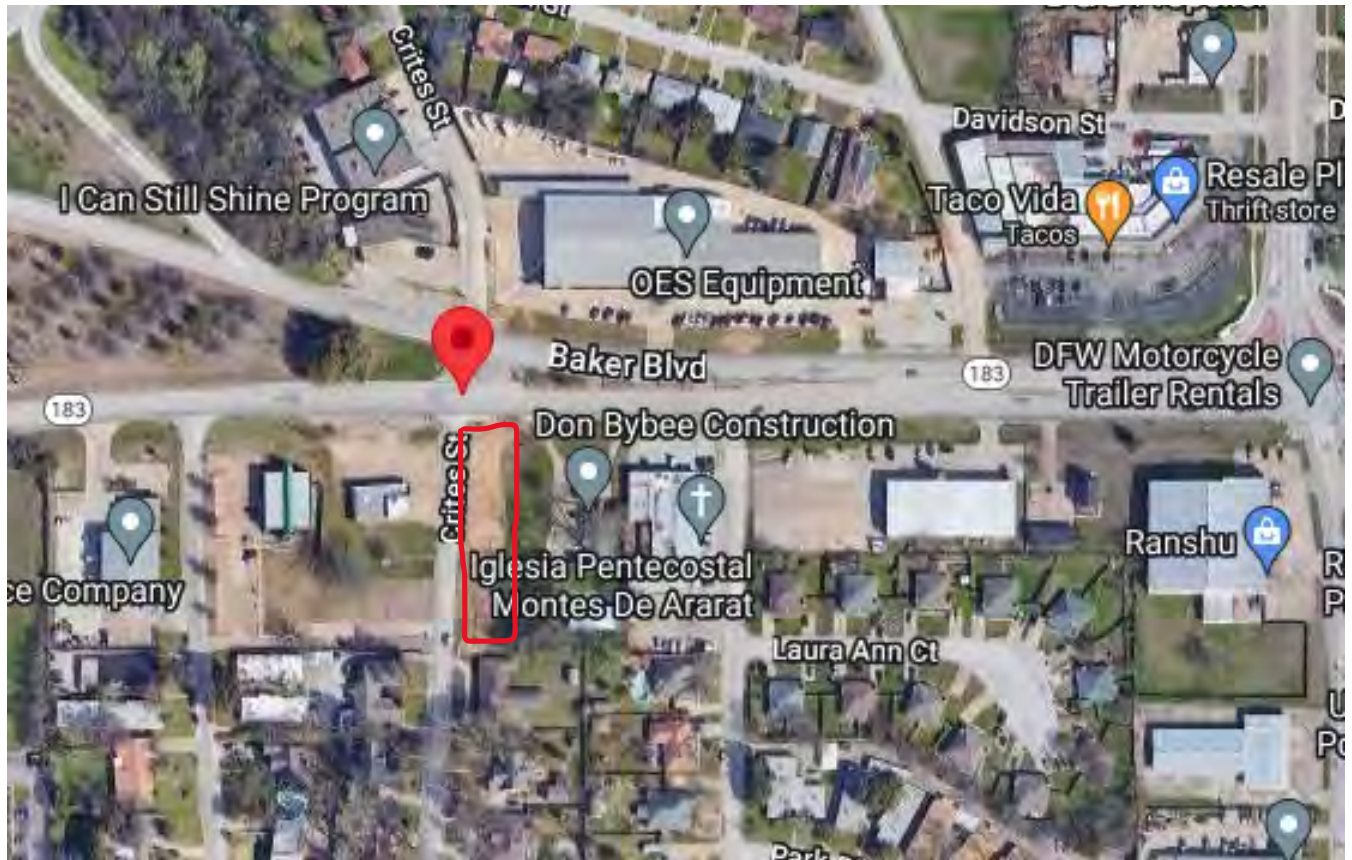
Signature

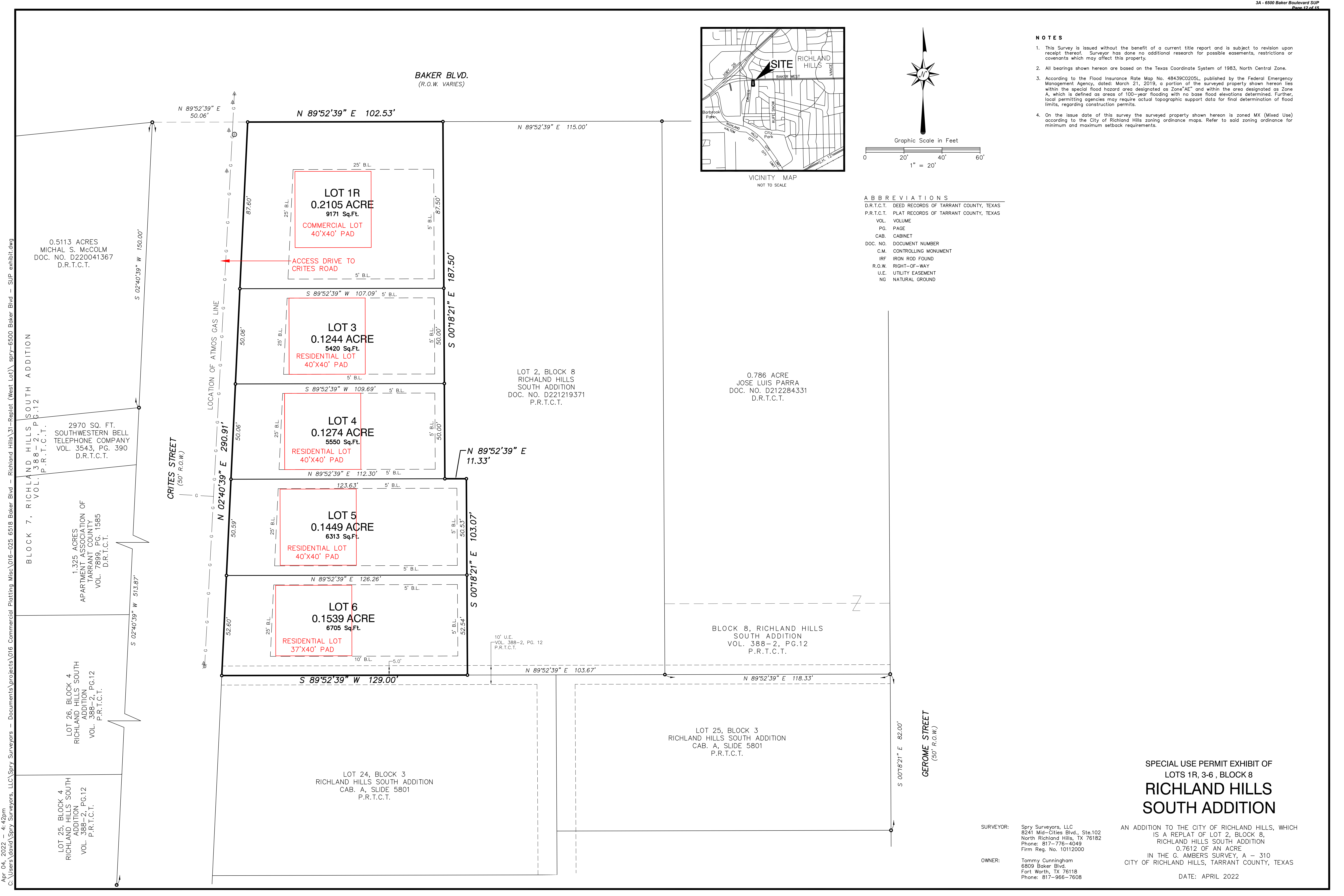
I certify that my answers are true and complete to the best of my knowledge and I understand that false or misleading information in my application may result in zoning violations.

Signature: _____

Date: 3-4-22

6500 Baker Boulevard





NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
2. All bearings shown herein are based on the Texas Coordinate System of 1983, North Central Zone.
3. According to the Flood Insurance Rate Map No. 48439C0205L, published by the Federal Emergency Management Agency, dated: March 21, 2019, a portion of the surveyed property shown herein lies within the special flood hazard area designated as Zone "AE" and within the area designated as Zone "A1" which is defined as areas of 100-year flooding with no base flood elevations determined. Further, local permitting agencies may require actual topographic survey data for final determination of flood limits, regarding construction permits.
4. On the issue date of this survey the surveyed property shown herein is zoned MX (Mixed Use) according to the City of Richardson's land use zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.

A B B R E V I A T I O N S	
D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
VOL.	VOLUME
P.G.	PAGE
CAB.	CABINET
DOC. NO.	DOCUMENT NUMBER
C.M.	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
NG	NATURAL GROUND

**SPECIAL USE PERMIT EXHIBIT OF
LOTS 1R, 3-6, BLOCK 8
RICHLAND HILLS
SOUTH ADDITION**

AN ADDITION TO THE CITY OF RICHLAND HILLS, WHICH
IS A REPLAT OF LOT 2, BLOCK 8,
RICHLAND HILLS SOUTH ADDITION
0.7612 OF AN ACRE
IN THE G. AMBERS SURVEY, A – 310
CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS

DATE: APRIL 2022

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000

OWNER: Tommy Cunningham
6809 Baker Blvd.
Fort Worth, TX 76118
Phone: 817-966-7608

High Meadow

1187

Flip







Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: April 11, 2022

Subject: 6500 Baker Boulevard Replat Request

Agenda Item:

Consider a Replat for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 6500 Baker Boulevard is a 33,000 square foot lot owned by the applicant. The lot is currently zoned Mixed Use.

The applicant for this case is Tommy Cunningham. The applicant has proposed a replat to meet the needs for four (4) single family homes and one commercial building.

A drainage study will be required by FEMA due to the parcels being in the floodway.

City staff has reviewed the proposed replat.

Financial Considerations:

Approval of the Specific Use Permit will not require additional funding from the City

Legal Review:

N/A

Board/Citizen Input:

Planning and Zoning Commission considered the Replat at their March 22, 2022 meeting and recommended approval 5-0.

City Council consideration April 11, 2022

Attachments:

Replat Application
Proposed Replat

Council Action Requested:

Motion to approve a Replat for the property described as Lot 1, Block 8, Richland Hills South Addition, Richland Hills, Texas 76118, otherwise known as 6500 Baker Boulevard, Richland Hills, Texas 76118



CITY OF RICHLAND HILLS, TEXAS

3200 DIANA DRIVE • RICHLAND HILLS, TEXAS 76118 •
PHONE (817) 616-3770 • FAX (817) 616-3752
NEIGHBORHOOD SERVICES

Plat Application

Indicate application type				
Preliminary Plat	Final Plat	Amended Plat	☒ Replat	Vacated Plat
Property Owner Information				
Name	Tommy Cunningham			
Address	6809 Baker Blvd			
Contact Number	817-966-7608			
Contact E-Mail				
I, the undersigned owner or authorized agent of the following described real property, located in the City of Richland Hills, Texas, hereby make application for a plat request as indicated above. The property is legally described as, <u>6500 Baker Blvd. 0.7612 acre Lot 2 Blk 8</u> (Provide legal description of property on line above) <u>Richland Hills Add.</u>				
Signature 			Date <u>3-4-22</u>	
Size/Dimension of Property				
Area (square feet or acres)	Width (feet)	Length (feet)		
<u>0.7612</u>	<u>129</u>	<u>290'</u>		
Applicant Information				
Name	<u>SAME as owner</u>			
Address				
Contact Number				
Contact E-Mail				
Subject Site (Address)				
For Official Use. Do not write below this line				
Case Number	<u>#20220137</u>	Date Received	<u>03-04-2022</u>	
Accepted by	<u>Verangel</u>			
Comments				

Receipt # 341936 check
Date: 03-04-22

Memorandum

To: Honorable Mayor Ed Lopez and members of the Richland Hills City Council

From: Jason Brown, Director of Parks and Recreation

Date: April 11, 2022

Subject: 2022 Baker Boulevard Green Ribbon Advanced Funding Agreement

Agenda Item:

Consider Resolution 552-22 an Advanced Funding Agreement with TxDOT for the 2022 Baker Boulevard Green Ribbon Project

Background Information:

The City of Richland Hills has been awarded its fourth Green Ribbon project grant since 2014. The original project included the installation of irrigation and landscaping at the east and west monument signs, as well as along Baker Boulevard.

The following year, the City was awarded another Green Ribbon grant to complete the installation of irrigation and landscaping on all Baker Boulevard medians. Additional funding was needed to complete the project, so the City applied for another grant in 2018.

The 2018 grant was designed to remove or replace most of the vegetation in the medians. The scope of this grant included every median between Rufe Snow and Handley-Ederville Road.

This newest Green Ribbon project will focus mostly on the medians on the eastern and western ends of Baker Boulevard. There is a major change in design this time, as the medians will not have the same xeriscape concept with decomposed granite and low hydration vegetation. Instead, there will be ground cover and more color added to the medians. Staff has found the xeriscape concept difficult to maintain as the decomposed granite gets displaced into the roadway and accentuates any weeds that grow in the medians. Incorporating more ground cover will add additional color to the medians enhancing the aesthetics of the corridor.

The long-term plan is to incorporate the new median design throughout all the medians along Baker Boulevard.

Financial Considerations:

The project is 100% funded through TxDOT's Green Ribbon Project for this budget year.

Legal Review:

The City Attorney has reviewed the Advanced Funding Agreement

Board/Citizen Input:

N/A

Attachments:

Resolution No. 552-22
Draft Advanced Funding Agreement

Council Action Requested:

Motion to approve Resolution 552-22 an Advanced Funding Agreement with TxDOT for the 2022 Baker Boulevard Green Ribbon Project

RESOLUTION NO. 552-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE THE LOCAL PROJECT ADVANCED FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR A GREEN RIBBON PROJECT ALONG STATE HIGHWAY (SH) 183; CRITES STREET TO BOOTH CALLOWAY ROAD.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as provide landscape and irrigation enhancements that match current landscape improvements along SH 183. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project); and

WHEREAS, the City Council of the City of Richland Hills, Texas, has approved entering into this Local Project Advanced Funding Agreement (LPAFA) by resolution dated April 11, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, CITY OF RICHLAND HILLS, TEXAS THAT:

SECTION 1.

The City Council authorizes the City Manager to execute and approve the Local Project Advanced Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a Green Ribbon Project along State Highway 183, Crites

Street to Booth Calloway Road, CSJ # 0094-02-143.

SECTION 2.

This resolution shall be in full force and effect after its passage as required by law, and it is so resolved.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on April 11, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

LINDSAY WELLS, CITY SECRETARY

TxDOT:				Federal Highway Administration:	
CSJ #	0094-02-143			CFDA No.	20.205
District #	02	AFA ID	Z00002966	CFDA Title	Highway Planning and Construction
Code Chart 64 #	35300				
Project Name	SH 183; Crites St to Booth Calloway Rd			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Green Ribbon Program On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Richland Hills**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **provide landscape and irrigation enhancements that match current landscape improvements along SH 183**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0094-02-143			CFDA No.	20.205
District #	02	AFA ID	Z00002966	CFDA Title	Highway Planning and Construction
Code Chart 64 #	35300				
Project Name	SH 183; Crites St to Booth Calloway Rd			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construct, mow strip, complete plantings of ornamental trees, shrubs, grasses, and perennials as well as install mulch and crushed granite in existing SH183 medians (East of Dreeben Drive to Rufe Snow Drive, Norton Drive to North Booth Calloway Road). In addition, selective plants will be added between Rufe Snow Drive and Norton Drive.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

TxDOT:				Federal Highway Administration:	
CSJ #	0094-02-143			CFDA No.	20.205
District #	02	AFA ID	Z00002966	CFDA Title	Highway Planning and Construction
Code Chart 64 #	35300				
Project Name	SH 183; Crites St to Booth Calloway Rd			<i>AFA Not Used For Research & Development</i>	

- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a

TxDOT:				Federal Highway Administration:	
CSJ #	0094-02-143			CFDA No.	20.205
District #	02	AFA ID	Z00002966	CFDA Title	Highway Planning and Construction
Code Chart 64 #	35300				
Project Name	SH 183; Crites St to Booth Calloway Rd			<i>AFA Not Used For Research & Development</i>	

- minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance

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verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Richland Hills ATTN: City Manager 3200 Diana Drive Richland Hills, TX 76118	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

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procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment

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and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

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to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Candice Edmondson

Typed or Printed Name

City Manager

Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



HWY 183 GREEN RIBBON – LOCATION MAP

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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on fixed federal and state funding until the federal/state funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$82,000	0%	\$0	0%	\$0	100%	\$82,000
Environmental (by Local Government)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Construction (by State)	\$350,000		\$280,000		\$70,000		\$0
Subtotal	\$437,000		\$280,000		\$70,000		\$87,000
Environmental Direct State Costs	\$250	0%	\$0	100%	\$250	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$4,100	0%	\$0	100%	\$4,100	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$35,875		\$0		\$35,875		\$0
Indirect State Costs	\$20,845	0%	\$0	100%	\$20,845	0%	\$0
TOTAL	\$498,072		\$280,000		\$131,072		\$87,000

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CSJ #	0094-02-143			CFDA No.	20.205
District #	02	AFA ID	Z00002966	CFDA Title	Highway Planning and Construction
Code Chart 64 #	35300				
Project Name	SH 183; Crites St to Booth Calloway Rd			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: April 11, 2022

Subject: Termination of Baker Landing Development Agreement

Agenda Item:

Consider termination of Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive, Richland Hills, Texas 76118

Background Information:

On January 10, 2022 the Tax Increment Reinvestment Zone (TIRZ) Board and City Council approved a Development Agreement for the Baker Landing Planned Development located at 7100 Baker Boulevard and 3209 Ash Park Drive. The Agreement was fully executed by all parties on February 22, 2022. After further discussion with the builder, the Skorburg Company (Developer) has requested to terminate the Development Agreement and is no longer seeking financial participation from the City for the project.

In order to officially terminate the Development Agreement, the TIRZ Board and City Council must approve the Agreement to Terminate attached to this memo.

Financial Considerations:

City participation for the project had been approved in the amount of \$400,000. That funding will no longer be used for this project and will remain in the Tax Increment Financing (TIF) Fund.

Legal Review:

The City Attorney has reviewed the Termination Agreement

Board/Citizen Input:

The Tax Increment Reinvestment Zone Board will consider the Termination Agreement on April 11, 2022 prior to the City Council meeting.

Attachments:

Agreement to Terminate the Development Agreement for Public Improvements in Reinvestment Zone Number One, City of Richland Hills between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and Skorburg Retail Corporation

Council Action Requested:

Motion to approve termination of Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive, Richland Hills, Texas 76118

AGREEMENT TO TERMINATE THE “DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS IN REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS BETWEEN THE CITY OF RICHLAND HILLS, TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS AND SKORBURG RETAIL CORPORATION”

THIS TERMINATION (“Termination”) is entered into by and among the City of Richland Hills, a Texas municipal corporation of Tarrant County, Texas (hereinafter called “City”); acting by and through its City Manager, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas (hereinafter called “Board”), acting by and through its Board President; and Skorburg Retail Corporation, a Texas corporation (hereinafter called “Developer”), acting by and through its corporate office.

WITNESSETH:

WHEREAS, on February 22, 2022, the City, the Board, and the Developer entered into an agreement titled “Development Agreement for Public Improvements in Reinvestment Zone Number One, City of Richland Hills between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and Skorburg Retail Corporation” attached hereto as Exhibit A (hereinafter referred to as the “Development Agreement”); and

WHEREAS, the parties now wish to mutually agree to terminate the Development Agreement.

WHEREAS, no actions have been taken by any party in furtherance of the Development Agreement that would create or impose any contractual obligation upon another party in connection to the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. TERMINATION

The City, the Board, and the Developer hereby agree that the Development Agreement is terminated and all parties are hereby released from any duties or obligations associated with the Development Agreement, including, without implied limitation, Section 10.

SECTION 2. MISCELLANEOUS MATTERS

- A. Agreement Subject to Law. This Termination is made subject to the provisions of the ordinances of the City, as amended, and all applicable state and federal laws.
- B. Interpretation. This Termination shall not be construed against the drafting party.
- C. Counterparts Deemed Original. This Termination may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- D. File in Deed Records. The City Secretary is directed to file this Termination in the Deed Records of Tarrant County.

SECTION 3. EFFECTIVE DATE.

This Agreement shall become effective upon the last to occur of the execution of the Agreement by all parties.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmondson, City Manager

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Candice Edmondson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of the City of Richland Hills, Texas and that she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

**TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS**

By: _____

Name: _____
Board President

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Edward Lopez, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Board President of Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SKORBURG RETAIL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of Skorburg Retail Corporation, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SCHEDULE OF EXHIBITS:

Exhibit A – Copy of Fully Executed “Development Agreement for Public Improvements in Reinvestment Zone Number One, City of Richland Hills between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and Skorburg Retail Corporation”

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
IN REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS
BETWEEN THE CITY OF RICHLAND HILLS, TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS AND
SKORBURG RETAIL CORPORATION**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and among the City of Richland Hills, a Texas municipal corporation of Tarrant County, Texas (hereinafter called "City"); acting by and through its City Manager, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas (hereinafter called "Board"), acting by and through its Board President; and Skorbουργ Retail Corporation, a Texas corporation (hereinafter called "Developer"), acting by and through its corporate office.

WITNESSETH:

WHEREAS, the City recognizes the importance of its continued role in local economic development; and

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"), on January 27, 2009, the Richland Hills City Council approved Ordinance No. 1136-01-2009, creating, establishing and designating "Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills"; and

WHEREAS, Developer seeks to develop a high quality, sustainable townhome development located on 7.044 acres at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118; and

WHEREAS, Developer intends to expend a minimum of One Million Dollars (\$1,000,000.00) in constructing the Public Improvements; with final Private Improvements constructed by the builder to have an expected ad valorem tax value of Twenty Million Dollars (\$20,000,000) upon completion; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the Project Plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, the Richland Hills City Council approved the Tax Increment Reinvestment Zone Financing and Project Plan ("Project Plan"), and the Financing Plan (herein so called); and

WHEREAS, the Board authorized the execution of this Agreement, for the construction of Public Improvements in accordance with the approved Project Plan and Financing Plan, authorizing reimbursement to the Developer from the TIF Fund for the construction of Public Improvements under the conditions set forth herein; and

WHEREAS, the City Council authorized the execution of this Agreement, authorizing reimbursement to Developer from the TIF Fund for the construction of the Public Improvements and the Development under the conditions set forth herein; and

WHEREAS, the Public Improvements constructed within the TIRZ boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIRZ in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIRZ adopted by the City and all applicable laws; and

WHEREAS, the City and the Board agree to reimburse funds advanced by the Developer for the cost of making certain Public Improvements as contemplated herein and as contemplated by the Act and as is consistent with the Project Plan and Financing Plan.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized by the Act.

SECTION 2. DEFINITIONS

In this Agreement, the following words shall have the meanings ascribed to them:

ACT, AGREEMENT, BOARD, DEVELOPER and CITY have the meanings set forth in the recitals.

APPROVED PLANS means construction plans for the Private and Public Improvements that conform to all City regulations, as certified by Developer's engineer of record and approved by the City Engineer.

CERTIFICATE OF OCCUPANCY means the certificate issued by the City evidencing that the Development is in compliance with applicable development regulations and in satisfactory condition to be occupied by private residential users.

CONSTRUCTION COSTS means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public

Improvements. Construction Costs does not include any acquisition costs of the Property, marketing, or permit fees, related to the development of the Public Improvements or Private Improvements.

DEVELOPMENT or PRIVATE IMPROVEMENTS means the construction of a high quality, sustainable townhome residential community with landscaped open space, as depicted on the site plan, attached as Exhibit B, with a Tarrant Appraisal Value the first January after Substantial Completion of the Private Improvements of no less than Sixteen Million Dollars (\$16,000,000.00).

INCENTIVES means the payments to the Developer as set forth in Section 4.

PERSON means any natural person, governmental agency or instrumentality, estate, nominee, custodian, or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, unincorporated organization, cooperative or association, or any foreign trust or foreign business organization.

PROPERTY means the approximately 7.044-acre tract upon which the Private Improvements will be constructed, as described in Exhibit A, attached hereto and incorporated herein.

PUBLIC IMPROVEMENTS means the onsite and offsite Public Improvements (water, sewer, and utilities) necessary to serve the Development as depicted on Exhibit C.

SUBSTANTIAL COMPLETION or SUBSTANTIALLY COMPLETE means, with regard to the Public Improvements, the date the City issues a Certificate of Completion (herein so called) and accepts the maintenance obligation for such Public Improvements, and with regard to the Private Improvements, the date the Certificate of Occupancy is issued for the Development .

TIF FUND means the fund established to receive the investment monies generated and attributable to the TIRZ.

TIRZ means Tax Increment Reinvestment Zone Number One, City of Richland Hills, Texas.

SECTION 3. DEVELOPER'S OBLIGATIONS

A. In General. The Developer agrees to design and construct the Public and Private Improvements. The Public Improvements are to be located entirely within the limits of the City, and all Public Improvements shall be constructed (or dedicated to the City prior to acceptance by the City) within public property, public rights-of-way or easements.

B. Public Improvements.

1. Infrastructure. The Developer shall design and construct all Public Improvements in accordance with the Approved Plans.
2. Time Frame for Public Improvements. Construction of the Public Improvements necessary to serve the Development shall commence by September 25, 2022, and such construction shall be completed within fifteen (15) months after commencement, subject to events of force majeure.
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Costs in an amount no less than One Million Dollars (\$1,000,000.00) upon Substantial Completion of the Public Improvements.
4. Construction Plans; Surveying. Developer shall submit to the City for approval complete construction plans for the Public Improvements, which when approved shall be the Approved Plans for the Public Improvements. The construction plans shall be prepared by a professional engineer licensed to practice in the State of Texas, at Developer's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. Developer shall pay all costs of engineering design and surveying for the Public Improvements directly to the provider.
5. Public Improvement Conveyance. Any Public Improvements constructed onsite or offsite shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement upon Substantial Completion. At the time of conveyance, Developer shall deliver to the City releases from the contractors, subcontractors, and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials.
6. Easement Acquisition. Developer agrees to dedicate to the City all land within the Property necessary for the construction of the Public Improvements. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.
7. Bond Requirement. Prior to initiating any construction of the Public Improvements, the Developer shall provide or cause to be provided to the City by contractors constructing the Public Improvements one original and one quality copy of the following construction bonds:
 - a. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection

of the City against any improper execution of the work or the use of inferior materials.

- b. Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment of all labor, materials and equipment used in the construction of the Public Improvements.
- c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the maintenance in good condition of the Public Improvements for a period of two (2) years from and after the date that a certificate of completion is issued from the City indicating that the Public Improvements have been completed by the Developer and accepted by the City.

Each of the above bonds shall be in a form acceptable to the City. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, through its City Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas.

C. Private Improvements.

1. Commencement and Completion. Subject to the City's issuance of building permits, the Developer shall commence construction of the Private Improvements no later than sixty (60) days after Substantial Completion of the Public Improvements, with the Development being Substantially Complete by no later than twenty-four (24) months thereafter.
2. Design Standards. The Private Improvements shall be constructed in full compliance with the site plan attached as Exhibit B, approved with the adoption of PD Zoning Ordinance No. 1439-21 and development regulations of the City (the Approved Plans for the Private Development).
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Cost expenditures for the Private Improvements in an amount no less than Fifteen Million Dollars (\$15,000,000.00) upon Substantial Completion of the Development.

D. Compliance with Law. All aspects of the construction and development of the Development shall be in conformance with applicable state, federal and local laws.

E. Ad Valorem Taxes. For all portions of the Property owned by Developer, the Developer shall remain current on all ad valorem taxes owed to the City or other jurisdiction for the Property.

F. Evidence of Expenditure of Cost of Construction for Public Improvements. Prior to receiving any payment from the TIRZ pursuant to Section 4 of this Agreement, Developer shall provide documentation satisfactory to the City Manager to substantiate the Construction Costs for the Public Improvements subject to reimbursement.

G. Inspection. The City shall have access at all times to inspect construction of the Public Improvements.

H. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

SECTION 4. TIRZ PARTICIPATION

In consideration of Developer's agreement to construct the Public and Private Improvements in conformance with the requirements of this Agreement and subject to Developer's compliance with their duties and obligations in this Agreement, the TIRZ and the City agree to participate in the construction of certain Public Improvements as set forth in this section by providing the following incentives as reimbursement for Substantially Completing the Public Improvements:

1. After Substantial Completion of the Public Improvements and upon submission of the evidence satisfactory to the City showing Construction Costs expended by Developer for the Public Improvements (to include sewer and water installation) and acceptance by the City, the TIRZ will reimburse the Developer in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).
2. As consideration for constructing the Private Improvements in conformance with the requirements of this Agreement, the TIRZ will pay to the Developer an additional reimbursement of One Hundred Twenty-Five Thousand Dollars (\$125,000), upon Substantial Completion of the Private Improvements.
3. The Incentives set forth herein shall be paid only from the TIF Fund.

SECTION 5. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (i) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (ii) three (3) years after the Effective Date,

whether or not the Incentives have been made in full; or (iii) upon the City's termination of this Agreement pursuant to Section 7 hereof.

SECTION 6. AUTHORITY; COMPLIANCE WITH LAW

A. Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

B. Notwithstanding any other provision of this Agreement, Developer shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Public and Private Improvements.

C. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Incentives set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), it shall repay the amount of the Incentives (or portion that it has received) plus ten percent (10%) interest not later than the 120th day after the date the City notifies Developer of the violation.

SECTION 7. DEFAULT AND REMEDIES

A. In the event: (i) Developer fails to comply with the terms of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City or other taxing jurisdiction (provided that Developer retains the right to timely and properly protest and/or contest any such taxes); or (iii) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to Developer, and the City shall have no further obligation to Developer. Notwithstanding the immediately preceding sentence, if the nature of the default is such that it cannot reasonably be cured within such 30-day period and Developer has commenced the cure and is diligently pursuing action to cure the default, the cure period shall be extended for another thirty (30) days with the consent of the City Manager.

B. If a default shall occur and continue after thirty (30) days written notice to cure the default (as such cure period may be extended pursuant to the immediately preceding paragraph), the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Richland Hills.

SECTION 8. RIGHT OF OFFSET

The City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due to the City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 9. DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Incentives received by Developer under this Agreement, Developer hereby agrees to donate to the City the land within the Property necessary to construct the Public Improvements; and Developer further agrees that such land is roughly proportional to the need for such land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Public Improvements. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Public Improvements.

SECTION 10. BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the Property constitutes an area of architectural important and significance and the City Council of the City, hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code ("Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other governing regulations existing as of the Effective Date hereof, ("Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a commercial building, regardless of whether the standard is more stringent than a

standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (i) the City will not issue any permits for the Property in violation of this section; (ii) the covenants contained within this section constitute a material term of this Agreement; (iii) Developers' voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the Incentives; (iv) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (v) this section shall survive termination or expiration of this Agreement.

SECTION 11. VENUE AND GOVERNING LAW

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the ordinances, and resolutions of the City of Richland Hills, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Richland Hills, Tarrant County, Texas.

SECTION 12. FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

SECTION 13. GIFT TO PUBLIC SERVANT OR TO DEVELOPERS REPRESENTATIVE

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other Person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 14. BINDING AGREEMENT; ASSIGNMENT

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on and inure to the benefit of Developer and each and every subsequent owner of all or any portion of the Property and shall be binding on and inure to the benefit of all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. This Agreement shall be filed in the deed records of Tarrant County.

B. Except as hereinafter expressly provided, any assignment of Developer's obligations or its rights to receive the benefits provided under this Agreement must be in writing executed by the assignor and assignee and shall not be permitted without the express written consent of the City. Notwithstanding the immediately preceding sentence, without the City's consent, Developer may assign this Agreement as may be necessary to a lender providing financing to Developer to develop the Subdivision. Any consent of the City required by this Section 14.B shall be evidenced by the consent of the City Manager.

SECTION 15. INDEMNIFICATION

A. DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other Person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Public Improvements.

SECTION 16. MISCELLANEOUS MATTERS

A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

B. Agreement Subject to Law. This Agreement is made subject to the provisions of the ordinances of the City, as amended, and all applicable state and federal laws.

C. Interpretation. This Agreement shall not be construed against the drafting party.

D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

F. Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for City, to:

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

Attn: City Manager
Facsimile: (817) 616-3803

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Betsy Elam
Facsimile: (817) 332-4740

If intended for Developer, to:

Skorburg Retail Corporation
8214 Westchester Dr. Ste. 900
Dallas, TX 75225
Attn: Bryan Holland
Facsimile: (214) 888-8854

H. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

J. File in Deed Records. The City Secretary is directed to file this Agreement in the Deed Records of Tarrant County.

SECTION 17. EFFECTIVE DATE.

This Agreement shall become effective upon the last to occur of the execution of the Agreement by all parties.

CITY OF RICHLAND HILLS, TEXAS

By: Candice Edmondson
Candice Edmondson, City Manager

Date: 2-14-2022

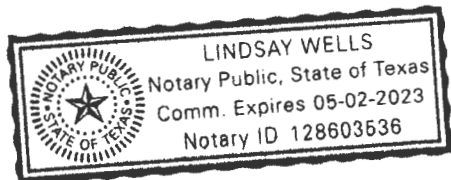
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Candice Edmondson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of the City of Richland Hills, Texas and that she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of February, 2022.

[Notary Seal]

Lindsay Wells
Notary Public, State of Texas



**TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS**

By: [Signature]
Name: Edward Lopez
Board President

Date: 2-14-2022

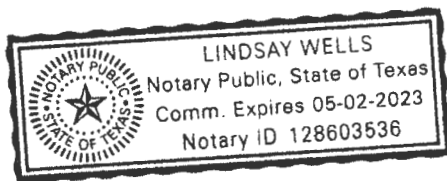
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Edward Lopez, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Board President of Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of February, 2022.

[Notary Seal]

[Signature]
Notary Public, State of Texas



SKORBURG RETAIL CORPORATION

By: [Signature]
Name: ADAM J. BUZEK
Title: DIRECTOR
Date: 2/22/2022

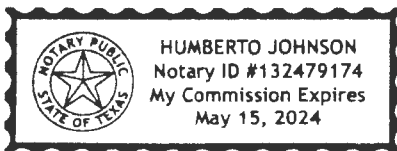
STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME on this day personally appeared Adam Buzek, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Director of Skorburg Retail Corporation, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of February, 2022.

[Notary Seal]

[Signature]
Notary Public, State of Texas



SCHEDULE OF EXHIBITS:

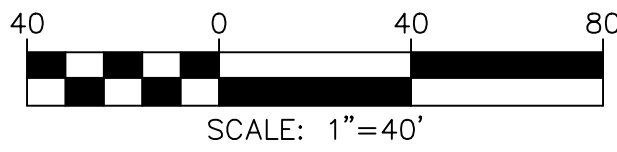
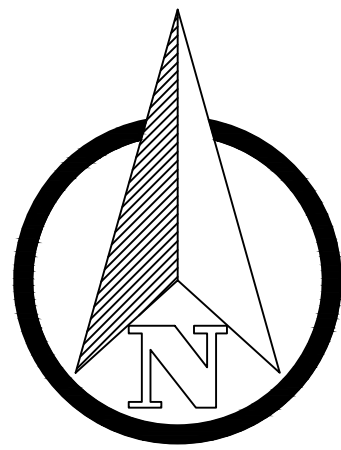
Exhibit A – Description of Property

Exhibit B – Site Plan

Exhibit C – Public Improvements

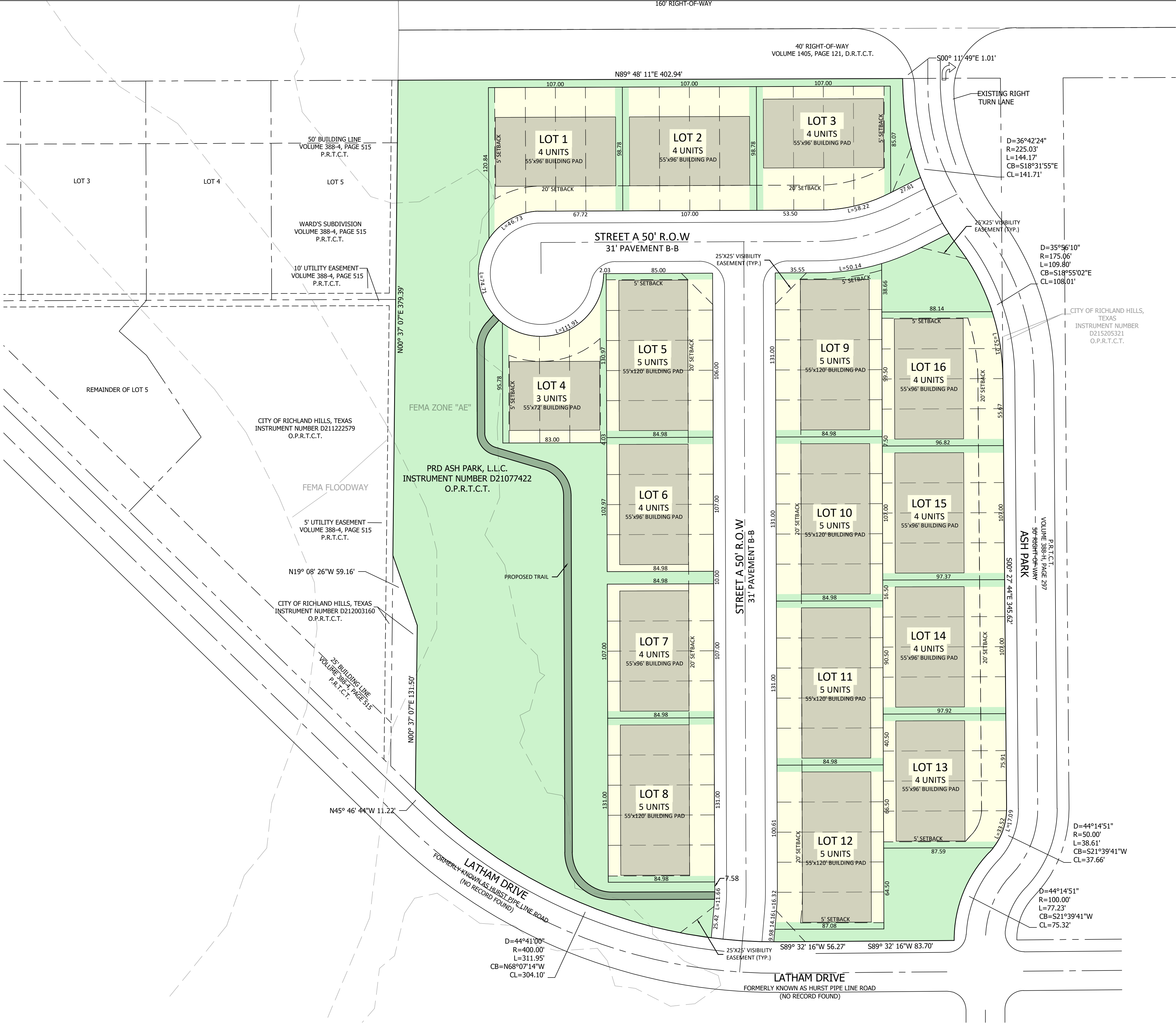
Exhibit "A"
Description of Property

TRACT 1E, POPPLEWELL, S SURVEY ABSRACT 1241 and as Lots 4, 5, 6, and 7, Greenfield Subdivision, an Addition to the City of Richland Hills, Tarrant County, Texas according to the plat recorded in Volume 388-H, Page 297 and 298, Plat Records, Tarrant County, Texas



SITE DATA TABLE	
AREA	7.044 ACRES
EXISTING ZONING	MX - MIXED USE
PROPOSED ZONING	PD - PLANNED DEVELOPMENT
PROPOSED LAND USAGE	TOWNHOMES
LOTS / UNITS	69
MINIMUM LOT WIDTH	20 FT.
MINIMUM LOT DEPTH	80 FT.
FRONT SETBACK	20 FT.
REAR SETBACK	5 FT.
SIDE SETBACK	5 FT.
SIDE SETBACK (ADJACENT TO ROW)	5 FT.

s:\2021\project\richland hills\3.0 civil\3. design\3.5 submittal\11111 - concept plan\richland hills_land_plan_jr.dwg, kstewart, 12/12/2021 2:46 PM



STRAND

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown are approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.
@ 2021 STRAND, ALL RIGHTS RESERVED

7.044 ACRES LOCATED WITHIN THE
SIMCOE POPPLEWELL SURVEY
RICHLAND HILLS
CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS
CONCEPT PLAN

PROJECT NO. N/A
DRAWN BY: JLS
CHECKED BY: AW
DATE: 12/13/2021

Exhibit “C” Public Improvements

The agreed upon onsite and offsite Public Improvements will be added and made part of the Agreement when engineering and design is completed and approved by the City.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Scott Mitchell, Director of Neighborhood Services

Date: April 11, 2022

Subject: FY 2022 Drainage, Water and Sanitary Sewer Repair Unit Price Contract

Agenda Item:

Consider award of bid for drainage, water and sanitary sewer repair unit price contract to EXCEL 4 Construction, LLC.

Background Information:

With workforce challenges affecting the Public Works Department, staff has been utilizing private vendors to complete some projects traditionally done by Public Works staff. In order to help expediate the completion of projects, staff created a unit price contract for routine repair work such as localized water main installation and repairs, valve repair, curb stops, sewer line spot repairs, manholes, etc. The unit price contract also standardizes the costs for these projects vs. quoting each individual project as it comes up. The City utilizes similar contracts from other government entities and, as the primary contract holder, would allow other agencies to utilize this contract as well.

The unit price contract was bid on January 3, 2022. Unit prices were based on industry standard units: linear feet, square feet, cubic yards, etc. depending on the work to be performed. The bid also required vendors utilize NCTCOG standards for all pavement work. Seven (7) bid packages were picked up by assorted vendors. One (1) responsive bid was received from EXCEL 4 Construction, LLC. The bid total received is for determining bid rankings only and does not reflect a contract amount to be awarded. The total contract amount will vary depending on the various task order assignments requested.

City staff, including the City Manager and Director of Neighborhood Services, met with representatives of Excel 4 to discuss the contract and review the previous projects and work relationship Excel 4 has had with the City of Richland Hills. At the completion of these meetings, staff is comfortable moving forward with the unit price contract.

Based on the bid received, references provided and previous experience with the City, staff recommends awarding the contract to EXCEL 4 Construction, LLC as the best value

bid. The unit price contract will extend through the remainder of FY 2022 (September 30, 2022), with the intent to bid a new unit price contract for FY 2023 should the program prove to be successful.

The services covered by this contract are not intended to replace the normal maintenance activities of the Public Works' crews (sewer line cleaning, small water main break/leak repair, sewer line back-ups and spot repairs, meter repair/replacement, etc.).

Financial Considerations:

The unit price contract is based on task order assignments. Assignments could be in the range of \$1,000 for small simple repairs and up to \$50,000 or \$100,000 for complex projects. The contract is written with a "not to exceed" limit of \$500,000 combined total of all task order assignments. Funding for drainage, water and sewer repairs is approved through the annual budget process and expenditures would be based on annual allocations.

Legal Review:

The bid document was reviewed by the City Attorney

Board/Citizen Input:

City Council considered the unit price contract at their regular meeting on January 24, 2022. Following discussion regarding the proposed costs for mobilization and surveying as listed in Excel 4 Construction's bid, City Council recommended renegotiating these bid items. Excel 4 was agreeable and has revised their bids accordingly.

Attachments:

Bid Document
Bid Tabulations
Recommendation Letter from Halff Engineering

Council Action Requested:

Motion to award the drainage, water and sewer repair unit price contract to EXCEL 4 Construction, LLC.

THE CITY OF RICHLAND HILLS, TEXAS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

Prepared by:
Halff Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, Texas
TBPELS Firm No. F-312

MAYOR

Edward Lopez

CITY COUNCIL

PLACE 1: Douglas Knowlton

PLACE 2: Stacey L. Morse

PLACE 3: Curtis Bergthold, Mayor Pro Tem

PLACE 4: Javier Alvarez

PLACE 5: Athena Campbell

CITY MANAGER

Candice Edmondson

CITY ENGINEER

David A. Burkett, P.E.



A handwritten signature in black ink that reads "David A. Burkett".

January 3, 2022

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SECTION I

CONTRACTUAL DOCUMENTS

Notice to Bidders
Instructions to Bidders
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Payment Bond
Maintenance Bond
Certificate of Insurance (Sample Form)
Contractor's Affidavit of Final Payment

SECTION II

GENERAL CONDITIONS OF AGREEMENT

SECTION III

SPECIAL CONDITIONS AND FEDERAL LABOR STANDARDS

SECTION IV

TECHNICAL SPECIFICATIONS

SECTION I

CONTRACTUAL DOCUMENTS

**NOTICE TO BIDDERS
(Advertisement)**

Sealed Proposals on forms prepared by the Engineer will be received by the CITY OF RICHLAND HILLS at the OFFICE OF THE CITY SECRETARY, 3200 DIANA DR., RICHLAND HILLS, TX. 76118 until **2:00 P.M.** (local time) on **WEDNESDAY, DECEMBER 8, 2021** for the FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT in accordance with specifications and other Contract Documents prepared by HALFF ASSOCIATES, INC.

Proposals will be publicly opened at 2:00 P.M., at the CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118.

Complete Contract Documents & Specifications, as needed for bidding on the project, may be examined without charge or deposit at the office of the CITY OF RICHLAND HILLS. Digital bid documents can be obtained, at no cost, by contacting David Burkett of Halff Associates, Inc. at dburkett@halff.com. It is the responsibility of the interested party to print the bidding documents, or they may be obtained from HALFF ASSOCIATES, INC. at 4000 Fossil Creek Blvd., Fort Worth, TX 76137, at a non-refundable cost of \$50.00 for each set of documents so obtained.

Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to the CITY OF RICHLAND HILLS, and in the amount equal to at least five percent (5%) of the total amount of the proposal, must accompany each bid as a guaranty that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "INSTRUCTIONS TO BIDDERS".

Minimum rates of pay to all laborers and mechanics on the project must not be less than as provided in the Wage Rate Schedule and wage provisions must particularly comply with all other applicable wage laws of the State of Texas.

The Owner reserves the right to award the Contract at any time within sixty (60) days after date of receiving bids, or to reject any or all bids and waive any or all informalities.

Contractors MAY attend an optional pre-bid meeting with the Engineer at CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118. at **2:00 P.M.** (local time) on **TUESDAY, NOVEMBER 30, 2021** for FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT.

OFFICIAL ADVERTISEMENT:

First Publication: November 21, 2021

Signed: _____
David A. Burkett, P.E.

Second Publication: November 28, 2021

Title: City Engineer

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bid must be submitted in a **sealed** envelope bearing the name and address of the bidder, name of project and bid number for which the bid is submitted.

QUALIFICATION OF BIDDER

The Owner will make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as described. Conditional bids will not be accepted.

The Contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (such as: fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

As shown on the following qualification statement, please include a list of all sub-contractors that the contractor anticipates using on this project.

BID SECURITY

Each bid must be accompanied by a certified check or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the maximum contract amount of \$500,000.00. Such checks or bid bonds will be returned to all except the three lowest bidders within thirty (30) days after the opening of bids. The remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. The contract will be executed only after City Council approval of submitted bid.

The successful bidder shall forfeit to the Owner, as liquidated damages, the security deposited upon his failure or refusal to execute and deliver the contract, performance and payment bonds, if required, within ten (10) days after he has received notice of the acceptance of his bid.

POWER OF ATTORNEY

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

PERFORMANCE AND PAYMENT BONDS

It is agreed by the parties that the Contractor will execute separate performance and payment bonds, for each task order assigned, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the Owner. No exceptions to this provision allowed. Unless otherwise approved in writing by the Owner, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. The cost of the premium for the performance and payment bonds shall be included in the Contractor's proposal.

TIME OF COMPLETION

This contract is valid through the end of the City of Richland Hills FY 2022 which is September 30, 2022.

CONDITIONS OF WORK

At the time of the bid opening it is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature of the work and has fully informed himself of the general and local conditions relating to the completion of the project and any and all other matters which can in any way effect the work under this contract. Contractor has read and is thoroughly familiar with the construction documents and contract documents (including all addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. No verbal agreement or conservation with any officer, agent or employee of the Owner or Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract. All of the above will be deemed to be included in the contract the same as though herein written out in full.

METHOD OF AWARD

This contract shall be awarded for the *best* bid submitted by a responsible bidder meeting the requirements of the City of RICHLAND HILLS. In submitting a bid, Contractors verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the bidder. Given that this is a unit price contract, the total bid amount will not be equivalent to the contract amount and the total bid

amount is only being utilized to evaluate bids. Actual contract amounts will be set with each ensuing task order.

TASK ORDER CHANGES

For each task order, it is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done. Any change in quantity shall be evaluated in comparison to the quantity ranges and pricing per the bid proposal in this document. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

All change orders shall be approved by the RICHLAND HILLS' designated representative prior to work being started on said change. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

STATE AND CITY SALES TAX

The Contractor's attention is directed to Section 15.311 of the Tax Code of the State of Texas. Recent legislation has removed the sales tax exemption previously provided by Section 15.311 of the Tax Code covering tangible personal property purchased by a Contractor for use in the performance of a contract for the improvement of City owned realty.

It is still possible, however, for a Contractor to make tax-free purchases of tangible personal property, which will be incorporated into and become a part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the Contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The Contractor issues a resale certificate in lieu of paying sales tax at the time such items are purchased. The Contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials that do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No officer or employee shall have a direct or indirect interest, in any proposed or existing contract, purchase, work, sale or service to or by the City or shall vote or render a decision, or use his position, authority, influence in a manner that would result in his financial betterment to any degree (RICHLAND HILLS City Charter, Section 13, Item 1).

TEXAS ETHICS COMMISSION FORM 1295

Pursuant to Texas Government Code § 2252.908, the City may not award this contract to a bidder unless the bidder has provided to the City a completed, signed and notarized Form 1295

that has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to rules adopted by the TEC, the Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. **The Apparent Low Bidder shall complete Form 1295 and submit it to The City of Richland Hills, 3200 Diana Dr., Richland Hills, Texas, 76118, no later than January 10, 2022**

For purposes of completing the Form 1295, the entity’s name is “The City of Richland Hills”; the contract ID number is FY2022-002; and the description of goods and services is “FY 2022 Drainage, Water & Sanitary Sewer Unit Price Contract”.

Neither the City nor any of its consultants has the obligation or ability to verify the information included in a Form 1295; and neither the City nor any of its consultants has any obligation, nor does it undertake any responsibility, to advise any bidder as to the proper completion of a Form 1295.

SENATE BILL 252 AND HOUSE BILL 89 VERIFICATION FORM

In compliance with Section 2270.002, Texas Government Code, and Chapter 2252, Subchapter F, Texas Government Code, the City may not award this contract to a bidder unless the bidder has provided to the City a completed, signed, and notarized “Verification of Compliance with Government Code Chapters 2252 and 2270” Form. The City shall provide said form to the apparent low bidder. **The Apparent Low Bidder shall complete the verification and submit it to The City of Richland Hills, 3200 Diana Dr., Richland Hills, Texas, 76118, no later than January 10, 2022.**

Neither the City nor any of its consultants has the obligation or ability to verify the certifications contained in the aforementioned Verification Form.

BIDDERS QUALIFICATION STATEMENT

Project: FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

Contractor: Excel 4 Construction, LLC

Indicate One: ☐ Sole Proprietor ☐ Partnership ☒ Other
☐ Corporation ☐ Joint Venture

Name: Luis Conchas Partner: Ramon Leos

Title: President Title: Vice President

Address: 2950 Marine Ctr Address: 8420 Cactus Flower Dr

City: Fort Worth TX City: Fort Worth

State & Zip: TX 76106 State & Zip: TX 76131

Phone: (817) 457-3399 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. TX, LLC

Location of Principal Office: Fort Worth

Contact and Phone at Principal Office: Luis Conchas

Liability Insurance Provider and Limits of Coverage: Amerisure

Workers Compensation Insurance Provider: Amerisure

Surety (Performance and Payment): Washington International

Address: 121 N. Rayner St

Contact and Phone: Fort Worth Tracy Tucker (817) 334 8520

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Javier Vasquez

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

Backup Superintendent

Total Number of Employees to be Associated with this Job: _____

Managerial _____ Administrative _____ Professional _____

Skilled _____ Semi-Skilled _____ Other _____

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): _____

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Access to Tools and Equipment: Percent Owned____ Percent Rented____

Number of Years in Business as a Contractor on Above Types of Works: _____

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment

Make

Model

Age (years)

Excel 4
Project List
October, 2021

PROJECT	OWNER	LOCATION	GAS	VALUE	PROFIT	JOB NO	STATUS
Contract 07-137/07-138, Henderson Avenue	Barson Utilities	Dallas		\$70,112.00		201	Finished
Contract 05-025/05-026, Canton Avenue & South Hall Street	Atkins	Dallas		\$18,732.00		202	Finished
Contract 11-023/11-024, Coppedge & Killian	Barson Utilities	Dallas		\$28,000.00		203	Finished
Fort Worth Contract 2009, WSM-F	R & D Burns Brothers Construction	Fort Worth		\$51,396.50	\$6,622.14	204	Finished
Contract 11-213/11-214	Barson Utilities	Dallas		\$101,123.00	\$9,632.38	205	Finished
2007 Water & Sewer Sanitary Sewer Rehabilitation	ARK Contracting	Arlington		\$252,632.00	\$32,468.89	206	Finished
Water & Sanitary Sewer Rehab in Easements	ARK Contracting	Highland Park		\$319,608.26	\$29,002.92	207	Finished
Contract 10-249/10-250	Atkins	Dallas		\$37,742.50	\$7,518.24	208	Finished
Sanitary Sewer Rehab. ~ FY2011	ARK Contracting	Euless		\$339,112.00	\$28,474.48	209	Finished
Residential Street Rebuilds with Water and Sanitary Sewer Renewals	Burnsco	Arlington		\$46,349.00	\$3,874.76	210	Finished
Rolling Meadows Phase 2 Water & Sanitary Sewer Renewals	Muniz Construction	Arlington		\$80,613.00	\$6,524.04	211	Finished
Shiloh/Jupiter Sanitary Sewer	ARK Contracting	Garland		\$101,655.00	\$8,897.97	212	Finished
2012 Water and Sewer Replacement	Barson Utilities	DeSoto		CANCELLED	did not do this job	213	Cancelled
Manhole at River Oaks Boulevard	River Oaks	River Oaks		\$4,500.00	\$415.00	214	Finished
Phase I Alley Improvement Project 2012	ARK Contracting	Highland Park		\$510,756.88	\$43,746.86	215	Finished
Glendora Drive	Hall Albert Construction	Dallas		\$1,087.40	\$275.00	216	Finished
Manhole at Chapel Oval	River Oaks	River Oaks		\$5,700.00	\$425.00	217	Finished
Airline Alley Sanitary Sewer Renewals	ARK Contracting	Highland Park		\$132,572.09	\$11,941.37	218	Finished
Contract 12-065/12-066	ARK Contracting	Dallas		\$27,324.03		219	Finished
Northridge Sewer	Circle 'H'	Midlothian		\$68,993.75		220	Finished
Tulane Avenue	River Oaks	River Oaks		\$10,180.00		221	Finished
Contract 81	R & D Burns Brothers Construction	Fort Worth		\$30,200.00		222	Finished
Phase II Alley Improvement Project 2012	ARK Contracting	Highland Park		\$516,130.00	\$48,891.67	223	Finished
Contract 52	ARK Contracting	Fort Worth		\$60,181.00		224	Finished
Trophy Club Drive Pipe Burst	CPS Civil, LLC	Trophy Club		\$5,500.00		225	Finished
Emergency Repair on Pipeline Road	ARK Contracting	Hurst		\$82,172.00		226	Finished
Union Bowler/River Hill Wastewater Improvements	SYB	Irving		\$67,910.00	\$7,897.58	227	Finished
Municipal Drive	R & D Burns Brothers Construction	Kennedale		37,211.00		228	Finished
Esters Road	Barson Utilities	Irving		\$198,051.00	\$33,529.50	229	Finished
3901 Normandy Avenue	Ellen Grasso & Sons	Highland Park		\$12,357.50		230	Finished
FY 11/12 I&I Replacements	Barson Utilities	Grand Prairie		\$217,231.00	\$31,104.82	231	Finished
Contract No. 13-027/13-028	Barson Utilities	Dallas		CANCELLED	did not do this job	232	Cancelled
Timothy Lane	ARK Contracting	Dallas County/Balch Springs		\$34,080.00	\$3,387.54	234	Finished
Wells Street Sanitary Sewer Line Rehab	ARK Contracting	Lake Worth/Tarrant Cnty		\$79,248.00	\$6,278.66	235	Finished
Pipe Burst on Depot Avenue	Azteca	NAS/JRB		CANCELLED	did not do this job	236	Cancelled
Byrd Street	ARK Contracting	River Oaks/TCOD		\$145,100.00	\$11,477.50	237	Finished
4219 Fairfax Avenue - pipeburst 6"	ARK Contracting	Highland Park		\$14,075.00		238	Finished
Greenway Drive	McClendon Construction	Hurst		\$76,895.00	\$6,421.00	239	Finished
FY 11/12 Wastewater Replacements	Barson Utilities	Grand Prairie		\$235,353.00	\$23,016.33	240	Finished
Beverly Drive Utility Transfers	ARK Contracting	Highland Park		\$137,275.00	\$13,727.00	241	Finished
Contract 53	Conatser	Fort Worth		\$274,272.50	\$17,688.00	242	Finished
Sulphur Branch Trunk Sewer Rehab/Repl Segment 11	ARK Contracting	Bedford		\$408,516.25	\$57,410.00	243	Finished
Benbrook Boulevard Water and Sanitary Sewer Utility Relocation	ARK Contracting	Benbrook		\$140,570.00	\$11,635.00	244	Finished
Contract 2C	R & D Burns Brothers Construction	Fort Worth		\$16,325.00	\$1,067.00	245	Finished
Olde Towne Square	Chiener, LLC	Hurst		\$85,190.00	\$10,785.00	246	Finished
Contract 13-031/032	SYB	Dallas		\$63,815.00	\$5,826.94	247	Finished
Bexar Street	SYB	Dallas		\$22,092.00		248	Finished
Colony Street & Valley Court	Barson Utilities	Irving		\$25,265.00		249	Finished
Contract 13-059/060	ARK Contracting	Dallas		\$198,551.50		250	Finished

J-Lift Station	Crescent Construction	Plano		\$23,255.00		251	2013	Finished
Emergency Repair at Ohio Gardens	City of River Oaks	River Oaks		\$19,195.00		252	2013	Finished
Contract 12-051/12-052	Atkins	Dallas		\$244,150.00	\$2,249.57	253	2013	Finished
Contract 13-009/13-010	John Burns	Dallas		\$152,850.00		254	2013	Finished
Easements #5	Highland Park	Highland Park		\$349,233.46		255	2013	Finished
Contract 77	Conatser	Fort Worth		\$79,173.75		256	2013	Finished
Contract 13-139/13-140	John Burns	Dallas		CANCELLED	did not do this job	257	2013	Cancelled
Botanical Gardens	Conatser	Fort Worth		\$140,548.00		258	2013	Finished
Rufe Snow Pipe Burst	R & D Burns Brothers Construction	Hurst		\$6,900.00		259	2013	Finished
Highland park emergency sewer	Town of Highland Park	Highland Park		\$5,350.48		260	2013	Finished
Concrete patches Lloyd Blair	Lloyd Blair	Fort Worth		\$5,600.00		261	2013	Finished
Trenchless Sewer Rehabilitation	City of Rockwall	Rockwall		\$294,883.79		262	2013	Finished
Hickory Tree	City of Balch Springs	Balch Springs		\$99,905.00		263	2013	Finished
O'Conner Drive Emergency Repair	SYB	Irving		\$64,246.00		264	2013	Finished
Univ. of Dallas Pipe Burst	Tri-Dal	Irving		\$29,900.00		265	2013	Finished
Sanitary Sewer Contract 80, Part 2	M.E. Burns	Fort Worth		\$203,993.00		266	2013	Finished
Savannah Way Water Sys Imprvts, Pipeline Rd	Tarrant County	Bedford		\$150,779.00		267	2013	Finished
Contract 75 - Part 1	ARK Contracting	Fort Worth		\$346,437.00		268	2013	Finished
Easement 9 & 10 (Arcady Ave & Bordeaux Ave)	Highland Park	Highland Park		\$434,922.16		269	2013	Finished
Alliance Gateway 18	Conatser	Fort Worth		\$142,266.00		270	2013	Finished
Sanitary Sewer Rehab Contract 64, Part 2	ARK Contracting	Fort Worth		\$47,420.00		271	2013	Finished
Southgate Plaza DFW Int. Airport	North Texas Contractors	Fort Worth		\$34,500.00		272	2014	Finished
The Ridge	Jordan Realty Advisors	Carrollton		\$136,718.00		273	2014	Finished
2012 Residential Rebuilds, City of Arlington Project No. PWST12014	Gra-Tex Utilities, Inc	Arlington		\$71,205.00		274	2014	Finished
Vickery Blvd Water & Sanitary Sewer Reloc Ph.II & Sanitary Sewer	Conatser	Fort Worth		\$10,909.86		275	2014	Finished
Emergency point repair at Barbara St	City of River Oaks	River Oaks		\$6,506.80		276	2014	Finished
Santa Rosa Heights & Barton Drive Sewer Line Replacements	Flow Line Utilities, Inc	Carrollton		\$16,000.00		277	2014	Finished
3545 Chaffin Road	North Richland Hills	NRH		\$20,367.50		278	2014	Finished
Sanitary Sewer Rehab Contract 78	Jackson Construction	Fort Worth		\$82,770.00		279	2014	Finished
Tri-Schools Street Improvements	Jackson Construction	Arlington		\$20,620.00		280	2014	Finished
River Oaks Addition 2014 pipebursting 6" to 8"	City of Duncanville	Duncanville		\$227,905.00		281	2014	Finished
Dallas Contract 14-079/14-080	RKM	Dallas		CANCELLED	did not do this job	282	2014	Cancelled
Contract 14-233/14-234	Atkins	Dallas		\$361,172.00		283	2014	Finished
Spring Meadow & Parker Heights	SYB	Arlington		\$195,518.00		284	2014	Finished
Jacksboro Pipe Bursting	Bowles Construction	Jacksboro		\$178,398.00		285	2014	Finished
Emergency point repair at 3533 Ruth Road	City of Richland Hills	NRH		\$4,500.00		286	2014	Finished
Sanitary Sewer System Rehab	City of North Richland Hills	NRH		\$793,626.15		287	2014	Finished
S.S. Rehab Pipe Burst Harmonson Rd	Tarrant County	NRH		\$148,329.00		288	2014	Finished
Basin 15 Wtr and Sanitary Sewer Imprvts	Gra-Tex Utilities, Inc	Arlington		CANCELLED	did not do this job	289	2014	Cancelled
University of Dallas Pipe Burst	Tri-Dal	Irving		\$34,436.00		290	2014	Finished
2013 Alley Reconstruction & SS Replacement	Fain Group	Mesquite		CANCELLED	did not do this job	291	2014	Cancelled
Paving & SS Reconstruction Jennings Dr	McClendon Construction	NRH		\$198,908.65		292	2014	Finished
Bluebonnet Street SS Replacement	Tarrant County	Saginaw		\$97,050.00		293	2014	Finished
19.1W SS Renewal Serving Spring	Bedford	Bedford		\$380,476.90		294	2014	Finished
Spring Lake Trunk Main	Wildstone Construction	Haltom City		\$114,608.00		295	2015	Finished
Dallas Contract 15-033/15-034	ARK Contracting	Dallas		\$431,063.00		296	2015	Finished
2015 Water Main & Sewer Main Repl	Town of Highland Park	Highland Park		\$498,242.20		297	2015	Finished
Wtr & SS Repl Contract 2009	Conatser	Fort Worth		\$22,395.00		298	2015	Finished
Sewer Serv Repair - Blueridge Trail	Saginaw	Saginaw		\$5,000.00		299	2015	Finished
Utility Repl & Imprvts 2014-2015	Rumsey Construction	Farmers Branch		\$67,300.00		300	2015	Finished
Crowley Road-Sewer Line Replacement	Stable & Winn Inc.	Edgecliff Village		\$51,292.00		301	2015	Finished
Water & Sanitary Sewer Replacement, WSM-D	ARK Contracting	Fort Worth		\$52,185.00		302	2015	Finished
Water Dept 2010 SS Rehab Contract No. 76	Conatser	Fort Worth		\$25,936.00		303	2015	Finished
Watauga Heights Storm Drain Improvements	ARK Contracting	Watauga		\$75,688.00		304	2015	Finished
Black Warrior Creek SS Imprvts - Phase 2	Wildstone Construction	Weatherford		\$81,500.00		305	2015	Finished
Emergency Point Repair at	City of North Richland Hills	NRH		\$6,000.00		306	2015	Finished
Boy's Ranch Sanitary Sewer Renewals	Saber Development	Bedford		\$54,150.00		307	2015	Finished
FY '12/13 Wastewater Replacement	SYB	Grand Prairie		\$32,955.00		308	2015	Finished
Sewer Line Replacement	Balch Springs	Balch Springs		\$291,778.00		309	2015	Finished
Warden Street Waterline Renewal	Benbrook	Benbrook		\$318,750.00		310	2015	Finished
West Grove Sanitary Sewer Repl	A&M Construction	Terrell		\$75,378.00		311	2015	Finished

FY15 WW Imprvts West Park Estates	City of Duncanville	Duncanville		\$879,352.30		312	2015	Finished
Edgewood Dr & Highland Meadow Circle	CD Builders	Coppel		\$22,385.00		313	2015	Finished
S Peachtree Rd Sewer Line Repl	Balch Springs	Balch Springs		\$18,330.00		314	2015	Finished
2015 Wtr & Sewr Main Repl (Edmondson)	RBR Infrastructure	Town of Highland Park		\$246,855.00		315	2015	Finished
Contract 15-175/15-176	ARK Contracting	Dallas		\$346,682.00		316	2015	Finished
2015 Water & Sewer System Capital Imprvts	City of Boyd	Boyd		\$268,087.00		317	2015	Finished
2013 SS Replacement multiple locations	City of Keller	Keller		\$172,448.00		318	2015	Finished
SS Imprvts - Sherwood Drive	Tarrant County	River Oaks		\$131,365.50		319	2015	Finished
Sanitary Sewer Pipe bursting imprvts	City of Hurst	Hurst		\$524,889.19		320	2015	Finished
Street Group 12-634, Contract 15-037/038F	Camino Construction	Dallas		\$106,965.00		321	2015	Finished
18" Storm Drain Point Repair	Highland Park	Town of Highland Park		\$4,000.00		322	2015	Finished
Storm Drain Point Repair Armstrong/Lakeside	Highland Park	Town of Highland Park		\$5,000.00		323	2015	Finished
I-35 Water and Sewer Relocations	Lake Dallas	Shady Shores		\$573,311.00		324	2015	Finished
Bellaire Dr Water & Sewer Improvements	Conatser	Fort Worth		\$157,918.50		325	2015	Finished
1108 Valencia St sewer service	Tri-Dal	Dallas		\$4,871.25		326	2015	Finished
4141 Lindbergh Dr sewer service	Tri-Dal	Addison		\$4,500.00		327	2015	Finished
Miscellaneous Wastewater Replacements	DFW Infrastructure	Grand Prairie		\$9,180.00		328	2016	Finished
TxDOT 1068-02-076 Control NH 2016 (183) I-30&360	ARK Contracting	Arlington		CANCELLED	did not do this job	329	2016	Cancelled
Emergency pre-tv	City of Benbrook	Benbrook		\$14,613.00		330	2016	Finished
2015 Misc Water Main Replacements	City of Hurst	Hurst		\$915,524.37		331	2016	Finished
Emergency manhole replacement	Benbrook	Benbrook		\$13,500.00		332	2016	Finished
Emergency Repair	Blue Mound	Blue Mound		\$95,850.00		333	2016	Finished
Mountain Creek Phase II	SJ Louis	Grand Prairie		CANCELLED	did not do this job	334	2016	Cancelled
Capetown Dr	SYB	Grand Prairie		\$58,705.00		335	2016	Finished
2016 Wtr & Swr Main repl (Euclid Ave & Guillon)	RBR Infrastructure	Town of Highland Park		\$536,816.00		336	2016	Finished
Sewer Main #2	Blue Mound	Blue Mound		\$40,715.00		337	2016	Finished
Sanitary Sewer Repl - Phase 2 Grubb Dr	Muniz Construction	Mesquite		\$18,859.00		338	2016	Finished
Bedford Boys Ranch - stone setting	City of Bedford	Bedford		\$1,500.00		339	2016	Finished
SS 6.01 Sanitary Sewer Imprvts	Town of Edgecliff Village	Edgecliff Village		\$48,350.00		340	2016	Finished
West Moore Avenue	City of Terrell	Terrell	GAS	\$574,651.00		341	2016	Finished
South Contry Club Rd	SYB	Garland		\$28,552.00		342	2016	Finished
Contract 16-013/16-014	ARK Contracting	Dallas		\$542,400.00		343	2016	Finished
Hallvale & Lockwood	Atkins	White Settlement		\$56,252.00		344	2016	Finished
2015 Alley Reconstruction	Barson Utilities	Mesquite		\$10,492.00		345	2016	Finished
Emergency Sewer Repair - Phase 1	City of Willis Point	Willis Point	GAS	\$110,280.00		346	2016	Finished
2015 Street Recon - McKamy Creek	Tiseo Paving Company	Flower Mound		CANCELLED	did not do this job	347	2016	Cancelled
Fir Park Drive Sanitary Sewer Imprvts	Tarrant County	Richland Hills		\$124,306.00		348	2016	Finished
6842 Westlake Ave	Azteca-Omega	Dallas		\$23,686.00		349	2016	Finished
Sanitary Sewer Rehabilitation Contract 92, Pt 1	City of Fort Worth	Fort Worth		\$731,498.50		350	2017	Finished
Harmonson Rd	Tarrant County	NRH		\$467,132.35		351	2017	Finished
2016 Wtr & Swr Main repl(Armstrong & Crescent)	RBR Infrastructure	Highland Park		\$412,988.00		352	2017	Finished
Contract 16-041/16-042	Atkins	Dallas		\$336,477.00		353	2017	Finished
Emergency Sewer Repair Whitehall St	Richland Hills	Richland Hills		\$4,500.00		354	2017	Finished
Emergency Sewer Service Repair	Richland Hills	Richland Hills		\$2,500.00		355	2017	Finished
Contract 2015 WSM-B, Part 3	Conatser	Fort Worth		\$26,950.00		356	2017	Finished
4600 Block of Belcraire & Lorraine Ave	Horseshoe Construction	Town of Highland Park		\$300,924.00		357	2017	Finished
4600 Block of S Versailles & Belcraire Ave	Horseshoe Construction	Town of Highland Park		\$183,075.00		358	2017	Finished
Old Tunnel Lift Station Force Main	Atkins	Aledo	GAS	\$414,310.00		359	2017	Finished
WW Rehab - 100-200 Block of Ft Worth Hwy Ph1	City of Weatherford	Weatherford		\$24,449.20		360	2017	Finished
SS Line Repl - Oakwood Terrace	Tarrant County	Eulless		\$160,473.50		361	2017	Finished
Virginia Pkwy Lanes 5 & 6	Chienier, LLC	McKinney	GAS	\$276,403.00		362	2017	Finished
TV-Inspection at W 4th & North St	City of Willis Point	Willis Point	GAS	\$2,475.00		363	2017	Finished
Creekside Estates - Phase 1 Sewer Services	History Maker Homes	Terrell	GAS	\$15,000.00		364	2017	Finished
Emergency Repair at Matthew Dr	Richland Hills	City of Richland Hills		\$54,090.00		365	2017	Finished
University Place Addition	Richardson	City of Richardson		\$212,850.00		366	2017	Finished
2017 Lake Worth Sanitary Sewer Rehabilitation	Lake Worth	City of Lake Worth		\$733,368.00		367	2017	Finished
Vance Rd	Richland Hills	City of Richland Hills		\$7,710.00		368	2017	Finished
Manhole at Apartments	Richland Hills	City of Richland Hills		\$2,000.00		369	2017	Finished
Dover Ln Sewer Repair	Richland Hills	City of Richland Hills		\$47,785.00		370	2017	Finished
Emergency Point Repair	Richland Hills	City of Richland Hills		\$5,000.00		371	2017	Finished
Contract 2011: WSM-A, Part 1	R & D Burns Brothers Construction	Fort Worth		\$262,950.00		372	2017	Finished

2017 Water Main & Sewer Main Repl (Mockingbird Lane & Southern	Highland Park	Town of Highland Park			\$684,261.80		2017	Finished
Town East Blvd	Texas Sterling	Mesquite	GAS		\$1,948,216.46		2017	Finished
FY 2017 Sanitary Sewer Rehab project	City of Euless	Euless			\$74,233.00		2017	Finished
Contract 16-233/16-234	SYB	Dallas			\$102,480.00		2017	Working
Sewer Point Repair at Boston Ave & Camp Bowie	Benbrook Water Authority	Benbrook			\$10,000.00		2017	Finished
Emergency Repair between Reeves & Bridges	Richland Hills	City of Richland Hills			\$21,660.00		2017	Finished
Contract 89	ARK Contracting	Fort Worth			\$341,120.00		2017	Finished
Water Line Lowering - 9th St PO 25962	City of Terrell	Terrell	GAS		\$2,000.00		2017	Finished
Service Installation - 1407 W Moore PO 25961	City of Terrell	Terrell	GAS		\$3,000.00		2017	Finished
Dickey Dr - Sanitary Sewer Pipe Burst	City of Euless	Euless			\$38,795.00		2017	Finished
Montreal Circle	R & D Burns Brothers Construction	Haltom City			\$60,610.00		2017	Finished
Wynne Rd Pipe Burst	City of Wills Point	Wills Point	GAS		\$58,750.00		2017	Finished
W.E Roberts St Water and Wastewater Imprvts	Grand Prairie	Grand Prairie			\$370,272.50		2017	Finished
Creekside Estates - 108 Pebble Creek	Histry Maker Homes	Terrell	GAS		\$7,000.00		2017	Finished
Veridian	SYB	Arlington			\$59,998.00		2017	Finished
Sanitary Sewer Rehabilitation Contract 82	Conatser	Fort Worth			\$315,191.00		2017	Finished
M-219 SS Rehabilitation Contract 61, Pt 2	ARK Contracting	Fort Worth			\$72,774.50		2017	Finished
2014 CIP Year 3 - Contract 8	Woody Contractors	Fort Worth			\$270,576.00		2017	Finished
Dallas Contract 17-003/17-004	ARK Contracting	Dallas			\$94,933.75		2017	Finished
3700 Mighty Mite Dr	Urban Utilities	Fort Worth			\$10,000.00		2017	Finished
Rowlett Pipe Bursting	Ragle Inc	Rowlett			\$15,400.00		2017	Finished
2014 CIP Year 3 - Contract 3	R & D Burns Brothers Construction	Fort Worth			\$301,238.00		2017	Finished
Contract 6	ARK Contracting	Fort Worth			\$40,115.00		2017	Finished
San Jacinto & Rose St	City of Terrell	Terrell	GAS		\$56,360.00		2017	Finished
Post Tv Inspection - HWY 377	City of Benbrook	Benbrook			\$8,700.00		2017	Finished
SH 10 Sanitary Sewer Pipe Burst	City of Euless	Euless			\$41,000.00		2017	Finished
Tokalon Dr - Pre Tv Inspection	Atkins	Dallas					2017	Finished
2015 Inflow and Infiltration Project	City of Grapevine	Grapevine			\$1,628,330.38		2017	Finished
Glen Hills Rd	City of Richland Hills	Richland Hills			\$67,831.00		2018	Finished
Water & WWTR Main Repl Contract 17-343/344	Muniz Construction	Dallas			\$178,091.00		2018	Finished
Norton Dr, Davidson St, Baker Blvd Pipe Burst	City of Richland Hills	Richland Hills			\$120,850.00		2018	Finished
Freeport Pkwy - Sanitary Sewer	Texas Sterling	Coppell			\$569,819.50		2018	Finished
Sanitary Sewer Rehabilitation - Contract 87	Woody Contractors	Fort Worth			\$428,604.00		2018	Finished
Manhole at Richland Rd	City of Richland Hills	Richland Hills			\$9,800.00		2018	Finished
Sanitary Sewer Replacement Project	City of Mesquite	Mesquite	GAS		\$1,354,976.72		2018	Finished
2018 Independent Water/Sewer Rehab project	City of Burleson	Burleson			\$597,559.00		2018	Finished
1305 Redbud	City of Richland Hills	Richland Hills			\$57,800.00		2018	Finished
121 Water Line	City of Richland Hills	Richland Hills			\$11,600.00		2018	Finished
Chelsea Dr	City of Edgecliff Village	Edgecliff Village			\$23,640.00		2018	Finished
American Airlines	Tri-Dal	Fort Worth			\$22,500.00		2018	Finished
Contract 18-021/18-022	ARK Contracting	Dallas			\$149,252.20		2018	Finished
Contract 18-023/18-024	John Burns	Dallas			\$300,136.37		2018	Finished
48" Slipline	City of Brownwood	Brownwood	GAS		\$77,255.00		2018	Finished
2014 CIP Year 3 - Contract 5	R & D Burns Brothers Construction	Fort Worth			\$35,360.00		2018	Finished
Contract 2016, WSM-F, Part 1	Gra-Tex Utilities, Inc	Fort Worth			\$183,047.70		2018	Finished
Buena Vista Office	Tri Dal, LLC	Dallas			\$23,400.00		2018	Finished
Substandard Utility Repl CIP No CO1706	Camino Construction	McKinney	GAS		\$173,495.00		2018	Finished
Creekside Ryan Ranch	Rich & Burns Utilities, LLC	Denton			CANCELLED	did not do this job	2018	Cancelled
Ash Park Point Repair	City of Richland Hills	Richland Hills			\$7,500.00		2018	Finished
Manning Emergency Point Repair	Gra-Tex Utilities, Inc	Colleyville			\$17,600.00		2018	Finished
Ash Park Pipebursting	City of Richland Hills	Richland Hills			\$99,512.34		2018	Finished
6828 JOHN DR. emergency sewer repair	City of Richland Hills	Richland Hills			\$15,000.00		2018	Finished
Kimbo Rd	Conatser	Fort Worth			\$132,096.00		2018	Finished
Standard Utility Repl CO-1705 Bid No. 18-51CC	Camino Construction	McKinney	GAS		\$165,402.00		2018	Finished
Latham Dr & Willow Park Dr	Richland Hills	Richland Hills			\$30,102.00		2018	Finished
FY 2018 Water & Wastewater Repl	City of Grand Prairie	Grand Prairie			\$1,126,785.81		2018	Finished
Dartmouth Avenue Improvements	AMX	Highland Park			\$600,845.85		2018	Finished
7026 Baker Blvd fire hydrant	City of Richland Hills	Richland Hills			\$8,000.00		2018	Finished
Dover Ln 12" pipe burst	City of Richland Hills	Richland Hills			\$98,128.00		2018	Finished
Million gallon water tank repair	City of Richland Hills	Richland Hills			\$9,500.00		2018	Finished
Emergency sewer repair SH80	City of Wills Point	Wills Point	GAS		\$25,000.00		2018	Finished

S. Lakeshore Dr./Summit Ridge Drive	Tiseo Paving Company	Rockwall		\$68,595.00		2018	Finished
Sanitary Sewer Rehabilitation - Contract 97	ARK Contracting	Fort Worth		\$733,332.50		2018	Finished
Water Distribution System Improvements	City of River Oaks	River Oaks		\$3,579,724.08		2018	Finished
3700 Ruth Rd	City of Richland Hills	Richland Hills		\$6,500.00		2018	Finished
6" Emergency Sewer Repair	City of Richland Hills	Richland Hills		\$7,000.00		2018	Finished
Substandard Utility Repl SH5 CO1704 Bid No. 19-08CC	SYB	McKinney	GAS	\$244,584.00		2018	Finished
Glenview Dr	Richland Hills	Richland Hills		\$19,331.00		2019	Finished
Gus Thomason	North Texas Contractors	Mesquite	GAS	\$275,209.50		2019	Finished
Pine Park Dr & Cedar Park Blvd	Tarrant County	Richland Hills		\$159,156.00		2019	Finished
7200 Richlenn Terrace Emergency Pipeburst	City of Richland Hills	Richland Hills		\$46,640.00		2019	Finished
6932 Hovenkamp	City of Richland Hills	Richland Hills		\$51,555.00		2019	Finished
Lamar Boulevard	SYB	Arlington		\$50,087.00		2019	Finished
Shiloh Road	North Texas Contractors	Garland	GAS	\$229,475.00		2019	Working
Henry Dr at Baker Blvd	City of Richland Hills	Richland Hills		\$68,951.00		2019	Finished
Sheri Ln	McClendon Construction	Hurst		\$169,476.00		2019	Finished
Armstrong Parkway Reconstruction	Axis	Highland Park		\$239,339.00		2019	Finished
Pine Park Dr & Rosebud Ln - Point Repair	Richland Hills	Richland Hills		\$12,000.00		2019	Finished
Contract 14-233/234	Atkins	Dallas		\$51,739.00		2019	Finished
4803 Abbott Ave	Colby Craig	Highland Park		\$18,000.00		2019	Finished
Grove at White Rock Hills	SYB	Dallas		\$7,000.00		2019	Finished
2019 Alley Reconstruction & Utility Improvements	Axis	Highland Park		\$1,075,768.00		2019	Finished
Emergency Water Line Repair at N. Booth Calloway & Dover Ln	City of Richland Hills	Richland Hills		\$12,000.00		2019	Finished
Dallas Contract 18-463/18-464	John Burns	Dallas		\$387,291.00		2019	Finished
Contract 18-443/444	ARK Contracting	Dallas		\$7,800.00		2019	Finished
Manhole at Roberts Cut Off	City of River Oaks	River Oaks		\$2,900.00		2019	Finished
Illinois Ave & Cockrell Hill Rd	Atkins	Dallas		\$27,700.00		2019	Finished
12" Sanitary Sewer Emergency Repair-Park Center St	Benbrook Water Authority	Benbrook		\$84,944.00		2019	Finished
WWTR Main Repl Contract 16-013/16-014	ARK Contracting	Dallas		\$16,700.00		2019	Finished
Contract 94	R&D Burns	Fort Worth		\$284,242.00		2019	Finished
Dartmouth Avenue Improvements	Axis	Highland Park		\$76,803.75		2019	Finished
3717 Oxley Dr Emerg Sewer	Richland Hills	Richland Hills		\$73,387.00		2019	Finished
Ferguson Lane	City of Duncanville	Duncanville		\$425,264.20		2019	Finished
Garwood Dr. Sanitary Sewer Improvements	Tarrant County	N. Richland Hills		\$214,704.00		2019	Finished
Lamar Street & Bowie Street	Woody Contractors	Roanoke		\$39,085.00		2019	Finished
3830 Booth Calloway 12in DIP Replacement w/ casing pipe	Richland Hills	City of Richland Hills		\$49,900.00		2019	Finished
Water Distribution System Improvements Phase II	City of River Oaks	River Oaks		\$1,888,894.25		2020	Finished
2018 Bond Street Reconstruction, Contract IB	R&D Burns	Fort Worth		\$50,830.00		2020	Finished
2018 Bond YR 3, Contract 12, Units 1 &2	McClendon Construction	Fort Worth		\$510,663.00		2020	Finished
2018 CIP YR 2, Contract 17	R&D Burns	Fort Worth		\$130,768.00		2020	Finished
Contract 2014 WSM-A Part 3	Woody Contractors	Fort Worth		\$23,064.00		2020	Finished
2020 Sanitary Sewer Renewals	Benbrook Water Authority	Benbrook		\$490,665.20		2020	Finished
Overhill Dr Reconstruction	AXIS	Highland Park		\$480,854.00		2020	Finished
Hickory St & Presston Rd Pipebursting	TriDal LLC	Frisco		\$22,025.00		2020	Finished
El Camino Real Sanitary Sewer Rehab	Eulless	Eulless		\$312,351.00		2020	Finished
Richland Hills Fire Station	Richland Hills	Richland Hills		\$40,060.00		2020	Finished
Diana Dr. & Rena Dr.	Eulless	Richland Hills		\$38,997.00		2020	Finished
FY 2020 Sanitary Sewer Rehab	Eulless	Eulless		\$388,589.00		2020	Finished
Vivian Lane	Richland Hills	Richland Hills		\$32,153.00		2020	Finished
Emergency Water Line Pipebursting	Richland Hills	Richland Hills		\$154,467.00		2020	Finished
Del Rio San Saba Ave	Benbrook Water Authority	Benbrook		\$37,145.00		2020	Finished
2015 Water Distribution & SS Rehab Sys. Imprvts PT 2	A&M Construction	Waxahachie	GAS	\$129,051.00		2020	Finished
2020 Utility Improvements	XL4	Mineral Wells	GAS	\$1,189,017.00		2021	Working
6917 Richlenn Terrace	Richland Hills	Richland Hills		\$32,300.00		2021	Finished
2018 CIP YR 2, Contract 18	R&D Burns	Fort Worth		\$469,093.00		2021	Working
3932 Van Deman Dr	Benbrook Water Authority	Benbrook		\$28,161.00		2021	Finished
Maison Dr Sanitary Sewer Improvements	Tarrant County	N. Richland Hills		\$243,868.00		2021	Closing
Powell Rd Orchid Ave Paving & Utility Imprvts	Reliable Paving	Mesquite	GAS	\$1,535,367.00		2021	Working
Hurst 2021 Misc. Street Reconstruction	Peachtree Construction	Hurst		\$183,274.00		2021	Finished
Dover Ln Emergency	Richland Hills	Richland Hills		\$151,240.00		2021	Finished
Watauga Bunker Blvd	Tarrant County	Watauga		\$301,906.00		2021	Closing
Kennedale Waterline Improvements 3rd Street	Tarrant County	Kennedale		\$409,064.00		2021	Working

Mockingbird Ln & Airline Dr Recon	Axis	Highland Park		\$409,205.00	495	Working
Livingston Drive	Flow Line Utilities, Inc	Hurst		\$51,808.00	496	Finished
Anthony Lane 8" Sewer Main Improvements	Sachse	Sachse	GAS	\$643,864.00	497	Working
2018 Bond YR 2 Contract 14	R&D Burns	Fort Worth		\$46,920.00	498	Working
Contract 20-109/20-110	Muniz Construction	Dallas		\$139,450.00	499	Working
Water and Sanitary Sewer Replacement Contract 88	Gra-Tex Utilities, Inc	Fort Worth		\$163,175.25	500	Open
Sanitary Sewer Collection System Improvements PH 3	River Oaks	River Oaks		\$419,406.00	501	Working
8" WL Repair Richland Middle School	Richland Hills	Richland Hills		\$83,075.00	502	Working
Ruth Road & Richland Road	Richland Hills	Richland Hills		\$49,100.00	503	Working
2019-2020 Utility Projects PH II	Day Services	Midlothian		\$46,500.00	504	Finished
Water & Sewer Relocation TXDOT 455	Quality Excavation	Sanger		\$193,760.00	505	Working
Abbott Ave & Sewanee Ave Rehab & Utility Imprvts	AXIS	Highland Park		\$1,051,035.00	506	Open
6210 Hillcrest Ave	TriDal LLC	Dallas (SMU)		\$28,350.00	507	Working
Dallas Contract No. 20-239/240	John Burns	Dallas		\$630,848.00	508	Open
Skyway Dr and Small Street Sewer Improvements	Grand Prairie	Grand Prairie		\$1,008,700.00	509	Open
Lake Dallas Shores Sewer Rehab	LCMUA	Lake Dallas		\$915,456.00	510	Open
NE 1st Ave NE 1st St NE 3rd Ave Water & Sewer Improvements	Mineral Wells	Mineral Wells		\$594,037.00	511	Open
2018 Bond Year 3, Contract 8	Venus Construction	Fort Worth		\$107,749.00	512	Open

**EXCEL 4 CONSTRUCTION, LLC
EQUIPMENT LIST
October 1, 2021**

5B - Unit Price Contract
Page 20 of 114

Eq ID	Make	Serial Number	Year	License Plate
AC56	Sullair 185 DPQ	125575		
AC60	Sullair 375 DPQ	200602170061		
AC61	Sullair 375 DPQ	004149198		
AC62	Sullair 185 DPQ	004147982		
AC63	Sullair 185 DPQ	004125584		
AC64	Sullair 750 Air Comp	4139545		
BH84	CAT 301.8C Excavator	CAT3018CLISB02468		
BH85	John Deere Mini 35D	FF035DX265021		
BH86	John Deere 310J Backhoe	TO310JX159496		
BH87	John Deere 14' 310G	TO310GX954706		
BH88	John Deere 310J	TO310JX159388		
BH89	John Deere 35D Mini	FF035DX265507		
BH90	John Deere 27D Mini	FF027DX224963		
BH91	John Deere 27D Mini	FF027DX224346		
BH92	John Deere 17D	FF017DXLA0220905		
BH93	John Deere 17D	FF017DXCA0220908		
BH94	Volvo EC160B	EC160V10611	2005	
BH95	John Deere 310J	TO310JX159472		
BH96	John Deere 35D Mini	1FF035DXTA0265976		
BH97	Linkbelt 210	461153	2012	
BH98	John Deere 17D	1FF017DXJBK221195		
BH99	John Deere 17D	1FF017DXLCK221561		
BH100	John Deere 310J	1TO310JXA0188825		
BH101	Atlas SBU220 Mini Excavator	BES030390	2014	
BH102	John Deere 17D Mini	1FF017DXHEK222973		
BH103	John Deere 35G Mini	1FF035GXHDK270918		
BH104	John Deere 310KEP Backhoe	1T0310EKEDG255449		
BH105	John Deere 35G Mini	1FF035GXJEK270931		
BH106	John Deere 75D Mini	1FF075DXECG014600		
BH107	John Deere 310E Backhoe	T0310EX883681	2000	
BH108	Linkbelt 210x3 Excavator	EHDK48841	2014	
BH109	John Deere 35G Mini Excavator	1FF035GXJDK270913	2014	
BH111	John Deere Backhoe Loader 310KEP	1T0310EKTEG273650		
BH112	Kobelco Excavator SK35SR-6	PX1742084	2018	
BH113	Kobelco Excavator SK35SR-6	PX1742067	2018	
BH114	Kobelco Excavator SK85CS	LF0805986		
BM1	Vermeer PL8000 Hyd Boring Machine	1VRT060VXX1000104	2000	
CM1	Gen Eye Camera	GNL2YLB		
CM2	Vutek GT400SL Camera	825		
FL1	Hyster H50FT Forklift	L177B05188D	2006	
FS4	Chrisite Fusing Machine			
FS6	Chrisite 14" Fusing Machine		1998	
FS7	McElroy 28 Fusing Machine	C02254		
FS8	McElroy 412 Fusion Machine			
FS9	McElroy Fusing Machine	9891720		
FS10	Connectra 414 Portable Fusing Machine	414SCA07002		
FS11	McElroy R28 Portable Fusing Machine	C27714		
FS12	McElroy 28 2in-8in Fusing Machine	C19211		
JJ1	Mustang ML80S Jumping Jack			
JJ2	Loncin RM85HC Jumping Jack	341366		
LD20	Bobcat Track Loader T590	A3NR12191		
LD21	John Deere 544K QC Wheel Loader	DW544KZEA0633128		
LD22	Kawasaki 67z7 Wheel Loader	65J5-5175		
LD23	Bobcat Track Skid Steer T590	ALJU20053		
LD24	Hitachi Wheel Loader	RYUPTC60TH8505286	2019	
LS1	Trimble DG613 Laser	17319674		
LT1	MagnumPro MLT3060 Light Tower			

MS23	Grundo 8" Missile	RF22005346866	5B - Unit Price Contract	
MS25	Earth Tool 7" Rev Missile	125953	2010	Page 21 of 114
MS26	Grundo Herc Missile	RF2202236828		
MS27	Grundo 12" - 14"	RF2707486731		
MS28	9" Grundo Missile	PCG220949V008		
MS29	Hercules Grundo Missile	RF2202516928		
MS30	Hercules 8" Missile			
MS31	Grundo 75P Missile	P75624S18159		
RL1	Bomag BMP851	101720061396		
RL2	Wacker Roller RT56SC	5920880	2010	
RL3	Bomag BMP8500 Trench Roller	101720112647		
RL4	Vibromax W255 Roller	JKC5305002		
RM1	Mutiquip MTX70 HD Rammer	C9578		
RM2	Mutiquip MTX70 HD Rammer	C9600		
ST1	Hammerhead Static Machine	PB30G220019		
ST2	Grundoburst 800G	507125		
SW1	Laymore 8HC Sweeper	33114		
SW2	Laymore 8HC Sweeper	34057		
TK79	Chevy Silverado	1GCHC29U06E286911	2006	CFR9143
TK84	2008 Chevy Silverado	1GCHC29KX8E152179	TK84D - Diesel Tank	FHH3001
TK85	Chevy Silverado	1GCHC29K88E162287	2008	FHH3002
TK86	2006 Chevy Silverado	1GCHC29U06E281112	TK86D - Diesel Tank	DLS7488
TK88	International Dump Truck	1HSHGBGR2PH526034	1993	NNZ7359
TK89	2004 Ford F250	1FTNW21P74EC27755	2004	DJW7992
TK90	TV Chevy Van	2GBHG31K7M4120164	1991	FBH5590
TK91	Dodge 5500 Flatbed Truck	3D6WD76A68G200504	2008	FBH8894
TK93	GMC Jet Truck	J8DC4B1K1V7006030	1997	FMN0063
TK96	Mack Dump Truck	1M2AA18Y71W140770	2001	KTH8281
TK97	Dodge 5500 Flatbed	3D6WD76A88G115616	2008	HVF0174
TK98	Chevy 2500HD	1GC1KVC2DF243378	2013	HTC5653
TK99	Chevy 2500 HD	1GC2CUEG2FZ109710	2015	HTC5652
TK100	Chevy Silverado 2500	1GC2CUEG8GZ366727	2016	JCV7626
TK101	Ford F-350	1FT8W3BT2EEA84066	2014	JBV0481
TK105	Chevy Silverado 2500	1GC1KUEG2JF207872	2018	KRD9214
TK106	Chevy Express 3500	1GCHG39R511187457	2001	KWY0697
TK109	2019 Ford F250	1FT7W2B69KEC57741	2019	LHD2756
TK110	2019 Ford F550	1FDUF5HT9KDA19648	2019	NFB7905
TK111	International Tractor Trailer	3HSCNAPR15N136961	2005	1M39764
TK112	FORD F-250	1FT7W2A63MEC09222	2021	PFM4948
TK113	Ford F-250 Super Duty	1FT7W2A64NEC70242	2022	RFM9957
TK114	Ford F-250 Super Duty	1FT7W2A62NEC70241	2022	RFM9958
TL68	Wells Cargo	11WHC1620YW251460	2000	796080H
TL70	Well Cargo	1W4200G2152053049	2005	09564K
TL76	16' Black Homemade Trailer			31043E
TL77	Well Cargo	11WEC14201W261126	2001	253432H
TL78	Loadtrail Trailer	4ZECF182671032054	2007	336570J
TL87	Park 24' Equip Trailer	13ZPF2929A1000923	2010	336571J
TL88	Well Cargo	11WEC1627TW224025	1996	065678K
TL89	5x8 Cargo Trailer	571BE0811FM009476	2015	983705H
TL90	Big Tex Equip trailer	16VGX3528F6022179	2015	766098K
TL92	CargoMate 16' trailer	49TCB162XH1022958	2017	010833K
TL93	McGee Utility Trailer	1M9BP1212FC700151	2016	546689K
TL94	Blk 5x10 Utility trailer	4YMBU101XHT043859	2017	922044J
TL95	Pipe Hunter Sewer Machine	1T9PG1523TP394077	1996	933852J
TL96	CargoMate 16' trailer	49TCB1625J1026969	2018	009153K
TL97	TowMaster T-10T Trailer	4KNNT1628CL160513	2012	332845H
TL98	Inte UT Cargo Trailer	4RACS14203N024117	2003	065662K
TL99	Cargo 20'x8.5' Trailer	11WHC20258W301977	2008	194982K
TL100	Petro 1500 Gal Vacuum Trailer	19095	1990	348839K
TL101	West Tex End Dump	1W9SB38265A001054	2005	174C969
TL102	Carr UT Trailer	4YMBU1018HT043858	2017	766097K

TL103	Pup Trailer	N/A	UNK	5B - Unit Price Contract	
TL104	KBAR Trailer	4K1PT4C19MK009588	2021	Page 22 of 44	108516M
WH31	Hammerhead HG12 Winch	0314598	2003		907M39
WH32	Hammerhead HG12 Winch	1E9WC14235C196123			

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

6. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

7. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

8. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

9. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

10. Project: _____

Current Status: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

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

Chase Bank Alberto Rios 817 222 7927

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? NO
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? NO
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO

I, being duly sworn deposes and says that the information

Provided herein is true and sufficiently complete so as not to be misleading.

Date this 10th day of January, 2022

Name of
Organization: Excel 4 Construction, LLC

By: [Signature]

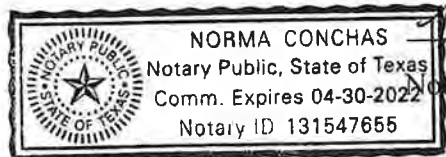
Title: President

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME the undersigned authority, on this day personally appeared _____
Luis Conchas, known to me to be the person whose name subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the
purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of January 2022



[Signature]
Notary Public in and for Tarrant County, Texas

BID PROPOSAL FOR
FY 2022 DRAINAGE, WATER & SANITARY SEWER
UNIT PRICE CONTRACT
FOR THE
CITY OF RICHLAND HILLS, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT
DOCUMENTS)

Date: 01/10/2022

TO: CITY OF RICHLAND HILLS
3200 DIANA DR.
RICHLAND HILLS, TX 76118

FOR: FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE
CONTRACT

Pursuant to the foregoing "NOTICE TO BIDDERS", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the construction documents and Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

PROPOSAL FOR
FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE
CONTRACT

The undersigned bidder acknowledges receipt of the following Addenda (if none received then write NONE of N/A across the blanks):

Addendum No. 1 Date Received _____ 2021

Addendum No. 2 Date Received 6/1/04 2021

Contractor shall also acknowledge receipt of Addenda on the outside of your Bid Envelope.

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him. Work will be completed as assigned. Total time allowed for each task order will vary depending the project. This contract is good through the duration of Richland Hills FY 2022, September 30, 2022.

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the CITY OF RICHLAND HILLS in the amount of five percent (5%) of the maximum contract amount of \$500,000.00, which is to become the property of the CITY OF RICHLAND HILLS, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed:



Company:

Excel 4 Construction, LLC

Address:

PO Box 4739

Fort Worth TX 76124

Email:

Conchas_XL4@yahoo.com

Phone:

(817) 457-3399

Mobile:

Fax:

Submitted By

Excel 4 Construction, LLC

(Corporation) (Co-Partnership) (Individual)

Doing Business As

Excel 4 Construction LLC

SEAL
If Bidder is
Corporation

CONTRACT BID PROPOSAL FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT						
Item No.	Description	Unit of Measure	Quantity Range	Bid Quantity	Unit Price	Bid Value
1a	Mobilization & General Site Preparation (\$0-\$10,000 Task Order Amount)	LS	1	1	\$ 2,000.00	\$ 2,000.00
1b	Mobilization & General Site Preparation (\$10,001-\$25,000 Task Order Amount)	% Task amount	1	20%	\$2,000.20-\$5,000.00	\$ 5,000.00
1c	Mobilization & General Site Preparation (\$25,001-\$50,000 Task Order Amount)	% Task amount	1	10%	\$2,500.10-\$5,000.00	\$ 5,000.00
1d	Mobilization & General Site Preparation (\$50,001-\$100,000 Task Order Amount)	% Task amount	1	10%	\$5,000.10-\$10,000	\$ 10,000.00
1e	Mobilization & General Site Preparation (\$100,001-\$500,000 Task Order Amount)	% Task amount	1	5%	\$5,050.00-\$25,000.00	\$ 25,000.00
2a	Construction Staking (\$0-\$10,000 Task Order Amount)	LS	1	1	\$ 850.00	\$ 850.00
2b	Construction Staking (\$10,001-\$25,000 Task Order Amount)	LS	1	1	\$ 1,000.00	\$ 1,000.00
2c	Construction Staking (\$25,001-\$50,000 Task Order Amount)	LS	1	1	\$ 1,500.00	\$ 1,500.00
2d	Construction Staking (\$50,001-\$100,000 Task Order Amount)	LS	1	1	\$ 2,000.00	\$ 2,000.00
2e	Construction Staking (\$100,001-\$500,000 Task Order Amount)	LS	1	1	\$ 2,500.00	\$ 2,500.00
3	Barricades, Warning and Detour Signs, and Traffic Handling	Working Days	0-5	5	\$ 400.00	\$ 2,000.00
			6-10	10	\$ 400.00	\$ 4,000.00
			11-20	20	\$ 400.00	\$ 8,000.00
			21-40	40	\$ 400.00	\$ 16,000.00
4	Sawcut and Remove Existing Asphalt Pavement	LS	UP TO 40 SF	1	\$ 1,000.00	\$ 1,000.00
		SF	41-100	100	\$ 7.00	\$ 700.00
			151-500	500	\$ 5.00	\$ 2,500.00
5	Sawcut and Remove Existing Concrete Pavement	LS	UP TO 40 SF	1	\$ 2,500.00	\$ 2,500.00
		SF	41-150	150	\$ 10.00	\$ 1,500.00
			151-500	500	\$ 7.00	\$ 3,500.00
6	Sawcut and Remove Existing Concrete Driveway	LS	UP TO 40 SF	1	\$ 300.00	\$ 300.00
		SF	41-150	150	\$ 12.00	\$ 1,800.00
			151-500	500	\$ 8.00	\$ 4,000.00
7	Sawcut and Remove Existing Concrete Curb and Gutter	LS	UP TO 40'	1	\$ 2,000.00	\$ 2,000.00
		LF	41-200	200	\$ 8.00	\$ 1,600.00
			201-500	500	\$ 5.00	\$ 2,500.00
			501-1000	1000	\$ 6.00	\$ 6,000.00
8	Unclassified Street Excavation	LS	UP TO 200 CY	1	\$ 35,000.00	\$ 35,000.00
		CY	201-500	500	\$ 60.00	\$ 30,000.00
			501-2000	2000	\$ 53.00	\$ 106,000.00
			2001-5000	5000	\$ 50.00	\$ 250,000.00
9	Flowable Fill	LS	UP TO 20 CY	1	\$ 2,500.00	\$ 2,500.00
		CY	21-50	50	\$ 125.00	\$ 6,250.00
			51-100	100	\$ 125.00	\$ 12,500.00
			101-500	500	\$ 125.00	\$ 62,500.00
10	Block Sodding	LS	UP TO 100 SY	1	\$ 4,500.00	\$ 4,500.00
		SY	101-250	250	\$ 16.00	\$ 4,000.00
			251-1000	1000	\$ 10.00	\$ 10,000.00
11	Hydromulch Seeding	LS	UP TO 100 SY	1	\$ 1,500.00	\$ 1,500.00
		SY	101-250	250	\$ 5.00	\$ 1,250.00
			251-1000	1000	\$ 4.00	\$ 4,000.00
12	6-Inch Thick Grade A, Type 1 or 2 Flex Base	LS	UP TO 40 SY	1	\$ 4,500.00	\$ 4,500.00
		SY	41-150	150	\$ 26.00	\$ 3,900.00
			151-500	500	\$ 23.00	\$ 11,500.00
13	4-Inch Thick HMA Type "B" Base Course	LS	UP TO 40 SY	1	\$ 9,575.00	\$ 9,575.00
		SY	41-150	150	\$ 60.00	\$ 9,000.00
			151-500	500	\$ 56.00	\$ 28,000.00
14	2-Inch Thick HMA Type "D" Surface Course	LS	UP TO 40 SY	1	\$ 8,500.00	\$ 8,500.00
		SY	41-150	150	\$ 39.00	\$ 5,850.00
			151-500	500	\$ 37.00	\$ 18,500.00
15	6-inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Pavement	LS	UP TO 40 SY	1	\$ 15,000.00	\$ 15,000.00
		SY	41-150	150	\$ 84.00	\$ 12,600.00
			151-500	500	\$ 83.00	\$ 41,500.00
16	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Driveway and Approach	LS	UP TO 40 SY	1	\$ 6,400.00	\$ 6,400.00
		SY	41-150	150	\$ 80.00	\$ 12,000.00
			151-500	500	\$ 78.00	\$ 39,000.00
17	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Valley Gutter	LS	UP TO 40 SY	1	\$ 9,400.00	\$ 9,400.00
		SY	41-150	150	\$ 135.00	\$ 20,250.00
			151-500	500	\$ 105.00	\$ 52,500.00

18	6-Inch Concrete Curb and Gutter	LS	UP TO 40'	1	\$	2,400.00	\$	2,400.00
		LF	41-200	200	\$	30.00	\$	6,000.00
			201-500	500	\$	25.00	\$	12,500.00
			501-1000	1000	\$	25.00	\$	25,000.00
19	Trench Safety for Storm Drain Lines	LS	UP TO 8'	1	\$	500.00	\$	500.00
		LF	9-40	1	\$	600.00	\$	600.00
			41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	6.00	\$	3,000.00
			501-1000	1000	\$	6.00	\$	6,000.00
20	18-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	4,800.00	\$	4,800.00
		LF	9-40	1	\$	6,100.00	\$	6,100.00
			41-100	100	\$	90.00	\$	9,000.00
			101-500	500	\$	90.00	\$	45,000.00
			501-1000	1000	\$	90.00	\$	90,000.00
21	24-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	5,000.00	\$	5,000.00
		LF	9-40	1	\$	6,800.00	\$	6,800.00
			41-100	100	\$	118.00	\$	11,800.00
			101-500	500	\$	118.00	\$	59,000.00
22	30-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	510.00	\$	510.00
		LF	9-40	1	\$	7,600.00	\$	7,600.00
			41-100	100	\$	160.00	\$	16,000.00
			101-500	500	\$	160.00	\$	80,000.00
23	36-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	5,400.00	\$	5,400.00
		LF	9-40	1	\$	9,100.00	\$	9,100.00
			41-100	100	\$	236.00	\$	23,600.00
			101-500	500	\$	236.00	\$	118,000.00
24	Storm Sewer Pre-Construction Television Inspection	LS	UP TO 8'	1	\$	350.00	\$	350.00
		LF	9-40	1	\$	350.00	\$	350.00
			41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	6.00	\$	3,000.00
25	Storm Sewer Post-Construction Television Inspection	LS	UP TO 8'	1	\$	350.00	\$	350.00
		LF	9-40	1	\$	350.00	\$	350.00
			41-100	100	\$	4.00	\$	400.00
			101-500	500	\$	4.00	\$	2,000.00
26	10-Foot Standard Curb Inlet	EA	1-2	2	\$	5,100.00	\$	10,200.00
			3-5	5	\$	5,100.00	\$	25,500.00
27	Clear Inlet/Storm Drain Blockage	EA	1-3	3	\$	3,500.00	\$	10,500.00
			4-10	10	\$	3,500.00	\$	35,000.00
28	Trench Safety for Water Lines	LS	UP TO 14'	1	\$	500.00	\$	500.00
		LF	15-40	1	\$	500.00	\$	500.00
			41-100	100	\$	5.00	\$	500.00
			101-500	500	\$	3.00	\$	1,500.00
			501-1000	1000	\$	3.00	\$	3,000.00
29	Remove Water Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	2,500.00	\$	2,500.00
		LF	15-40	1	\$	2,500.00	\$	2,500.00
			41-100	100	\$	26.00	\$	2,600.00
			101-500	500	\$	26.00	\$	13,000.00
			501-1000	1000	\$	26.00	\$	26,000.00
30	Abandon Water Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	850.00	\$	850.00
		LF	14-40	1	\$	1,200.00	\$	1,200.00
			41-100	100	\$	20.00	\$	2,000.00
			101-500	500	\$	20.00	\$	10,000.00
31	Remove & Salvage Existing Fire Hydrant	EA	1-2	2	\$	500.00	\$	1,000.00
			3-5	5	\$	500.00	\$	2,500.00
32	Remove & Salvage Existing Water Valve	EA	1-2	2	\$	300.00	\$	600.00
			3-5	5	\$	300.00	\$	1,500.00
33	6-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$	3,500.00	\$	3,500.00
		LF	15-40	1	\$	4,800.00	\$	4,800.00
			41-100	100	\$	120.00	\$	12,000.00
			101-500	500	\$	112.00	\$	56,000.00
			501-1000	1000	\$	108.00	\$	108,000.00

34	8-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$ 3,500.00	\$ 3,500.00
			15-40	1	\$ 5,000.00	\$ 5,000.00
		LF	41-100	100	\$ 130.00	\$ 13,000.00
			101-500	500	\$ 126.00	\$ 63,000.00
			501-1000	1000	\$ 122.00	\$ 122,000.00
35	10-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$ 3,500.00	\$ 3,500.00
			15-40	1	\$ 5,500.00	\$ 5,500.00
		LF	41-100	100	\$ 145.00	\$ 14,500.00
			101-500	500	\$ 142.00	\$ 71,000.00
			501-1000	1000	\$ 138.00	\$ 138,000.00
36	6-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 3,800.00	\$ 3,800.00
			15-40	1	\$ 4,500.00	\$ 4,500.00
		LF	41-100	100	\$ 105.00	\$ 10,500.00
			101-500	500	\$ 96.00	\$ 48,000.00
			501-1000	1000	\$ 95.00	\$ 95,000.00
37	8-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 3,800.00	\$ 3,800.00
			15-40	1	\$ 5,000.00	\$ 5,000.00
		LF	41-100	100	\$ 125.00	\$ 12,500.00
			101-500	500	\$ 120.00	\$ 60,000.00
			501-1000	1000	\$ 118.00	\$ 118,000.00
38	10-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 4,200.00	\$ 4,200.00
			15-40	1	\$ 5,500.00	\$ 5,500.00
		LF	41-100	100	\$ 145.00	\$ 14,500.00
			101-500	500	\$ 140.00	\$ 70,000.00
			501-1000	1000	\$ 138.00	\$ 138,000.00
39	AWWA C900 PVC DR 18 (Class 150) 2" Water Line Lowering	LS	UP TO 20'	1	\$ 4,500.00	\$ 4,500.00
40	AWWA C900 PVC DR 18 (Class 150) 3" Water Line Lowering	LS	UP TO 20'	1	\$ 5,000.00	\$ 5,000.00
41	AWWA C900 PVC DR 18 (Class 150) 4" Water Line Lowering	LS	UP TO 20'	1	\$ 5,500.00	\$ 5,500.00
42	AWWA C900 PVC DR 18 (Class 150) 6" Water Line Lowering	LS	UP TO 20'	1	\$ 6,100.00	\$ 6,100.00
43	AWWA C900 PVC DR 18 (Class 150) 8" Water Line Lowering	LS	UP TO 20'	1	\$ 6,500.00	\$ 6,500.00
44	2-Inch Temporary Water Line with Meter Connections	LF	1-100	100	\$ 20.00	\$ 2,000.00
			101-500	500	\$ 16.00	\$ 8,000.00
			501-1000	1000	\$ 15.00	\$ 15,000.00
45	3-Inch Temporary Water Line with Meter Connections	LF	1-100	100	\$ 20.00	\$ 2,000.00
			101-500	500	\$ 16.00	\$ 8,000.00
			501-1000	1000	\$ 15.00	\$ 15,000.00
46	6-Inch Gate Valve	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
47	8-Inch Gate Valve	EA	1-2	2	\$ 1,600.00	\$ 3,200.00
			3-5	5	\$ 1,600.00	\$ 8,000.00
48	10-Inch Gate Valve	EA	1-2	2	\$ 2,200.00	\$ 4,400.00
			3-5	5	\$ 2,200.00	\$ 11,000.00
49	6-Inch Cut In Gate Valve	EA	1-2	2	\$ 2,100.00	\$ 4,200.00
			3-5	5	\$ 2,100.00	\$ 10,500.00
50	8-Inch Cut In Gate Valve	EA	1-2	2	\$ 2,600.00	\$ 5,200.00
			3-5	5	\$ 2,600.00	\$ 13,000.00
51	Connect to Water Line (Existing or Proposed up to 10-inch)	EA	1-2	2	\$ 6,000.00	\$ 12,000.00
			3-5	5	\$ 6,000.00	\$ 30,000.00
52	3/4" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
53	1" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 1,500.00	\$ 3,000.00
			3-5	5	\$ 1,500.00	\$ 7,500.00
54	2" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 2,500.00	\$ 5,000.00
			3-5	5	\$ 2,500.00	\$ 12,500.00
55	3/4" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 1,600.00	\$ 3,200.00
			3-5	5	\$ 1,600.00	\$ 8,000.00
56	1" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 2,000.00	\$ 4,000.00
			3-5	5	\$ 2,000.00	\$ 10,000.00
57	2" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 2,600.00	\$ 5,200.00
			3-5	5	\$ 2,600.00	\$ 13,000.00
58	3/4" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
59	1" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$ 1,300.00	\$ 2,600.00
			3-5	5	\$ 1,300.00	\$ 6,500.00

60	2" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$	2,400.00	\$	4,800.00
			3-5	5	\$	2,400.00	\$	12,000.00
61	3/4" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	1,300.00	\$	2,600.00
			3-5	5	\$	1,300.00	\$	6,500.00
62	1" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	1,600.00	\$	3,200.00
			3-5	5	\$	1,600.00	\$	8,000.00
63	2" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	2,000.00	\$	4,000.00
			3-5	5	\$	2,000.00	\$	10,000.00
64	Fire Hydrant Assembly	EA	1-2	2	\$	4,600.00	\$	9,200.00
			3-5	5	\$	4,600.00	\$	23,000.00
65	Adjust Water Valve Stack to Grade	EA	1-2	2	\$	300.00	\$	600.00
			3-5	5	\$	300.00	\$	1,500.00
66	Concrete Pad for Water Valves	EA	1-2	2	\$	175.00	\$	350.00
			3-5	5	\$	175.00	\$	875.00
67	Trench Safety Sanitary Sewer Lines	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	3.00	\$	1,500.00
			501-1000	1000	\$	3.00	\$	3,000.00
68	Remove Sanitary Sewer Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	2,500.00	\$	2,500.00
			15-40	1	\$	2,500.00	\$	2,500.00
		LF	41-100	100	\$	16.00	\$	1,600.00
			101-500	500	\$	16.00	\$	8,000.00
			501-1000	1000	\$	16.00	\$	16,000.00
69	Abandon Sanitary Sewer Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	850.00	\$	850.00
			15-40	1	\$	1,200.00	\$	1,200.00
		LF	41-100	100	\$	20.00	\$	2,000.00
			101-500	500	\$	20.00	\$	10,000.00
			501-1000	1000	\$	20.00	\$	20,000.00
70	Remove Existing Sanitary Sewer Manhole	EA	1-2	2	\$	500.00	\$	1,000.00
			3-5	5	\$	500.00	\$	2,500.00
71	4-foot Diameter Standard Sanitary Sewer Manhole (0 to 6 feet deep) with concrete blockout	EA	1-2	2	\$	4,600.00	\$	9,200.00
			3-5	5	\$	4,600.00	\$	23,000.00
72	4-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with concrete blockout	EA	1-2	2	\$	5,500.00	\$	11,000.00
			3-5	5	\$	5,500.00	\$	27,500.00
73	Extra Depth for 4-foot Diameter Sanitary Sewer Manhole	VF	1-10	10	\$	250.00	\$	2,500.00
			11-25	25	\$	250.00	\$	6,250.00
			26-50	50	\$	250.00	\$	12,500.00
74	Sanitary Sewer Access Device	EA	1-2	2	\$	4,200.00	\$	8,400.00
			3-5	5	\$	4,200.00	\$	21,000.00
75	6-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	5,400.00	\$	5,400.00
			15-40	1	\$	4,800.00	\$	4,800.00
		LF	41-100	100	\$	88.00	\$	8,800.00
			101-500	500	\$	86.00	\$	43,000.00
			501-1000	1000	\$	86.00	\$	86,000.00
76	8-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	5,800.00	\$	5,800.00
			15-40	1	\$	5,200.00	\$	5,200.00
		LF	41-100	100	\$	103.00	\$	10,300.00
			101-500	500	\$	100.00	\$	50,000.00
			501-1000	1000	\$	100.00	\$	100,000.00
77	10-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	6,200.00	\$	6,200.00
			15-40	1	\$	6,000.00	\$	6,000.00
		LF	41-100	100	\$	110.00	\$	11,000.00
			101-500	500	\$	108.00	\$	54,000.00
			501-1000	1000	\$	108.00	\$	108,000.00
78	12-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	7,000.00	\$	7,000.00
			15-40	1	\$	6,600.00	\$	6,600.00
		LF	41-100	100	\$	125.00	\$	12,500.00
			101-500	500	\$	124.00	\$	62,000.00
			501-1000	1000	\$	124.00	\$	124,000.00
79	6-inch HDPE IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,000.00	\$	5,000.00
			15-40	1	\$	5,000.00	\$	5,000.00
		LF	41-100	100	\$	99.00	\$	9,900.00
			101-500	500	\$	97.00	\$	48,500.00
			501-1000	1000	\$	97.00	\$	97,000.00

80	8-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,000.00	\$	5,000.00
			15-40	1	\$	5,000.00	\$	5,000.00
		LF	41-100	100	\$	105.00	\$	10,500.00
			101-500	500	\$	103.00	\$	51,500.00
			501-1000	1000	\$	103.00	\$	103,000.00
81	10-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,800.00	\$	5,800.00
			15-40	1	\$	5,800.00	\$	5,800.00
		LF	41-100	100	\$	125.00	\$	12,500.00
			101-500	500	\$	123.00	\$	61,500.00
			501-1000	1000	\$	123.00	\$	123,000.00
82	12-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	8,600.00	\$	8,600.00
			15-40	1	\$	8,600.00	\$	8,600.00
		LF	41-100	100	\$	145.00	\$	14,500.00
			101-500	500	\$	142.00	\$	71,000.00
			501-1000	1000	\$	142.00	\$	142,000.00
83	6-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	5,600.00	\$	5,600.00
			15-40	1	\$	5,300.00	\$	5,300.00
		LF	41-100	100	\$	98.00	\$	9,800.00
			101-500	500	\$	96.00	\$	48,000.00
			501-1000	1000	\$	96.00	\$	96,000.00
84	8-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	6,000.00	\$	6,000.00
			15-40	1	\$	6,000.00	\$	6,000.00
		LF	41-100	100	\$	105.00	\$	10,500.00
			101-500	500	\$	103.00	\$	51,500.00
			501-1000	1000	\$	103.00	\$	103,000.00
85	10-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	6,200.00	\$	6,200.00
			15-40	1	\$	6,200.00	\$	6,200.00
		LF	41-100	100	\$	122.00	\$	12,200.00
			101-500	500	\$	120.00	\$	60,000.00
			501-1000	1000	\$	120.00	\$	120,000.00
86	12-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	7,600.00	\$	7,600.00
			15-40	1	\$	7,600.00	\$	7,600.00
		LF	41-100	100	\$	141.00	\$	14,100.00
			101-500	500	\$	138.00	\$	69,000.00
			501-1000	1000	\$	138.00	\$	138,000.00
87	10-inch Steel Casing (Open Cut)	LF	1-20	20	\$	160.00	\$	3,200.00
	21-100		100	\$	160.00	\$	16,000.00	
88	12-inch Steel Casing (Open Cut)	LF	1-20	20	\$	180.00	\$	3,600.00
			21-100	100	\$	180.00	\$	18,000.00
89	Concrete Encasement	LF	1-20	20	\$	86.00	\$	1,720.00
			21-100	100	\$	60.00	\$	6,000.00
90	4-Inch Sanitary Sewer Service Line (Short)	EA	1-5	5	\$	1,100.00	\$	5,500.00
			6-15	15	\$	1,100.00	\$	16,500.00
91	4-Inch Sanitary Sewer Service Line (Long)	EA	1-5	5	\$	1,500.00	\$	7,500.00
			6-15	15	\$	1,500.00	\$	22,500.00
92	Sanitary Sewer Bypass Pumping	Day	0.5-2	2	\$	8,500.00	\$	17,000.00
			3-15	15	\$	6,000.00	\$	90,000.00
93	Sanitary Sewer Pre-Construction Television Inspection	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	5.00	\$	500.00
			101-500	500	\$	5.00	\$	2,500.00
			501-1000	1000	\$	5.00	\$	5,000.00
94	Sanitary sewer Post-Construction Television Inspection	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	4.00	\$	400.00
			101-500	500	\$	4.00	\$	2,000.00
			501-1000	1000	\$	4.00	\$	4,000.00
95	Silt Fence	LS	UP TO 40'	1	\$	650.00	\$	650.00
			41-100	100	\$	8.00	\$	800.00
		LF	101-500	500	\$	8.00	\$	4,000.00
			501-1000	1000	\$	8.00	\$	8,000.00
96	Inlet Protection	EA	1-2	2	\$	2,000.00	\$	4,000.00
			3-5	5	\$	2,000.00	\$	10,000.00
TOTAL BASE BID (BID AMOUNT FOR DETERMINING BID RANKINGS ONLY)								\$ 6,015,780.00

Addendum No. 2

FY 22 Drainage, Water & Sanitary Sewer Unit Price Contract

Bids Received Until: 2:00 p.m. Monday, January 10, 2022
City of Richland Hills
3200 Diana Dr.
Richland Hills, Texas 76118

This addendum modifies the plans and bid documents for the subject project and shall become a part of the contract documents. Bidders shall acknowledge receipt of this addendum in the space provided on page I-17 of the Bidding Documents, and also on the outside of your bid envelope. Failure to include this addendum in the bid proposal will subject bidder to disqualification.

Please note the following summary of corrections, revisions and clarifications to the subject project bidding documents. A complete revised bid document is being issued with this addendum to cover changes.

1A. This contract has been modified to include drainage. It is no longer “Water & Sanitary Sewer” and is now “Drainage, Water & Sanitary Sewer” Unit Price Contract.

1B. Modified many of the bid items ‘low quantity’ amount to reflect lump sum cost as opposed to unit price. Other changes in quantity ranges have been made. Refer to the modified Contract Bid Proposal Sheets 1-5.

1C. Modified many of the bid items technical specifications. Refer to the updated technical specifications (Section IV) which are a complete replacement from the original document.

1D. Added many water and sanitary sewer related bid items. Refer to the modified Contract Bid Proposal Sheets 1-5. Also, refer to the updated technical specifications (Section IV).

1E. Changes to clarify that bonding for performance, payment and maintenance bonds are required **ONLY** for task orders **EXCEEDING** \$25,000. This change has been made throughout the bid documents.

1F. Clarifications that time to complete task orders will be determined and agreed upon by the City and Contractor at the time of each task order assignment. Timing for beginning work prior to liquidated damages being applied has been moved to 22 days instead of 15 days. Refer to Page III-1.

1G. Contractor questions from pre-bid relating to utility unit price contract:

Q: Request for consideration in moving the drainage bid items out of the Streets contract and into the utility contract.

A: Drainage items have added to this utility Unit Price Contract. See Item 1A above.

Q: How should 'low quantity' items be priced? It is dangerous for the contractor to unit price smaller quantities. Suggest bidding these amounts as lump sum.

A: "Low quantity" items have been modified to be priced as a lump sum. See item 1B above.

Q: Request for consideration in not requiring bonding for any task order under \$25,000.

A: Performance, Payment, and Maintenance bonds have been clarified to reflect that a minimum \$25,000 task order is required in order to require these bonds. See item 1E above.

Q: How will liquidated damages be determined?

A: Liquidated damages will be assessed per each task order assignment based on the agreed upon timing for a given task order. See Item 1F above.

Please acknowledge the receipt of Addendum No. 2 on **the outside of your Bid Envelope** and in the **Bid Proposal**.

Prepared By:
David Burkett, P.E.

David A. Burkett 01/04/2022
Project Manager Halff Associates, Inc. Date

Receipt of This Addendum is Hereby Acknowledged:

Excel 4 Construction, LLC
Company

Luis Conchas
Printed Name

L Conchas 1/10/2022
Signature Date

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, Excel 4 Construction, LLC, as Principal, hereinafter called the Principal, and the Washington International Insurance Company, a Corporation created and existing under the laws of the State of New Hampshire, whose principal office is in Kansas City, MO, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Richland Hills, Texas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount bid Dollars (\$ -----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

FY 2022 Drainage, Water & Sanitary Sewer Unit Price Contract

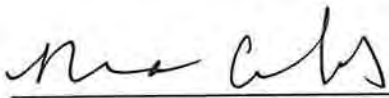
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of January, A.D. 2022.

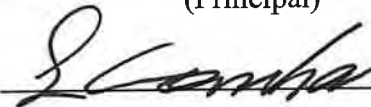
Witness:

Excel 4 Construction, LLC
(Principal)

By:



By



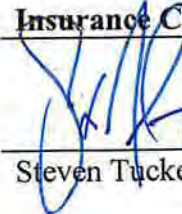
(SEAL)

Witness:

Washington International Insurance Company



By



Steven Tucker, Attorney-in-Fact

(SEAL)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, AND ROBERTA H. ERB

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

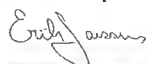
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 20 21.

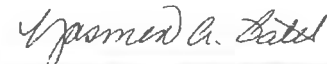
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

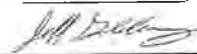




Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of January, 20 22.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

STANDARD FORM OF AGREEMENT

As Adopted by
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF **TEXAS**
COUNTY OF TEXAS **TARRANT**

This AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the CITY OF RICHLAND HILLS, of the County of TARRANT and State of Texas acting through EDWARD LOPEZ, MAYOR thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, the City of RICHLAND HILLS, County of TARRANT and State of TEXAS, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements and described as follows:

FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice of Contractors, General and Special Conditions of Agreement, Construction Documents and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as

prepared by THE CITY OF RICHLAND HILLS, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) days after the date written notice to do so for each task order. Completion of each task order will be completed based on the agreed to time for each task order, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day I first above written.

The CITY OF RICHLAND HILLS

Party of the First Part (OWNER)

Party of the Second Party (CONTRACTOR)

By _____

By _____

ATTEST:

ATTEST:

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF TARRANT }

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____ and State of _____ as principal, and _____ authorized under the laws of the State of _____ to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF RICHLAND HILLS (OWNER), in the penal sum of (_____) _____ the payment whereof, the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____ 20____, to perform:

FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Construction Documents hereto annexed, 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 (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter or Article to the same extent as if it copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition of the contract, or to the work performed thereunder, or the construction documents or drawings 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 to be performed thereunder.

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

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:

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF TARRANT }

KNOW ALL PERSONS BY THESE PRESENTS: That _____
_____ of the City of _____ and State of _____, as principal, and _____
_____ authorized under the laws of the State of _____
_____ to act as surety on bonds for principals, are held and firmly bound unto THE
CITY OF RICHLAND HILLS (Owner), in the penal sum of _____
_____ (_____) the payment whereof, the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____ 20____, to construct:

FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

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

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and/or material to him and/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 Article 5160
of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be
determined in accordance with the provisions of said Article to the same extent as if it were
copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the construction
documents or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

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:

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL PERSONS BY THESE PRESENTS: That _____
_____ as Principal, and _____, a corporation authorized to do
business in the State of Texas, as surety, do hereby acknowledge themselves to be held and bound
to pay unto the CITY OF RICHLAND HILLS, a municipal corporation of the State of Texas its
successors and assigns, at RICHLAND HILLS, Tarrant County, Texas the sum of _____
_____ (_____) **50%** of the total
amount of the contract for the payment of which sum said principal and surety do hereby bind
themselves, their successors and assigns, jointly and severally.

This obligation is conditioned, however, that:

WHEREAS, said _____ has this day entered into a written
contract with the said CITY OF RICHLAND HILLS to build and construct.

FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT

which Contract and the Construction Documents therein mentioned, adopted by the CITY OF
RICHLAND HILLS, are filed with the City Secretary of said City and are hereby expressly
incorporated herein by reference and made a part hereof as though the same were written and set
out in full herein, and

WHEREAS, under the said Construction Documents and Contract, it is provided that the
Contractor will maintain and keep in good repair the work therein contracted to be done and
performed for a period of two (2) years from the date of acceptance thereof and do all necessary
repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and
materials to make good and to repair any defective condition growing out of or on account of the
breakage or failure of any substance or the improper function of any part of the construction work.
The Contractor shall reimburse the Owner for the costs of all Engineering and special services
required to be furnished by the Owner which are directly attributable to the restoration of the
constructed work to a functional use during the said period as set forth above. It is the intended
purpose of this section to require the correction of all defective conditions resulting from materials
furnished or work and labor performed by the Contractor under the conditions prescribed by the
Construction Documents and Contract; and, in case the Contractor shall fail or refuse to commence
and actively pursue such corrections within ten (10) days after proper written notifications have
been furnished to him by the Owner, it is agreed that the Owner may do said work and work and
supply such materials and the said Contractor and Surety herein shall be liable for the payment of
all costs thereby incurred.

NOW, THEREFORE, if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said Contract provided, then these presents shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as Contractor and Principal, has caused these present to be executed by _____ and the said _____
_____ as surety, 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 ____.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

Attorney-in-Fact

Phone # : (____) _____

CERTIFICATE OF INSURANCE

TO: CITY OF RICHLAND HILLS
OWNER

DATE: _____

ADDRESS: 3200 DIANA DR.

PROJECT NO: _____

RICHLAND HILLS, TX 76118

TYPE OF PROJECT: WATER,
SANITARY SEWER

THIS IS TO CERTIFY THAT: _____

(NAME AND ADDRESS OF INSURED)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

TYPE	POLICY NUMBER	EFFECTIVE / EXPIRES	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION			
PUBLIC LIABILITY			1 PERSON \$ _____ 1 ACCIDENT \$ _____
CONTINGENT LIABILITY			1 PERSON \$ _____ 1 ACCIDENT \$ _____
PROPERTY DAMAGE			
BUILDER'S RISK			
AUTOMOBILE			
OTHER			

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____, (hereinafter referred to as (Affiant), who, after being by me

(NAME)

duly sworn, deposes and says that he/she is the _____

(TITLE)

of _____

(NAME OF COMPANY, CORP., PARTNERSHIP, TRADE NAME)

of Tarrant County, State of Texas (hereinafter referred to as (Contractor), which said Contractor was awarded the contract dated the ____ day of _____, 20__ for the construction of the FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT (hereinafter referred to as the "Work"), for a total consideration of up to ____

_____ (_____) to be paid to the said Contractor (the Contract), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Chapter 2253 of the Texas Government Code, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____

(_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such claims of such Subcontractors. The Contractor further

releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated in any way from making this affidavit.

WITNESS my hand this the _____ day of _____, 20_____

(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day
of _____, 20_____

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

SECTION II

GENERAL CONDITIONS OF AGREEMENT

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS OF TERMS

1. **OWNER, CONTRACTOR AND ENGINEER.** The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.
2. **CONTRACT DOCUMENTS.** The Contract Documents shall consist to the Notice of Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Construction Documents, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Construction Documents, and General Conditions of Agreement.
3. **SUB-CONTRACTOR.** The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR, and it includes one who furnishes material worked to a special design according to the construction documents or specifications of this work, but does not include one who merely furnishes material not so worked.
4. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly serviced if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
5. **WORK.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and

quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

6. **EXTRA WORK.** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the construction documents, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.
7. **CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.
8. **SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

9. **OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER.

The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

10. **PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents.
11. **PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by

ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

12. **LINES AND GRADES.** Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.
13. **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the construction documents and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the construction documents the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of construction documents by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the

purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the construction documents so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, construction documents or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from construction documents that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said construction documents.

ENGINEER'S approval of payments to CONTRACTOR for work done and any and all payments actually made by OWNER, shall in no way relieve CONTRACTOR from full and complete responsibility to complete all work according to construction documents.

14. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity 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 or ENGINEER either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.
15. **CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent men, skillful in their performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.
16. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.
17. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.
18. **SHOP DRAWINGS.** The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four

checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the construction documents and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the construction documents, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

19. **PRELIMINARY APPROVAL.** The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the construction documents. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

20. **DEFECTS AND THEIR REMEDIES.** It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the

ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

21. **CHANGES AND ALTERATIONS** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, construction documents or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

GENERAL OBLIGATIONS AND RESPONSIBILITIES

22. **KEEPING OF CONSTRUCTION DOCUMENTS ACCESSIBLE.** The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all construction documents without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
23. **OWNERSHIP OF DRAWINGS.** All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
24. **RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
25. **COLLATERAL CONTRACTS.** The OWNER agrees to provide a separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or

damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

26. **DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
27. **EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.
28. **DAMAGES.** In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.
29. **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. the safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
30. **PERFORMANCE AND PAYMENT BONDS.** Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

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

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

31. **LOSSES FROM NATURAL CAUSES.** Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.
32. **PROTECTION OF ADJOINING PROPERTY.** The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.
33. **PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.** The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.
34. **PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION.** The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or

claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

35. **LAWS AND ORDINANCES.** The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the construction documents are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law for which it derives its powers, Insofar as the same regulates the objects from which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.
36. **ASSIGNMENT AND SUBLETTING.** The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
37. **INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

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

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

38. INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1). Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2). Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3). Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages, and
- (4). Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

39. CERTIFICATE OF INSURANCE. Before commencing any of the work; CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

PROSECUTION AND PROGRESS

40. **TIME AND ORDER OF COMPLETION.** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the construction documents, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under the contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

41. **EXTENSION OF TIME.** Should the CONTRACTOR be delayed in the completion of the work by any actor neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall, upon recommendation and approval by the OWNER, decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER; provided however, that the CONTRACTOR shall give the ENGINEER immediate notice in writing of the cause of such delay.

MEASUREMENT AND PAYMENT

42. **QUANTITIES AND MEASUREMENTS.** No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
43. **ESTIMATED QUANTITIES.** This Agreement, including the specifications, construction documents and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed

that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal. Any change in quantity is subject to the unit prices determined in this bid proposal.

Any revised consideration is to be determined by written agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

44. **PRICE OF WORK.** Inconsideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and off the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

45. **PARTIAL PAYMENTS.** On or before the 10th day of each month, the Contractor shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all suitable materials delivered on the site of the work that are to be fabricated into the work.

The Owner shall pay the Contractor within thirty (30) days of the Owner's receipt of the statement the total amount of approved statement, less ten percent (10%) of the amount thereof, which 10% shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may--upon written recommendation of the Engineer--pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the Owner's option, may be relieved of the obligation to fully complete the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

46. **USE OF COMPLETED PORTIONS.** The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work,

notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine. The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

47. **FINAL COMPLETION AND ACCEPTANCE.** Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.
48. **FINAL PAYMENT.** Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.
49. **PAYMENTS WITHHELD.** The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims
 - (c) Failure of the CONTRACTOR to make payments properly to sub-contractors or for material or labor.
 - (d) Damage to another contractor

- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

- 50. DELAYED PAYMENTS.** Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

EXTRA WORK AND CLAIMS

- 51. CHANGE ORDERS.** Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned. such changes will be authorized by Change Order to be prepared by the ENGINEER for the execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- 52. MINOR CHANGES.** The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

- 53. EXTRA WORK.** It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods as selected by the OWNER:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed, by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of

such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost thereof, as provided under Method (C).

54. **TIME OF FILING CLAIMS.** It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing.

ABANDONMENT OF CONTRACT

55. **ABANDONMENT BY CONTRACTOR.** In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR. After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work and Claims, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

56. The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to

complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

57. The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract; the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies

and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

SECTION III

SPECIAL CONDITIONS & FEDERAL LABOR STANDARDS

SPECIAL CONDITIONS

1. **GENERAL:**

The provisions of this section of the specifications shall govern in the event of any conflict between them and the General Conditions.

2. **ENGINEERING:**

The word "Engineer" in these specifications shall be understood as referring to Owner's representative, from the firm that designed the project.

3. **FORMS, CONTACT DOCUMENTS:**

Forms of the Proposal, Contract, and Bonds, and Contract Documents are on file at HALFF ASSOCIATES, INC. 4000 FOSSIL CREEK BLVD., FORT WORTH, TX 76137, Monday – Friday, 8 a.m. – 5 p.m. and may be purchased for the sum of fifty dollars (\$50.00) per set. **THE PURCHASE PRICE OF \$50.00 PER SET FOR THESE DOCUMENTS SHALL NOT BE REFUNDED.** Digital copies may also be obtained, at no cost, by contacting David Burkett of Halff Associates, Inc at dburkett@halff.com.

4. **AWARD OF CONTRACT:**

- (a). It is the intent of the Owner to award a contract on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any formality in bids received. The bid amount submitted will be a summation of the bid item quantity range multiplied by the unit price for each quantity range. The total bid price has no bearing on the actual maximum contract amount which is \$500,000.00. After bid award, the total bid price has no additional use or meaning.
- (b). The Owner will notify the bidder(s), in writing, as soon as practicable of any bid rejections.

5. **TIME ALLOTTED FOR COMPLETION:**

The time allotted for the completion of all items of work for this project shall be agreed upon by the City and Contractor at the time of each task order assignment. Such time of construction shall begin on or before the 22nd day after the date specified in the "Notice to Proceed," which is a written notice by the Owner for the Contractor to proceed with construction of the project. Failure to begin construction on or before the 22nd day after the "Notice to Proceed" date as established by the Owner and Contractor during the preconstruction conference, may result, at the Owner's option, in liquidated damages at the rate of \$100 per calendar day.

6. **ADDENDA:**

Bidders desiring further information or interpretation of the Construction Documents must make requests for such information to the Engineer at least five (5) days prior to the bid opening date. Answers to all such requests will be given in writing to all bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Construction Documents or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued prior to twenty-four (24) hours of the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so construed as to include any addenda if such are issued by the Engineer twenty-four (24) hours prior to the bid opening.

7. **LIQUIDATED DAMAGES FOR DELAY BY CONTRACTORS:**

The Contractor agrees that time is the essence of this contract and that for each day of delay beyond the number of calendar days agreed upon for the completion of all items of work for each task order (after due allowance for such extension of time as is provided for in the General Conditions of Agreement), the Owner may withhold permanently from the Contractor's total compensation, the sum of One Hundred Dollars (\$100.00) per calendar day **for the first ten (10) calendar days and Five Hundred Dollars (\$ 500.00) per calendar day for each day beyond the initial ten days.**

8. **COPIES OF CONSTRUCTION DOCUMENTS FURNISHED:**

Two (2) sets of Construction Documents shall be furnished to the Contractor, at no charge, for construction purposes.

9. **REFERENCE SPECIFICATIONS:**

Where reference is made in these Specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these Specifications.

10. **PROJECT MAINTENANCE:**

The Contractor shall maintain and keep in good repair the improvements covered by these Construction Documents during the life of this contract.

11. **CLEANUP:**

- (a). During construction - The Contractor shall at all times keep the job site as free from material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable or interferes with the progress of the project in the opinion of the Engineer.
- (b). Final - Upon completion of each street, the Contractor shall remove from the site, all debris, materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the Engineer. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new appearing condition.

12. GUARANTY AGAINST DEFECTIVE WORK:

Maintenance Bond - The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract arising from defective workmanship or materials used therein. It is therefore required of the Contractor a Maintenance Bond of not less than two (2) years at one hundred percent (100%) of the contract amount or what the affected city in which the construction is being performed requires for public works or building construction. This bond will be in effect upon the date of final acceptance of the work as stated in a written "Final Acceptance" letter issued by the Owner.

13. SANITARY ARRANGEMENTS:

From the commencement to the completion of the operations approved sanitary arrangements shall be provided by the Contractor. All sanitary arrangements shall be acceptable to the public authorities having jurisdiction.

14. CONSTRUCTION LAYOUT:

The Contractor shall be responsible for the complete layout of the work and for establishing lines and elevations as needed during construction. The Contractor shall furnish at his own expense labor, including the services of competent personnel, equipment, including accurate surveying instruments, stakes, templates, platforms, tools, and materials as may be required for laying out any and all parts of the work.

15. SUBCONTRACTING:

- (a). The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors.
- (b). The Contractor shall not award any work to any subcontractor until the Contractor submits to the Owner a written statement concerning the proposed award to the

subcontractor, which statement shall contain such information as the Owner may require.

- (c). The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d). The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.
- (e). Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner. The Contractor is an independent contractor.

16. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, including qualified disabled veterans and qualified handicapped individuals. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b). The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin, including qualified disabled veterans and qualified handicapped individuals.
- (c). The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

- (d). The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e). The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.
- (f). In the event of the Contractor's non-compliance with the non- discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g). The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS:

No member of or Delegate to Congress - U.S. State or Local Official - shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, sub-contract, insurance contract, or any other contract pertaining to the project.

19. TASK ORDER CHANGE:

It is understood that the quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the prices set forth except as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done. Any change in quantity shall be evaluated in comparison to the quantity ranges and pricing per the bid proposal in this document. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Owner but not shown on the construction documents or required by the specifications, in accordance with the provisions of the general conditions; similarly, they may be decreased to cover deletion of work so ordered.

20. PERFORMANCE AND PAYMENT BONDS:

Performance and payment bonds shall be required only if the contract amount exceeds \$25,000. Paragraph 30. of the General Conditions applies only if the contract amount exceeds \$25,000.00.

21. EMPLOYEE INTERVIEWS:

In compliance with Federal regulations pertaining to RICHLAND HILLS projects, Employee Interviews may be conducted by a representative from RICHLAND HILLS. These interviews shall be sufficient in number to establish the degree of accuracy of records, be representative of all work classifications of employees on the project, and be conducted during working hours on the job, provided that the interview can be properly and privately conducted on the premises.

Employees shall be informed of these interviews, that the information given is confidential, and that his identity will be disclosed to the employer only with the employee's written permission.

22. FEDERAL LABOR STANDARDS PROVISION (HUD-4010):

Federal Labor Standards Provisions (HUD-4010) represent revisions incorporating Department of Labor regulatory changes. This document must now be used as appropriate for construction contracts. All previous revisions are now obsolete and should be destroyed.

23. CONSTRUCTION TESTING REQUIREMENTS:

The contractor must hire an independent testing laboratory to conduct the following tests as outlined in the respective specifications of the NCTCOG Standard Specifications for Public Works Construction, latest edition. Payment for these tests will be considered incidental to the individual bid items listed in Section V

SECTION IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

I. DESCRIPTION OF PROJECT

The project consists of the paving and storm drain repairs of various streets and storm drains throughout the City of Richland Hills. The project will be completed on a task order basis as needed and determined by the City of Richland Hills.

Construction documents may or may not be prepared for each task order depending on the complexity.

Where discrepancies may occur between the Construction Documents, project specifications (NCTCOG Public Works Construction Standards, TxDOT Standards and Specifications, and TCEQ Specifications), the City of Richland Hills Standard Details and the Technical Specifications in these documents, the following descending order of priority shall govern:

- 1) Construction Documents
- 2) NCTCOG or TxDOT Standards and Specifications
- 3) Technical Specifications

Contractor shall provide the project schedule to the City and the Engineer for review and approval prior to construction.

II. SPECIFICATION DETAILS, MEASUREMENT AND PAYMENT

BID ITEM NO. 1 – MOBILIZATION AND GENERAL SITE PREPARATION

- A. This work shall conform to NCTCOG Item 203.3 and shall consist of the preparation of the existing right-of-way for construction as required by the exhibit and specifications. Work shall include, but not be limited to: all obstructions above ground or below such as trees, shrubs, stumps, brush, roots, vegetation, logs, trash concrete, fences, structures, foundations, lumber, scrap metal, abandoned appliances, sprinkler systems, abandoned utility pipes or conduits and any other items not included as pay items elsewhere in the contract documents, or identified in NCTCOG Item 203.3, but necessary for the preparation of right-of-way. The maintenance/relocation of street signs and mail boxes shall be considered part of this Item. Contractor shall take care to protect any trees, shrubs, fences, structures, signs, or other items that are adjacent to the construction area. Any damaged fences, structures, trees, shrubs, or landscaping caused by construction activities shall be replaced in a condition equal to or better than the original at no additional cost. All material and debris removed as described above shall become the property of the Contractor and shall be disposed of at the Contractor's expense in a manner satisfactory to the Engineer and other items identified in NCTCOG Item 203.3. All

items relocated or replaced shall be in a condition equal to or better than the original condition.

- B. The locations of existing underground utilities are shown based on existing plans and have not been independently verified by the City or its representatives. The Contractor shall determine the exact location of all existing utilities before commencing work and agree to be fully responsible for any and all damage which might occur due to the Contractor's failure to exactly locate and preserve any and all underground utilities.
- C. Any temporary gravel and/or asphalt pavement necessary to maintain access to all existing streets, alleys, and driveways shall be subsidiary to this pay item.
- D. Mobilization and demobilization for the complete construction of the project shall be subsidiary to this Item and shall include bonds, insurance, move-in, and sanitary facilities. Mobilization shall be defined as all necessary equipment, supplies, materials, and personnel on the job site ready to begin construction.
- E. Contractor shall coordinate locations for staging area with the City. All disturbed areas in the staging areas shall be re-graded and sodded upon completion of each street subsidiary to General Site Preparation. Staging areas shall be removed with land returned to pre-project conditions within two weeks of completion of each project location. Staging areas may be utilized for multiple streets in close proximity at the discretion of the City. No more than three staging areas shall be utilized at any time. No construction equipment or vehicles shall be left on any street for more than one week and in no case on a Saturday or Sunday. Each staging area shall have a perimeter fence and construction entrance/exit. Staging areas are to be used for construction trailer, water line, and equipment storage only. No fill dirt or stockpiles are any kind shall be stored. Watering to establish replaced sod until 85% coverage and to the satisfaction of the Engineer, all labor, material, equipment and other incidentals necessary for staging area shall be subsidiary to General Site Preparation.
- F. Contractor shall provide a construction schedule at or prior to the pre-construction meeting. An overall project construction schedule shall be generated along with a separate construction schedule for each individual street including tasks for each street. Monthly updates accurately depicting the construction schedule shall be provided to the City with each pay application until the project is complete.
- G. All fences, signs, property monuments, water and sanitary sewer services or culverts removed or damaged during construction will be replaced or repaired to as good a condition or better than the existing. The contractor shall replace all disturbed pavement markings, buttons, etc. at their expense. Extra payment shall not be made for this work unless specified otherwise.
- H. The contractor shall be responsible for repairing any damage caused by the construction outside of the designated work area with equal or better-quality material at the contractor's expense.
- I. Unless specified otherwise, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the

work. The contractor will also provide all material testing necessary for inspection of the project.

- J. All work to be done in a professional workmanlike manner and in accordance with city of Richland Hills codes and all other state and local codes that have authority over this project.
- K. Measurement and payment for this Item shall be at the contract unit price of lump sum for the completion of mobilization and general site preparation. Payment will be made on a monthly basis by dividing the lump sum contract price by the total contract time (months) for the project and shall include all materials, labor, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 2 – CONSTRUCTION STAKING

- A. The Contractor shall be responsible for all construction staking and for establishing the lines and grades required for construction of the project. Control points as identified on the Plans shall be staked by a land surveyor under the direction and supervision of a Registered Professional Land Surveyor employed by the Engineer.
- B. All Property Corners (I.R. - iron rods) disturbed shall be reinstalled by the Contractor at the exact same location as existing.
- C. Payment of a portion of the lump sum amount shall be made monthly based on percentage complete of the overall contract. Payment shall include all labor, materials, and incidentals to stake the project, including re-staking due to disturbance or removal of construction stakes during construction.

BID ITEM NO. 3 – BARRICADES, WARNING AND DETOUR SIGNS, AND TRAFFIC HANDLING:

- A. This work shall conform to Item 502 of the TxDOT Standard Specifications, current edition. This item shall consist of designing, providing, installing, moving, replacing, maintaining, cleaning, and removing upon completion of work all barricades, signs, cones, lights, and other control devices used for traffic handling needed for the project.
- B. Access shall be maintained at all times to all residences, businesses, and facilities.
- C. Measurement and payment for this item shall be made on a working day basis for the length of time barricades are necessary and shall include all labor and materials necessary to provide vehicular and pedestrian traffic safety and access during construction. Partial payments shall be made as a percentage of the overall work completed.

BID ITEM NO. 4 – SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT

- A. This Item shall include the full depth removal of asphalt pavement and subgrade at locations identified in the construction documents per the requirements of the specifications.
- B. Contractor shall full-depth sawcut and remove asphalt and subgrade up to a depth of 14-inches per the requirements of NCTCOG Item 203.3. All excess material shall become the property of the Contractor and be disposed in accordance with local, state, and federal guidelines at a cost subsidiary to this bid Item.
- C. The Contractor shall exercise appropriate care not to damage other improvements in the process, including existing storm drain lines and culverts, and the Contractor shall be responsible for correction of any such damage caused during the removal process. All materials removed shall become the property of the Contractor to be disposed in accordance with local, state, and federal guidelines.
- D. Measurement and Payment for this Item shall be at the contract unit price of square feet measured in-place for the full-depth removal of asphalt pavement and shall include sawcut, removal, excavation, and disposal of existing asphalt and subgrade.

BID ITEM NO. 5 – SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT

- A. This Item shall include the full depth removal of concrete pavement and subgrade at locations identified in the construction documents per the requirements of the specifications.
- B. Contractor shall full-depth sawcut and remove concrete and subgrade up to a depth of 14-inches per the requirements of NCTCOG Item 203.3. All excess material shall become the property of the Contractor and be disposed in accordance with local, state, and federal guidelines at a cost subsidiary to this bid Item.
- C. Removal of concrete curb and gutter adjacent to concrete pavement is subsidiary to this item.
- D. The Contractor shall make every effort to remove concrete pavement along existing joints where practical. The Contractor shall sawcut at no extra cost full-depth at the existing joint or along straight, neat lines to remove the area of pavement specified in the construction documents. If the adjacent pavement is damaged during the removal process, the Contractor shall be responsible to sawcut the damaged portion of the pavement until a clean edge is achieved at no cost to the Owner. The Contractor will not be compensated for the additional pavement removal or replacement if the damage was caused by the Contractor during the removal process. If the pavement is in poor condition prior to the Contractor beginning the removal process, the Contractor shall coordinate with

the Owner's project representative to determine the limits of the concrete removal.

- E. The Contractor shall exercise appropriate care not to damage other improvements in the process, including existing storm drain lines and culverts, and the Contractor shall be responsible for correction of any such damage caused during the removal process. All materials removed shall become the property of the Contractor to be disposed in accordance with local, state, and federal guidelines.
- F. Measurement and Payment for this Item shall be at the contract unit price of square feet measured in-place for the full-depth removal of asphalt pavement and shall include sawcut, removal, excavation, and disposal of existing asphalt and subgrade.

BID ITEM NO. 6 – SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY

- A. This work shall conform to NCTCOG Item 402 and shall include the removal of existing driveway pavement.
- B. The Contractor shall make every effort to remove concrete pavement along existing joints where practical. The Contractor shall sawcut at no extra cost full-depth at the existing joint or along straight, neat lines to remove the area of pavement specified in the construction documents. If the adjacent pavement is damaged during the removal process, the Contractor shall be responsible to sawcut the damaged portion of the pavement until a clean edge is achieved at no cost to the Owner. The Contractor will not be compensated for the additional pavement removal or replacement if the damage was caused by the Contractor during the removal process. If the pavement is in poor condition prior to the Contractor beginning the removal process, the Contractor shall coordinate with the Owner's project representative to determine the limits of the concrete removal.
- C. The Contractor shall exercise appropriate care not to damage other improvements in the process, including existing storm drain lines and culverts, and the Contractor shall be responsible for correction of any such damage caused during the removal process. All materials removed shall become the property of the Contractor to be disposed in accordance with local, state, and federal guidelines.
- D. Measurement and payment for this Item shall be at the contract unit price of square feet, measured from the back of curb, for removal of existing driveway pavement and shall include saw cutting, off-site disposal of rubble, debris, excavation and all incidentals necessary to complete the work.

BID ITEM NO. 7 – SAWCUT AND REMOVE EXISTING CONCRETE CURB AND GUTTER

- A. This work shall conform to NCTCOG Item 305.1 and shall consist of the removal of concrete curb and gutters which are designated on the construction documents to be removed or designated to be removed in the field by the Owner's project representative. The cost for saw cutting shall be subsidiary to this Bid Item.
- B. Where removal cannot be terminated at a joint, a saw cut shall be made at no extra cost to the Owner. Any existing reinforcing steel, extending from the concrete which is not removed into that which is removed, shall be retained for a length of 30 diameters into the new concrete.
- C. Contractor shall exercise appropriate care not to damage other improvements in the process, and the Contractor shall be responsible to correction of any such damage caused during the removal process. All material removed shall become the property of the Contractor and be disposed in accordance with local, state, and federal guidelines.
- D. Measurement and payment for this Item shall be at the contract unit price of linear foot for curb and gutter removal as measured along the face of the curb or the gutter line and shall include all saw cutting, off-site disposal of all materials and incidentals necessary to complete the work.

BID ITEM NO. 8 – UNCLASSIFIED STREET EXCAVATION

- A. This work shall conform to NCTCOG Item 203.2 and shall consist of the unclassified street excavation required to grade the streets, parkways and adjacent property outside the limits of the right-of-way to the proposed grades.
- B. Excess Material suitable for use as fill material or topsoil shall be placed within the areas where fill material is required for this project. On-site material is suitable for use on the project provide it is free of roots, rocks and debris. Surplus material and material unsuitable for use as fill shall be disposed off-site by the Contractor.
- C. Calculation of quantities was conducted using the average end area method with cross-sections with no adjustment factors for expansion/contraction. Payment shall be only for the lines and grades shown on the plans and there will be no pay for any excavation the Contractor conducts outside the lines and grades shown on the plans. Additional excavation or fill that the Contractor deems necessary to complete the project is subsidiary to the work.
- D. The Contractor shall be satisfied as to the amount of work involved prior to submitting the bid.
- E. When hauling dirt, the Contractor shall use truck-approved routes.
- F. Measurement and payment for this bid item shall be made on the basis of the price per cubic yard of unclassified excavation in place to the limits of

construction as shown on the plans and the cross section provided with the bid documents. There shall be no compensation for any quantities in addition to what is provided in the bid documents unless the lines and grades are changed by the Engineer.

BID ITEM NO. 9 – FLOWABLE FILL

- A. This work shall conform to NCTCOG Item 504.2.3.4 and shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of between 250-psi and 450-psi after 28 days. Any materials used shall be primarily granular, with a plasticity index of <12 and with 100% passing a ¾ in. sieve. The flowable mixture shall be mixed in a pug mil, concrete mixer, or transit mixer and shall have a minimum slump of 5 in. The flowable mixture must be allowed to set prior to the placement of any overlaying material.
- B. Measurement and payment for this bid item shall be made on the basis of the price per cubic yard of flowable fill placed. Price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 10 – BLOCK SODDING

- A. This work shall conform to NCTCOG Item 202.5 and shall consist of the placing of sod on disturbed areas within the project limits. All sod must be either Bermuda or St. Augustine block sodding to match the type of grass in the adjacent lawn area. A 4-inch layer of topsoil, furnished in accordance with NCTCOG Item 202.2, shall be placed on all areas to be solid sodded. Fertilizer shall be furnished in accordance with NCTCOG Item 202.4 and applied at the time of initial sodding only, and at the rate specified in NCTCOG Item 202.4.3.2. The cost of fertilizer and watering is incidental to the unit cost of Block Sodding and shall not be paid for separately. Sod shall be watered at least 30 days following placement and shall continue until completion and acceptance of the project.
- B. The contract amount accounts for two feet of disturbed area behind the back of curb and gutter removal and replacements, but areas disturbed beyond the back of curb shall be kept to a minimum. Areas disturbed outside of these limits shall be the responsibility of the contractor at no additional cost.
- C. Block Sodding shall be paid for at the contract unit price per square yard, complete in place, as provided in the proposal and contract. The contract unit price shall be the total compensation for furnishing and placing all topsoil and sod, for all rolling and tamping, for all water and fertilizer, for disposal of all surplus material, and for all material, labor, equipment, tools, and incidentals necessary to complete the work in accordance with the construction documents and these specifications.

BID ITEM NO. 11 – HYDROMULCH SEEDING

- A. This work shall conform to NCTCOG Item 202.5.
- B. This Bid Item includes the cost of 4-inch topsoil and fertilizer.
- C. The Contractor shall use a high velocity biodegradable fiber mat with hydro mulch seeding of areas included in steeper than 4:1 as well as all areas lying inside drainage easements.
- D. Sprinkler heads exist throughout the construction area. The cost of any repairs related to sprinkler heads or system shall be subsidiary to the total cost of this project.
- E. Measurement and payment for hydromulch seeding shall be based on a square yard basis based on plans quantity.
- F. Contractor shall water, mow and protect the seeded areas as needed until vegetation is established and final acceptance by the owner of the entire project at no extra pay. Acceptance will not be made until all seeded areas are in full growth with a well established root system.

BID ITEM NO. 12 – 6-INCH THICK GRADE A, TYPE 1 OR 2 FLEX BASE

- A. Contractor shall install 6-inches of Type A, Grade 1 or 2 Flex Base meeting the requirements of TxDOT Item 247. Excavation and disposal of existing subgrade required to place the flex base is included in this bid item.
- B. A prime coat shall be applied to the prepared subgrade meeting the requirements of NCTCOG Item 302.7.
- C. Measurement and Payment for this Item shall be at the contract unit price of square yard measured in-place for the placement of flex base and prime coat. Price shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEMS NO. 13, 14 – 4-INCH THICK HMAC TYPE “B” BASE COURSE, 2-INCH HMAC TYPE “D” SURFACE COURSE

- A. Contractor shall install 4-inches of Type “B” base course asphalt meeting the requirements of TxDOT Item 340 and installed per NCTCOG Item 302.9.
- B. Contractor shall install 2-inches of Type “A” surface course asphalt meeting the requirements of TxDOT Item 340 and installed per NCTCOG Item 302.9. A tack coat shall be applied before applying this surface course.
- C. Measurement and Payment for this Item shall be at the contract unit price of square yard measured in-place for asphalt and tack coat. Price shall be full

compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 15 – 6-INCH THICK, 4,000 PSI PORTLAND CEMENT REINFORCED CONCRETE PAVEMENT

- A. This work shall conform to NCTCOG Item 303.
- B. Concrete for pavement shall have a minimum compressive strength of 4,000 psi at 28 days. Testing lab and testing reports shall be paid for and furnished by the contractor subsidiary to this bid item.
- C. The cost of all expansion, construction and dummy joints shall be subsidiary to this item.
- D. 6-inch curbs will not be paid separately and are considered incidental to the unit cost of pavement.
- E. Anchorage joints shall be installed in each location where proposed concrete pavements, sidewalks, driveways and alleys are joined to existing, for the purposed of providing shear transfer. The cost of drilling holes, grouting and installing dowel bars as shown on the details at the locations specified on the plans shall be considered incidental to the unit cost of pavement.
- F. Measurement and payment shall be by the square yard and shall include reinforcing, steel, jointing and sealing materials.

BID ITEM NO. 16 – 6-INCH THICK, 4,000 PSI PORTLAND CEMENT REINFORCED CONCRETE DRIVEWAY AND APPROACH

- A. This work shall conform to NCTCOG Item 305.2 and shall include the construction of 6-inch thick reinforced concrete driveway approach and driveway pavement at locations identified in the construction documents and in accordance with NCTCOG standard details. The reinforcing steel for the 6-inch thick driveway pavement section shall be #3 bars on 18" O.C.E.W.
- B. Reinforced concrete pavement shall be constructed with 4,000 P.S.I. Class "C" Portland Cement Concrete and shall be furnished and placed in accordance with the applicable provisions of TxDOT Item 303. Mix designs containing fly ash will not be permitted.
- C. Monolithic curbs, where required, shall be constructed subsidiary to this bid Item. The cost of all expansion, construction, and dummy joints shall be subsidiary to this bid Item. Anchorage joints shall be installed in each location where proposed concrete pavements, sidewalks, driveways, and alleys are joined to existing, for the purpose of providing shear transfer. The cost of drilling holes, grouting, and installing dowel bars shall be considered incidental to the unit cost of pavement.

- D. Lines and grades shall be established in the field by the Contractor to best match existing pavement and facilitate positive drainage.
- E. Measurement and payment for this Item shall be at the contract unit price of square yard, measured from the back of curb, for construction of 6-inch thick, 4,000 P.S.I. Portland Cement Reinforced Concrete Driveway Approach and shall include excavation, reinforcing steel, jointing, form work, and all incidentals necessary to complete the work.

BID ITEM NO. 17 – 6-INCH THICK, 4,000 PSI PORTLAND CEMENT REINFORCED CONCRETE VALLEY GUTTER

- A. This work shall conform to NCTCOG Item 303.
- B. Concrete for pavement shall have a minimum compressive strength of 4,000 psi at 28 days. Testing lab and testing reports shall be paid for and furnished by the contractor subsidiary to this bid item.
- C. The cost of all expansion, construction and dummy joints shall be subsidiary to this item.
- D. Measurement and payment for this Item shall be at the contract unit price of square yard, for construction of 6-inch thick, 4,000 P.S.I. Portland Cement Reinforced Concrete Valley Gutter and shall include excavation, reinforcing steel, jointing, form work, and all incidentals necessary to complete the work.

BID ITEM NO. 18 – 6-INCH CONCRETE CURB AND GUTTER

- A. This work shall conform to NCTCOG Item 402 and shall consist of construction of concrete curb and gutter. New curb and gutter shall be installed per concrete curb and gutter details, located in the construction documents.
- B. Contractor shall exercise appropriate care not to damage other improvements in the process, and the Contractor shall be responsible to correction of any such damage caused during the removal process. All material removed shall become the property of the Contractor and be disposed in accordance with local, state, and federal guidelines.
- C. Curb attached to concrete driveways and approaches shall be included in the Sawcut, Remove and Replace Concrete Driveway Approach and shall not be paid under this Bid Item.
- D. Connection to existing curb and gutter shall be subsidiary to this bid item. Concrete curb and gutters attached to concrete driveways and approaches shall be poured monolithically and shall be paid under separate Bid Items.
- E. Measurement and payment for this Item shall be at the contract unit price of linear foot for curb and gutter construction as measured along the face of the curb or the gutter line and shall include all reinforcing steel, dowels, form work, required

joint work, expansion material, joint seal material, and all labor, materials, equipment, and incidentals necessary to complete the work.

BID ITEMS NO. 19, 28, 67 – TRENCH SAFETY FOR STORM DRAINS, WATER LINES, AND SANITARY SEWER LINES

- A. This Item shall provide complete compensation for furnishing and installing adequate safety systems meeting Occupational Safety and Health Administration (OSHA) standards for trench excavation when the cut exceeds a depth of five (5) feet.
- B. A design report sealed by a Professional Engineer, registered in the State of Texas, shall be provided by the Contractor for review prior to construction for all trench safety systems other than the Trench Box Shields. The price bid per linear foot shall be full compensation for providing OSHA approved trench safety systems for all trenches that exceed five (5) feet in depth.
- C. Payment shall be by linear foot and shall consist of all materials, equipment, labor, tools and incidentals necessary to complete the work.

BID ITEMS NO. 20-23 – 18-INCH, 24-INCH, 30-INCH, 36-INCH CLASS III REINFORCED CONCRETE STORM DRAIN PIPE (OPEN CUT)

- A. Refer to Items 504 & 508 (Backfill & Storm Water Conduit Installation) and Item 203.3 (General Site Preparation) of the NCTCOG specifications.
- B. All proposed storm sewer connections shall be pre-fabricated. Field connections can be used for connections to existing lines.
- C. The cost of fittings, plugs and pipe collars shall be incidental to the unit cost of pipe unless specified otherwise.
- D. Contractor shall seal all joints with “Omni-Flex, T & G Joint Seal” or approved equal, at no extra pay.
- E. This item shall include temporary and permanent plugging of lines, tapping, collars, fittings, Wyes, supporting and protecting utilities and connection to adjacent structures necessary for completing the installation. Connections to box culverts or other pipe sizes will be subsidiary to the installation of the pipe.
- F. Measurement and payment shall be made on the basis of the price bid per linear foot of pipe installed at all depths, including all demolition, excavations, embedment and backfill.

BID ITEM NO. 24 – STORM SEWER PRE-CONSTRUCTION TELEVISION INSPECTION

- A. This work shall conform to the sanitary sewer television inspection item, NCTCOG Item 507.5.2 and shall include the television inspection of existing storm sewer main that are to be abandoned prior to construction in order to determine the locations of existing service connections.
- B. Television inspection shall be performed in accordance with NCTCOG Item 507.2.
- C. The Contractor shall employ a firm qualified in the type of work to make the television inspections.
- D. The City's inspector shall be present during the television inspection.
- E. The Contractor shall furnish the City a color videotape of all television inspections.
- F. Measurement and payment will be on a per linear foot basis for the length of line actually inspected. Cleaning shall be considered subsidiary to this item.

BID ITEM NO. 25 – STORM SEWER POST-CONSTRUCTION TELEVISION INSPECTION

- A. This work shall conform to the sanitary sewer television inspection item, NCTCOG Item 507.5.2 and shall include the television inspection of installed storm sewer main prior to acceptance.
- B. The Contractor shall employ a firm qualified in the type of work to make the television inspections.
- C. The City's inspector shall be present during the television inspection.
- D. The Contractor shall furnish the City a color videotape of all television inspections.
- E. Measurement and payment will be on a per linear foot basis for the length of line actually inspected.

BID ITEM NO. 26 – 10-FOOT STANDARD CURB INLET

- A. Contractor shall construct standard (non-recessed) curb inlets (10') as shown in plans.
- B. Refer to Item 508 (Storm Water Conduit Installation) and Item 702 (Concrete Structures) of the NCTCOG Specifications.
- C. Inlet manhole ring and cover shall be Bass & Hays or approved equal.

- D. Payment for this Bid Item shall be made per each inlet constructed and includes all materials, labor, equipment, and incidentals necessary for the complete construction of the inlets.

BID ITEM NO. 27 – CLEAR INLET/STORM DRAIN BLOCKAGE

- A. The work shall conform to TxDOT Bid Item 480 for cleaning drainage structures.
- B. Measurement and payment will be made for each location area cleaned and includes all materials, labor, equipment and incidentals necessary to complete the cleaning.

BID ITEM NO. 29 – REMOVE WATER LINES (UP TO 12-INCH DIAMETER)

- A. This work shall conform to NCTCOG Item 203.3 and shall consist of removal and disposal of existing water lines as designated on the plans.
- B. In the case that the removed pipe is asbestos-cement pipe, the following guidelines shall conform to the following:
1. All asbestos-cement pipe to be replaced by new water mains shall be removed from the site in accordance with Federal, State and Local regulations.
 2. The Contractor shall employ the services of a subcontractor properly trained in the EPA Model Accreditation Program using wet removal methods as specified under the EPA National Standards for Hazardous Air Pollutants (NESHAPS).
 3. Prior to construction, the Contractor shall submit a written plan and schedule for disposal of asbestos-cement pipe.
 4. On-site air monitoring shall be performed upwind and downwind during the project to document any airborne asbestos.
 5. All asbestos-cement pipe shall be wrapped in 6 Mil thick polyethylene sheeting for disposal.
 6. All asbestos-cement pipe shall be properly disposed, as regulated waste, in a hazardous waste landfill.
 7. Provide all waste manifests test reports and close out reports to the City for project records.
 8. The Contractor shall obtain and pay for all necessary permits required by EPA and other regulatory agencies.
- C. Measurement and payment shall be made per linear foot removed and includes all materials, labor, equipment, and incidentals necessary for the complete removal and disposal of the structures.

BID ITEM NO. 30 – ABANDON WATER LINES (UP TO 12-INCH DIAMETER)

- A. This item shall include the cost of cutting and plugging the existing pipe and furnishing and installing grout within the pipeline.
- B. The Contractor shall be responsible for locating the ends of all water mains to be abandoned.
- C. Measurement and payment shall be made per linear foot and shall include trench excavation, concrete plugging, filling pipe with grout, backfill and all labor and materials necessary to construct the plugs and fill the pipe.

BID ITEM NO. 31 – REMOVE AND SALVAGE EXISTING FIRE HYDRANT

- A. This work shall conform to NCTCOG Item 203.3 and shall consist of the removal and salvage of fire hydrants at locations indicated in the plans.
- B. Removed fire hydrants shall be delivered to the Richland Hills Public Works Department at 6700 Rena Drive.
- C. If the City does not desire to salvage the fire hydrant, it will be removed and disposed of per federal regulations by the contractor at no additional cost.
- D. Payment shall be made for each fire hydrant removed and shall include excavation, removal, concrete splash pad removal, backfill, and transporting the fire hydrant to a location specified by the City of Richland Hills.

BID ITEM NO. 32 – REMOVE AND SALVAGE EXISTING WATER VALVE

- A. This work shall conform to NCTCOG Item 203.3 and shall consist of removal and salvage of valves, on main lines and fire hydrant leads, at the locations indicated on the plans.
- B. If the City does not desire to salvage the fire hydrant, it will be removed and disposed of per federal regulations by the contractor at no additional cost.
- C. Payment shall be made for each water valve removed and shall include excavation, removal, backfill, and transporting the valve to a location specified by the City of Richland Hills.

BID ITEMS NO. 33-35 – 6-INCH, 8-INCH, OR 10-INCH AWAA C900 PVC DR 18 (CLASS 150) WATER LINE (OPEN CUT) & BID ITEMS NO. 39-43 – 2-INCH, 3-INCH, 4-INCH, 6-INCH, OR 8-INCH AWAA C900 PVC DR 18 (CLASS 150) WATER LINE LOWERING

- A. This work shall conform to NCTCOG Item 506 and shall consist of the furnishing and installation of PVC water pipe as designated on the plans. This include

Hydrostatic Testing (NCTCOG Section 506.5) and water sample analysis including chlorination (NCTCOG Section 506.7.4)

- B. Water line material shall be AWWA C900 PVC DR 18 (Class 150).
- C. Horizontal blocking shall be constructed in accordance with NCTCOG details and specifications.
- D. All mechanical joints and fittings shall be equipped with pipe restraints compatible with AWWA C900 water pipe and meet the requirements of ASTM F1674-18.
- E. All fittings shall be domestic and shall be wrapped with polyethylene per NCTCOG specifications.
- F. All water lines will be set at a minimum depth of 4 feet of cover.
- G. Chlorination and sampling points should be installed at designated locations per NCTCOG specifications.
- H. Pipe embedment and trench backfill to be completed per City and NCTCOG standard requirements. Refer to the City standard detail for pipe embedment.
- I. For water line lowering, utilize the City standard detail for water line lowering which describes the fittings, blocking and desired location of pipe joints.
- J. Tracer wire is required for all water line installation except point repairs and is to be installed along main line. Tracer wire shall meet the following criteria.
 - i. Tracer wire shall be 14 gauge minimum solid copper with thermoplastic insulation recommended for direct burial. Wire connectors to be 3M DBR or approved equal. And shall be watertight to provide electrical continuity.
 - ii. Tracer wire access points shall be composed of one copperhead snakepit magnetized tracer box, test and monitoring station, or approved equal.
 - iii. Tracer wire shall be installed in the same trench and inside bored holes and casing with pipe during pipe installation. It shall be secured to the pipe as required to ensure that the wire remains adjacent to the pipe. The tracer wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all tracer wire access points.
 - iv. Tracer wire access points shall in general be no more than five hundred (500) feet, at the beginning and end of each utility improvement, and at water valves and manholes. Concentrations of multiple proposed valves near pipe intersections, i.e. tees or crosses, may require more than one access point assembly in each concrete valve pad.
 - v. Tracer wire shall be laid flat and securely affixed to the pipe at 10 foot intervals. The wire shall be protected from damage during the execution of the work. No breaks or cuts in the tracer wire or insulation shall be permitted. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the water main.

- vi. Except for approved spliced-in connections, tracer wire shall be continuous and without splices from each tracer wire access point. Where any approved spliced-in connections occur, 3m dbr watertight connectors, or approved equal, shall be used to provide electrical continuity.
 - vii. At all utility improvement tie ins, a minimum of 6 feet of tracer wire shall be extended beyond the end of the pipe, coiled and secured for future connections. The end of the tracer wire shall be spliced to the wire of a six pound zinc anode and is to be buried at the same elevation as the pipe.
 - viii. For directional drilling, auguring or boring installations, four #14 tracer wires shall be installed with the pipe and connected to the tracer wire at both ends.
 - ix. Spliced connections between the main line tracer wire at branch connection tracer wire shall only be allowed at tees, crosses or at iron or copper services where a portion of the branch connection main line or service is replaced with a non-iron or non-copper material. The branch connection tracer wire shall be a single tracer wire properly spliced to the main line tracer wire. Where the existing branch connection is neither iron nor copper, then the new branch connection tracer wire shall be properly spliced to the existing tracer wire on the branch connection.
 - x. At all repair location where there is existing tracer wire, the tracer wire shall be properly reconnected and spliced as outlined above.
 - xi. Contractor shall perform a continuity test on all tracer wire in the presence of the inspector or the city's representative. If the tracer wire is found to be not continuous after testing, contractor shall repair or replace the failed segment of the wire.
- K. Measurement and payment for water line installation shall be made per linear foot installed and includes excavation, hauling, saw cutting, embedment, plugs, blocking, polyethylene wrap, thrust restraints, backfill and all incidentals necessary to complete the work.

BID ITEMS NO. 36-38 – 6-INCH, 8-INCH, OR 10-INCH AWWA C901 SDR 11 HDPE WATER LINE (PIPE BURST)

- A. This work shall conform to NCTCOG Item 601.8 and shall consist of the furnishing and installation of HDPE water pipe as described in the bid item title (or a material approved by City staff). Other items of water line installation such as cleaning, flushing, testing, etc. per NCTCOG Item 506 shall be followed. This includes Hydrostatic Testing (NCTCOG Section 506.5) and water sample analysis including chlorination (NCTCOG Section 506.7.4).
- B. Tracer wire to be installed along main and incidental to this bid item, in accordance with tracer wire specification as described in bid items 33-35 above.

- C. All applicable requirements from the open cut installation of water lines also applies to the pipe burst method. See specification for bid items 33-35 above.
- D. Measurement and payment shall be made per linear foot of water line installed and includes equipment, tools, and required incidentals for the replacement of water mains by pipe bursting method.

BID ITEMS NO. 44-45 – 2-INCH OR 3-INCH TEMPORARY WATER LINE WITH METER CONNECTIONS

- E. Temporary water main lanes shall be installed to provide temporary water service to all buildings impacted by a water shutdown. The Contractor shall be responsible for coordinating the schedule of the temporary service connections and permanent service reconnections with the building owners and the City in order that the work be performed in an expeditious manner.
- F. A tapping saddle and corporation stop or gate valve with an appropriate fire hydrant adapter fitting shall be required at the temporary service point of connection to the City of Richland Hills water supply. The temporary service line shall be cleaned and sterilized by using chlorine gas or chlorinated lime (HTH) prior to installation.
- G. Upon restoring permanent service, the Contractor shall re-install the meters in new meter boxes at the correct location. The meter box shall be reset as necessary to be flush with the existing ground or as otherwise directed by the Engineer.
- H. The temporary service layout shall have a minimum available flow rate of 5 GPM at a dynamic pressure of 35 PSI per service tap. This criterion shall be used by the Contractor to determine the length of temporary service allowed, number of service taps and number of feed points.
- I. Payment for work such as fittings, 3/4-inch service lines, asphalt, barricades, orange fencing, all service connections, removal of temporary services, and all other associated appurtenants required, shall be included under this bid item.
- J. Payment for this item shall be made by the linear foot of temporary water line installed and includes installation, testing, materials, connections to services/meters, removals, and any other incidental item related to the temporary water line installation.

BID ITEMS NO. 46-48 – 6-INCH, 8-INCH, OR 10-INCH GATE VALVE

- A. This item shall include the furnishing of 6", 8", or 10" resilient seated gate valves.
- B. Concrete collar/pad is a separate bid item but required on all water valves.
- C. Gate valves shall be East Jordan or approved equal.

- D. Refer to the City standard detail for Gate valve box and stem extension for other details.
- E. Measurement and payment shall be per each and shall include all labor, excavation, backfill, materials, tools, equipment, and incidentals necessary to complete the work.

BID ITEMS NO. 49-50 – 6-INCH OR 8-INCH CUT IN GATE VALVE

- A. This item shall include the furnishing of cut in gate valves.
- B. Concrete collar/pad is a separate bid item but required on all water valves.
- C. Cut in gate valves shall be East Jordan or approved equal.
- D. Measurement and payment shall be per each and shall include all labor, excavation, backfill, materials, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 51 – CONNECT TO EXISTING WATER LINE (EXISTING OR PROPOSED)

- A. This item is for the connection of proposed water lines (any size), excluding water service lines, to an existing water line, as designated on the plans.
- B. This item shall include the removal of any pipe and/or addition of new pipe, adaptors and sleeves needed to make a clean connection from the proposed to the existing system.
- C. This item shall also include making temporary connections needed during construction.
- D. Contractor shall field located pipeline at the connection point prior to ordering or fabricating materials. Contractor shall verify the pipe size, material, elevation and horizontal location. Contractor shall make all necessary adjustments to connect to existing line after approval from the Engineer.
- E. Any line stops necessary to make connections are subsidiary to this bid item.
- F. Measurement and payment shall be per each and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 52-63 – ¾, 1, 2-INCH WATER SERVICE LINE (SHORT OR LONG) (COPPER OR HDPE) WITH METER BOX

- A. This item shall consist of the furnishing and installation of new water services by open cut per the standard details.
- B. This item shall also include the removal and salvage of existing water meters and boxes, and the installation of new water meters and boxes.

- C. Water meters shall be Badger Meter or approved equal.
- D. Meter boxes shall be meet the requirements of the City of Fort Worth plastic meter box details.
- E. Meter services shall include C.F. Corp Stop or Compression Corp Stop. All Corp and curb stops shall be domestic.
- F. Taps shall be at a 45 degree angle and direct taps to be made with AWWA tapered threads. Taps using tapping saddle to be made with iron pipe threads. All tap saddles shall be domestic.
- G. This bid items includes the costs to reconnect services.
- H. HDPE services to meet the requirements of ASTM 2737, AWWA C901, ASTM D3350 and shall be EndoPoly or approved equal.
- I. Copper services shall meet Copper Tubing Size (CTS) standards. Material shall be approved by City prior to installation.
- J. Measurement and payment shall be per each water service installed and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the work.

BID ITEM NO. 64 – FIRE HYDRANT ASSEMBLY

- A. This work shall conform to NCTCOG Item 502.3 and shall consist of furnishing and installation of fire hydrants, at locations shown in the plans, in accordance with standard details.
- B. Fire Hydrant shall be East Jordan or approved equal, and shall be red.
- C. Refer to the City of Richland Hills standard detail for additional requirements on fire hydrant installation.
- D. Measurement and payment shall be by each and include fire hydrant, barrel extension (if required), 6-inch lead line and valve, concrete splash pads, concrete valve block, traffic button marker, thrust blocking, and all other materials, equipment, labor, tools, and incidentals necessary to complete the work.

BID ITEM NO. 65 – ADJUST WATER VALVE STACK TO GRADE

- A. Contractor shall adjust Gate valves and valve boxes to finished grade.
- B. Replacing any and all parts such as bypass valves, stems, valve boxes, and concrete apron shall be included under these bid items.
- C. Bypass valve adjustments shall be subsidiary to their corresponding main valves.
- D. Measurement and payment for these items shall be made based on the unit price including labor, equipment and material related to these adjustments for each adjusted valve stack.

BID ITEM NO. 66 – CONCRETE PAD FOR WATER VALVES

- A. This work shall conform to NCTCOG Item 303.
- B. Concrete shall have a minimum compressive strength of 4,000 psi at 28 days. Testing lab and testing reports shall be paid for and furnished by the contractor subsidiary to this bid item.
- C. For water valves, the concrete collar shall be 2'x 2' 8-inch thick with 8 #4 bars.
- D. Utilize the City standard detail for valve pads.
- E. Payment shall be by each concrete collar constructed and shall consist of all materials, excavation, reinforcing steel, jointing, form work, equipment, labor, tools and incidentals necessary to complete the work.

BID ITEM NO. 68 – REMOVE SANITARY SEWER LINES (UP TO 12-INCH DIAMETER)

- A. This work shall conform to NCTCOG Item 203.1.3 and shall include the removal and disposal of existing sanitary sewer lines as designated in plans.
- B. The Contractor shall be responsible for locating the ends of all sanitary sewer mains to be removed.
- C. Measurement and payment shall be on a per linear foot basis and shall include trench excavation, concrete plugging at manholes, backfill, and all labor and materials necessary to remove the pipe except pavement saw-cutting and repair will be measured and paid under other pay items.

BID ITEM NO. 69 – ABANDON SANITARY SEWER LINES (UP TO 12-INCH DIAMETER)

- A. This item shall include the cost of cutting and plugging the existing pipe and furnishing and installing grout within the pipeline.
- B. The Contractor shall be responsible for locating the ends of all sanitary sewer mains to be abandoned.
- C. Measurement and payment shall be made per linear foot and shall include trench excavation, concrete plugging, filling pipe with grout, backfill and all labor and materials necessary to construct the plugs and fill the pipe.

BID ITEM NO. 70 – REMOVE EXISTING SANITARY SEWER MANHOLE

- A. This work shall conform to NCTCOG Item 203.1.3 and shall include the removal and disposal of existing sanitary sewer manholes as designated in plans.

- B. This item includes complete removal and disposal of the manhole lid, ring, bricks, concrete cone, concrete walls, concrete base, and plugging the ends of the sanitary sewer mains to be abandoned with an adequate quantity of concrete to form a tight closure where specified, then backfilling the remaining hole to match surrounding grades or as specified.
- C. Measurement and payment shall be per manhole removed and shall include excavation, concrete removal, pipe plugging, backfill and all labor and materials necessary to remove the manhole, except that pavement saw-cutting and repair, if required, will be measured and paid under other pay items.

BID ITEM NO. 71-72 – 4-FOOT SANITARY SEWER MANHOLE OR 4-FOOT SANITARY SEWER DROP MANHOLE WITH CONCRETE BLOCKOUT

- A. This work shall conform to NCTCOG Item 502.1 and shall include the installation of sanitary sewer manholes as shown on plans.
- B. The Contractor may use pre-cast or cast-in-place manholes per standard details.
- C. The Contractor shall install standard or drop manholes as designated on plans, and per standard details. Extra depth bid item is provide for manholes exceeding 6-feet.
- D. Concrete blockout shall be included along with this bid item per City standard details.
- E. The cost of all manhole tie-ins is subsidiary to this bid item.
- F. All sewage pumping, if necessary, during manhole construction shall be covered under this bid item.
- G. Payment shall include excavation, embedment, backfill, concrete base, manhole sections, cones, rims and cover for manhole.

BID ITEM NO. 73 – SANITARY SEWER MANHOLE EXTRA DEPTH

- A. This bid item is to cover only the extra depth (depth in excess of six (6) vertical feet) for manholes of the various sizes. Payment includes all costs associated with providing the extra depth and is measured per vertical foot.

BID ITEM NO. 74 – SANITARY SEWER ACCESS DEVICE

- A. Sanitary sewer access device shall meet the requirements of the JM Eagle WAC 15 wastewater access chamber or an approved equal.
- B. Payment shall include, all costs associated with providing and installing the sanitary sewer access device and is paid by each device installed.

**BID ITEMS NO. 75-78 – (6-INCH, 8-INCH, 10-INCH, OR 12-INCH) PVC SDR 26
SANITARY SEWER (OPEN CUT)**

- A. This work shall conform to NCTCOG Item 507 and shall include the furnishing and installation of sanitary sewer pipe as shown on plans.
- B. In the event the existing sanitary sewer main is disrupted, the Contractor shall use bypass sewage pumping to avoid disrupting sewer flow during construction of the new main.
- C. The cost of sewage pumping shall be covered under this bid item unless otherwise determined to be a separate bid item at the time of project assignment. There will be no separate pay for sewage pumping unless otherwise determined that a separate bid item is necessary at the time of project assignment.
- D. The Contractor shall have pumps on site capable of handling the flow.
- E. Sanitary sewer service reconnections are included in this bid item.
- F. Any line that does not have a manhole at the end shall have an end of line cleanout installed as part of this bid item. The end of line cleanout shall be a domestic made product.
- G. Tracer wire to be installed along main and incidental to this bid item, in accordance with tracer wire specification discussed for bid items 33-35.
- H. Contractor is responsible for maintaining sewer connections to all homes and businesses in working order at all times, except for brief interruptions in service for sewer services to be reinstalled. In no case shall services be allowed to remain out of service overnight.
- I. The contractor shall be liable for all damages to properties, homes and basements from backup, which may result during the installation of the new pipe and/or abandonment of existing pipe. The contractor will be allowed to open clean outs where available. The contractor will be responsible for all clean up associated with opening clean outs.
- J. The contractor may elect to video all potentially impacted private property areas prior to work. Videos shall include date notation and audio identification of property address and main/lateral name. This pre-construction taping of impacted properties shall be considered subsidiary work.
- K. Measurement and payment for this Bid Item shall be made per linear foot of sanitary sewer line installed and includes all materials, labor, equipment, testing as specified, and incidentals necessary for the complete installation.

**BID ITEMS NO. 79-82 – (6-INCH, 8-INCH, 10-INCH, OR 12-INCH) HDPE IPS
SDR 17 SANITARY SEWER (PIPE BURST)**

- A. This work shall conform to NCTCOG Item 601.8 and shall consist of the furnishing and installation of HDPE sewer pipe as described in bid item description (or equivalent material approved by city staff). Other items of sanitary sewer line installation per NCTCOG Item 507 shall be followed.
- B. Tracer wire to be installed along main and incidental to this bid item, in accordance with tracer wire specification as described in bid items 33-35 above.
- C. All applicable requirements from the open cut installation of sanitary sewer lines also applies to the pipe burst method. See specification for bid items 75-78 above.
- D. Sanitary sewer service reconnections are included in this bid item.
- E. Measurement and payment shall be made per linear foot of sanitary sewer line installed and includes equipment, tools, and required incidentals for complete installation.

**BID ITEMS NO. 83-86 – (6-INCH, 8-INCH, 10-INCH, OR 12-INCH) DUCTILE
IRON (OPEN CUT)**

- A. This work shall conform to NCTCOG Item 507 and shall include the furnishing and installation of sanitary sewer pipe as shown on plans.
- B. Ductile iron shall be domestic material or approved by City. Material shall meet requirements of ASTM A746, AWWA C151, C110, C153, C111, C115, C104, and C600.
- C. Tracer wire to be installed along main and incidental to this bid item, in accordance with tracer wire specification as described in bid items 33-35 above.
- D. All applicable requirements from the PVC installation of sanitary sewer lines also applies to the ductile iron installation. See specification for bid items 75-78 above.
- E. Sanitary sewer service reconnections are included in this bid item.
- F. Measurement and payment shall be made per linear foot of sanitary sewer line installed and includes equipment, tools, and required incidentals for complete installation.

BID ITEMS NO. 87-88 – (10-INCH, OR 12-INCH) STEEL CASING (OPEN CUT)

- A. This bid item includes the cost of the casing pipe, grouting, and all incidental labor and materials necessary for a complete installation.
- B. Casing pipe shall be new steel conforming to ANSI B36.10 and the following:

- a. Field Strength: 36,000 psi minimum.
- b. Wall thickness: 0.375 in. minimum.
- c. Diameter: as specified
- d. Joints: Continuous circumferential weld in accordance with AWS D1.1.
- C. Pressure grouting is required between the outside of the pipe and soil after completion of pipe installation by other than open cut, at no extra pay.
- D. Steel casing pipe installation shall be performed as recommended by the manufacturer.
- E. The cost of concrete plugs at the upper and lower ends of the encasement pipe, including appurtenances, shall be covered under this Bid Item.
- F. Measurement and payment shall be made per linear foot of casing installed and includes equipment, tools, and required incidentals for complete installation.

BID ITEMS NO. 89 – CONCRETE ENCASEMENT

- A. This work shall conform to NCTCOG Item 504.5.
- B. Concrete encasement shall be installed in accordance with Class “G” Embedment with the exception that the minimum dimension of concrete around the pipe shall be 6 inches. Concrete encasement shall be Type “B” – 2,000 psi compressive strength at 28 days.
- C. This item can be used for either water or sanitary sewer lines.
- D. Measurement and payment shall be made per linear foot of concrete encasement installed and shall include supporting pipe and furnishing and installing concrete.

BID ITEM NO. 90-91 – 4-INCH SANITARY SEWER SERVICE LINE (SHORT OR LONG)

- A. This work shall conform to NCTCOG Item 507 and shall include the furnishing and installation of new 4-inch sanitary sewer service lines to replace existing service lines.
- B. The Contractor to field verify service line locations prior to furnishing and installation.
- C. All services shall be PVC SDR 26 and shall follow the City of Richland Hills standard detail.
- D. This pay item includes installation of waste water clean-outs, per City standard detail and shall be domestic made.
- E. Measurement for this Bid Item shall be made per each sanitary sewer service line installed and includes all materials, labor, equipment, and incidentals necessary for the complete installation.

BID ITEM NO. 92 – SANITARY SEWER BYPASS PUMPING

- A. If bypass pumping is deemed necessary to have a separate pay item, it will be included in this item. In usual circumstances, bypass pumping is considered subsidiary to the line or manhole installation.
- B. Bypass pumping shall meet NCTCOG Division 600 items.
- C. Pumping shall be coordinated with City staff and notification provided prior to beginning pumping.
- D. The cost for bypass pumping includes all tool, equipment, labor required to complete the pumping. Bypass pumping will be paid for by the calendar day that pumping operations are needed.

BID ITEM NO. 93 – SANITARY SEWER PRE-CONSTRUCTION TELEVISION INSPECTION

- A. This work shall conform to NCTCOG Item 507.5.2 and shall include the television inspection of existing sanitary sewer main that are to be abandoned prior to construction in order to determine the locations of existing service connections.
- B. Television inspection shall be performed in accordance with NCTCOG Item 507.2.
- C. The Contractor shall employ a firm qualified in the type of work to make the television inspections.
- D. The City's inspector shall be present during the television inspection.
- E. The Contractor shall furnish the City a color videotape of all television inspections.
- F. Cleaning and bypass pumping will be performed as necessary to allow the television inspection.
- G. Measurement and payment will be on a per linear foot basis for the length of line actually inspected. Cleaning shall be considered subsidiary to this item.

BID ITEM NO. 94 – SANITARY SEWER POST-CONSTRUCTION TELEVISION INSPECTION

- A. This work shall conform to NCTCOG Item 507.5.2 and shall include the television inspection of installed sanitary sewer main prior to acceptance.
- B. The Contractor shall employ a firm qualified in the type of work to make the television inspections.
- C. The City's inspector shall be present during the television inspection.

- D. The Contractor shall furnish the City a color videotape of all television inspections.
- E. Measurement and payment will be on a per linear foot basis for the length of line actually inspected.

BID ITEM NO. 95 – SILT FENCE

- A. Refer to NCTCOG Item No. 201.5 and NCTCOG Standard Drawings 1060A and 1060B.
- B. The Contractor shall be paid under this item based on the linear foot of silt fence installed. Payment shall include all labor, materials and incidentals necessary to install and maintain the silt fence during the project.

BID ITEM NO. 96 – INLET PROTECTION

- A. This work shall conform to NCTCOG Item 201.14 and shall include the installation of inlet protection as shown on the plans.
- B. Measurement and payment shall be made per each inlet protection feature installed.

III. NON-PAY ITEMS

NON-PAY ITEM – ALL LABORATORY TESTING

- A. Contractor shall be responsible for performing quality control testing to verify that the specifications are met. Quality Control testing shall be included in the price bid for the respective paving or utility item. The Contractor shall hire an independent testing lab (approved by the City) to perform quality assurance testing for the project.
- B. All testing shall be in accordance with the latest methods of the American Society for Testing and Materials.
- C. Field density tests and gradation tests of the subgrade shall be at the rate of 1 test per every 200 linear feet of roadway and at each service location. Testing locations should be coordinated with the City Inspector.
- D. Concrete testing shall be one set of test cylinders per 50 cubic yards poured or once per day, whichever is greater. Each concrete test will require a minimum of 4 cylinders, 1 for a 7-day, 1 for 14-day, and 2 for 28-day testing. The contractor must submit a mix design to the Engineer for approval prior to construction.
- E. Asphalt Testing – The Contractor must submit a mix design to the Engineer for approval prior to construction. The Contractor will be required to establish a rolling pattern, the Contractor will have a density test performed after each pass of

the roller, until 95% of standard density and 20% air voids is achieved. If the mix design is changed, the Contractor will be required to reestablish the rolling pattern.

NON-PAY ITEM – SAWCUTS

- A. All full depth saw-cutting required for the construction and/or removal of asphalt pavement, concrete pavement, driveways, curb and gutter, etc. shall be included in the price bid for the individual paving or utility item.

NON-PAY ITEM – EXISTING UTILITIES

- A. The location and dimensions shown on the plans relative to existing utilities are based on the best information available. It shall be the Contractor's responsibility to verify locations of adjacent and/or conflicting utilities sufficiently in advance of the construction process to provide adequate clearance. The Contractor shall take all necessary precautions to protect all services encountered. Should the Contractor damage service lines due to his negligence, the lines shall be repaired and adjusted by the Contractor at the Contractor's expense.

CONTRACT BID PROPOSAL FY 2022 DRAINAGE, WATER & SANITARY SEWER UNIT PRICE CONTRACT						
Item No.	Description	Unit of Measure	Quantity Range	Bid Quantity	Unit Price	Bid Value
1a	Mobilization & General Site Preparation (\$0-\$10,000 Task Order Amount)	LS	1	1	\$ 2,000.00	\$ 2,000.00
1b	Mobilization & General Site Preparation (\$10,001-\$25,000 Task Order Amount)	% Task amount	1	20%	\$2,000.20-\$5,000.00	\$ 5,000.00
1c	Mobilization & General Site Preparation (\$25,001-\$50,000 Task Order Amount)	% Task amount	1	10%	\$2,500.10-\$5,000.00	\$ 5,000.00
1d	Mobilization & General Site Preparation (\$50,001-\$100,000 Task Order Amount)	% Task amount	1	10%	\$5,000.10-\$10,000	\$ 10,000.00
1e	Mobilization & General Site Preparation (\$100,001-\$500,000 Task Order Amount)	% Task amount	1	5%	\$5,050.00-\$25,000.00	\$ 25,000.00
2a	Construction Staking (\$0-\$10,000 Task Order Amount)	LS	1	1	\$ 850.00	\$ 850.00
2b	Construction Staking (\$10,001-\$25,000 Task Order Amount)	LS	1	1	\$ 1,000.00	\$ 1,000.00
2c	Construction Staking (\$25,001-\$50,000 Task Order Amount)	LS	1	1	\$ 1,500.00	\$ 1,500.00
2d	Construction Staking (\$50,001-\$100,000 Task Order Amount)	LS	1	1	\$ 2,000.00	\$ 2,000.00
2e	Construction Staking (\$100,001-\$500,000 Task Order Amount)	LS	1	1	\$ 2,500.00	\$ 2,500.00
3	Barricades, Warning and Detour Signs, and Traffic Handling	Working Days	0-5 6-10 11-20 21-40	5 10 20 40	\$ 400.00 \$ 400.00 \$ 400.00 \$ 400.00	\$ 2,000.00 \$ 4,000.00 \$ 8,000.00 \$ 16,000.00
4	Sawcut and Remove Existing Asphalt Pavement	LS SF	UP TO 40 SF 41-100 151-500	1 100 500	\$ 1,000.00 \$ 7.00 \$ 5.00	\$ 1,000.00 \$ 700.00 \$ 2,500.00
5	Sawcut and Remove Existing Concrete Pavement	LS SF	UP TO 40 SF 41-150 151-500	1 150 500	\$ 2,500.00 \$ 10.00 \$ 7.00	\$ 2,500.00 \$ 1,500.00 \$ 3,500.00
6	Sawcut and Remove Existing Concrete Driveway	LS SF	UP TO 40 SF 41-150 151-500	1 150 500	\$ 300.00 \$ 12.00 \$ 8.00	\$ 300.00 \$ 1,800.00 \$ 4,000.00
7	Sawcut and Remove Existing Concrete Curb and Gutter	LS LF	UP TO 40' 41-200 201-500 501-1000	1 200 500 1000	\$ 2,000.00 \$ 8.00 \$ 5.00 \$ 6.00	\$ 2,000.00 \$ 1,600.00 \$ 2,500.00 \$ 6,000.00
8	Unclassified Street Excavation	LS CY	UP TO 200 CY 201-500 501-2000 2001-5000	1 500 2000 5000	\$ 35,000.00 \$ 60.00 \$ 53.00 \$ 50.00	\$ 35,000.00 \$ 30,000.00 \$ 106,000.00 \$ 250,000.00
9	Flowable Fill	LS CY	UP TO 20 CY 21-50 51-100 101-500	1 50 100 500	\$ 2,500.00 \$ 125.00 \$ 125.00 \$ 125.00	\$ 2,500.00 \$ 6,250.00 \$ 12,500.00 \$ 62,500.00
10	Block Sodding	LS SY	UP TO 100 SY 101-250 251-1000	1 250 1000	\$ 4,500.00 \$ 16.00 \$ 10.00	\$ 4,500.00 \$ 4,000.00 \$ 10,000.00
11	Hydromulch Seeding	LS SY	UP TO 100 SY 101-250 251-1000	1 250 1000	\$ 1,500.00 \$ 5.00 \$ 4.00	\$ 1,500.00 \$ 1,250.00 \$ 4,000.00
12	6-Inch Thick Grade A, Type 1 or 2 Flex Base	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 4,500.00 \$ 26.00 \$ 23.00	\$ 4,500.00 \$ 3,900.00 \$ 11,500.00
13	4-Inch Thick HMA Type "B" Base Course	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 9,575.00 \$ 60.00 \$ 56.00	\$ 9,575.00 \$ 9,000.00 \$ 28,000.00
14	2-Inch Thick HMA Type "D" Surface Course	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 8,500.00 \$ 39.00 \$ 37.00	\$ 8,500.00 \$ 5,850.00 \$ 18,500.00
15	6-inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Pavement	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 15,000.00 \$ 84.00 \$ 83.00	\$ 15,000.00 \$ 12,600.00 \$ 41,500.00
16	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Driveway and Approach	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 6,400.00 \$ 80.00 \$ 78.00	\$ 6,400.00 \$ 12,000.00 \$ 39,000.00
17	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Valley Gutter	LS SY	UP TO 40 SY 41-150 151-500	1 150 500	\$ 9,400.00 \$ 135.00 \$ 105.00	\$ 9,400.00 \$ 20,250.00 \$ 52,500.00

18	6-Inch Concrete Curb and Gutter	LS	UP TO 40'	1	\$	2,400.00	\$	2,400.00
		LF	41-200	200	\$	30.00	\$	6,000.00
			201-500	500	\$	25.00	\$	12,500.00
			501-1000	1000	\$	25.00	\$	25,000.00
19	Trench Safety for Storm Drain Lines	LS	UP TO 8'	1	\$	500.00	\$	500.00
		LF	9-40	1	\$	600.00	\$	600.00
			41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	6.00	\$	3,000.00
			501-1000	1000	\$	6.00	\$	6,000.00
20	18-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	4,800.00	\$	4,800.00
		LF	9-40	1	\$	6,100.00	\$	6,100.00
			41-100	100	\$	90.00	\$	9,000.00
			101-500	500	\$	90.00	\$	45,000.00
			501-1000	1000	\$	90.00	\$	90,000.00
21	24-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	5,000.00	\$	5,000.00
		LF	9-40	1	\$	6,800.00	\$	6,800.00
			41-100	100	\$	118.00	\$	11,800.00
			101-500	500	\$	118.00	\$	59,000.00
22	30-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	510.00	\$	510.00
		LF	9-40	1	\$	7,600.00	\$	7,600.00
			41-100	100	\$	160.00	\$	16,000.00
			101-500	500	\$	160.00	\$	80,000.00
23	36-Inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)	LS	UP TO 8'	1	\$	5,400.00	\$	5,400.00
		LF	9-40	1	\$	9,100.00	\$	9,100.00
			41-100	100	\$	236.00	\$	23,600.00
			101-500	500	\$	236.00	\$	118,000.00
24	Storm Sewer Pre-Construction Television Inspection	LS	UP TO 8'	1	\$	350.00	\$	350.00
		LF	9-40	1	\$	350.00	\$	350.00
			41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	6.00	\$	3,000.00
25	Storm Sewer Post-Construction Television Inspection	LS	UP TO 8'	1	\$	350.00	\$	350.00
		LF	9-40	1	\$	350.00	\$	350.00
			41-100	100	\$	4.00	\$	400.00
			101-500	500	\$	4.00	\$	2,000.00
26	10-Foot Standard Curb Inlet	EA	1-2	2	\$	5,100.00	\$	10,200.00
			3-5	5	\$	5,100.00	\$	25,500.00
27	Clear Inlet/Storm Drain Blockage	EA	1-3	3	\$	3,500.00	\$	10,500.00
			4-10	10	\$	3,500.00	\$	35,000.00
28	Trench Safety for Water Lines	LS	UP TO 14'	1	\$	500.00	\$	500.00
		LF	15-40	1	\$	500.00	\$	500.00
			41-100	100	\$	5.00	\$	500.00
			101-500	500	\$	3.00	\$	1,500.00
			501-1000	1000	\$	3.00	\$	3,000.00
29	Remove Water Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	2,500.00	\$	2,500.00
		LF	15-40	1	\$	2,500.00	\$	2,500.00
			41-100	100	\$	26.00	\$	2,600.00
			101-500	500	\$	26.00	\$	13,000.00
			501-1000	1000	\$	26.00	\$	26,000.00
30	Abandon Water Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	850.00	\$	850.00
		LF	14-40	1	\$	1,200.00	\$	1,200.00
			41-100	100	\$	20.00	\$	2,000.00
			101-500	500	\$	20.00	\$	10,000.00
31	Remove & Salvage Existing Fire Hydrant	EA	1-2	2	\$	500.00	\$	1,000.00
			3-5	5	\$	500.00	\$	2,500.00
32	Remove & Salvage Existing Water Valve	EA	1-2	2	\$	300.00	\$	600.00
			3-5	5	\$	300.00	\$	1,500.00
33	6-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$	3,500.00	\$	3,500.00
		LF	15-40	1	\$	4,800.00	\$	4,800.00
			41-100	100	\$	120.00	\$	12,000.00
			101-500	500	\$	112.00	\$	56,000.00
			501-1000	1000	\$	108.00	\$	108,000.00

34	8-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$ 3,500.00	\$ 3,500.00
			15-40	1	\$ 5,000.00	\$ 5,000.00
		LF	41-100	100	\$ 130.00	\$ 13,000.00
			101-500	500	\$ 126.00	\$ 63,000.00
			501-1000	1000	\$ 122.00	\$ 122,000.00
35	10-Inch AWWA C900 PVC DR 18 (Class 150) Water Line (Open Cut)	LS	UP TO 14'	1	\$ 3,500.00	\$ 3,500.00
			15-40	1	\$ 5,500.00	\$ 5,500.00
		LF	41-100	100	\$ 145.00	\$ 14,500.00
			101-500	500	\$ 142.00	\$ 71,000.00
			501-1000	1000	\$ 138.00	\$ 138,000.00
36	6-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 3,800.00	\$ 3,800.00
			15-40	1	\$ 4,500.00	\$ 4,500.00
		LF	41-100	100	\$ 105.00	\$ 10,500.00
			101-500	500	\$ 96.00	\$ 48,000.00
			501-1000	1000	\$ 95.00	\$ 95,000.00
37	8-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 3,800.00	\$ 3,800.00
			15-40	1	\$ 5,000.00	\$ 5,000.00
		LF	41-100	100	\$ 125.00	\$ 12,500.00
			101-500	500	\$ 120.00	\$ 60,000.00
			501-1000	1000	\$ 118.00	\$ 118,000.00
38	10-Inch AWWA C901 SDR 11 HDPE Water Line (Pipe Burst)	LS	UP TO 14'	1	\$ 4,200.00	\$ 4,200.00
			15-40	1	\$ 5,500.00	\$ 5,500.00
		LF	41-100	100	\$ 145.00	\$ 14,500.00
			101-500	500	\$ 140.00	\$ 70,000.00
			501-1000	1000	\$ 138.00	\$ 138,000.00
39	AWWA C900 PVC DR 18 (Class 150) 2" Water Line Lowering	LS	UP TO 20'	1	\$ 4,500.00	\$ 4,500.00
40	AWWA C900 PVC DR 18 (Class 150) 3" Water Line Lowering	LS	UP TO 20'	1	\$ 5,000.00	\$ 5,000.00
41	AWWA C900 PVC DR 18 (Class 150) 4" Water Line Lowering	LS	UP TO 20'	1	\$ 5,500.00	\$ 5,500.00
42	AWWA C900 PVC DR 18 (Class 150) 6" Water Line Lowering	LS	UP TO 20'	1	\$ 6,100.00	\$ 6,100.00
43	AWWA C900 PVC DR 18 (Class 150) 8" Water Line Lowering	LS	UP TO 20'	1	\$ 6,500.00	\$ 6,500.00
44	2-Inch Temporary Water Line with Meter Connections	LF	1-100	100	\$ 20.00	\$ 2,000.00
			101-500	500	\$ 16.00	\$ 8,000.00
			501-1000	1000	\$ 15.00	\$ 15,000.00
45	3-Inch Temporary Water Line with Meter Connections	LF	1-100	100	\$ 20.00	\$ 2,000.00
			101-500	500	\$ 16.00	\$ 8,000.00
			501-1000	1000	\$ 15.00	\$ 15,000.00
46	6-Inch Gate Valve	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
47	8-Inch Gate Valve	EA	1-2	2	\$ 1,600.00	\$ 3,200.00
			3-5	5	\$ 1,600.00	\$ 8,000.00
48	10-Inch Gate Valve	EA	1-2	2	\$ 2,200.00	\$ 4,400.00
			3-5	5	\$ 2,200.00	\$ 11,000.00
49	6-Inch Cut In Gate Valve	EA	1-2	2	\$ 2,100.00	\$ 4,200.00
			3-5	5	\$ 2,100.00	\$ 10,500.00
50	8-Inch Cut In Gate Valve	EA	1-2	2	\$ 2,600.00	\$ 5,200.00
			3-5	5	\$ 2,600.00	\$ 13,000.00
51	Connect to Water Line (Existing or Proposed up to 10-inch)	EA	1-2	2	\$ 6,000.00	\$ 12,000.00
			3-5	5	\$ 6,000.00	\$ 30,000.00
52	3/4" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
53	1" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 1,500.00	\$ 3,000.00
			3-5	5	\$ 1,500.00	\$ 7,500.00
54	2" Water Service Line (Short)(Copper) w/meter box	EA	1-2	2	\$ 2,500.00	\$ 5,000.00
			3-5	5	\$ 2,500.00	\$ 12,500.00
55	3/4" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 1,600.00	\$ 3,200.00
			3-5	5	\$ 1,600.00	\$ 8,000.00
56	1" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 2,000.00	\$ 4,000.00
			3-5	5	\$ 2,000.00	\$ 10,000.00
57	2" Water Service Line (Long)(Copper) w/meter box	EA	1-2	2	\$ 2,600.00	\$ 5,200.00
			3-5	5	\$ 2,600.00	\$ 13,000.00
58	3/4" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$ 1,200.00	\$ 2,400.00
			3-5	5	\$ 1,200.00	\$ 6,000.00
59	1" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$ 1,300.00	\$ 2,600.00
			3-5	5	\$ 1,300.00	\$ 6,500.00

60	2" Water Service Line (Short)(HDPE) w/meter box	EA	1-2	2	\$	2,400.00	\$	4,800.00
			3-5	5	\$	2,400.00	\$	12,000.00
61	3/4" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	1,300.00	\$	2,600.00
			3-5	5	\$	1,300.00	\$	6,500.00
62	1" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	1,600.00	\$	3,200.00
			3-5	5	\$	1,600.00	\$	8,000.00
63	2" Water Service Line (Long)(HDPE) w/meter box	EA	1-2	2	\$	2,000.00	\$	4,000.00
			3-5	5	\$	2,000.00	\$	10,000.00
64	Fire Hydrant Assembly	EA	1-2	2	\$	4,600.00	\$	9,200.00
			3-5	5	\$	4,600.00	\$	23,000.00
65	Adjust Water Valve Stack to Grade	EA	1-2	2	\$	300.00	\$	600.00
			3-5	5	\$	300.00	\$	1,500.00
66	Concrete Pad for Water Valves	EA	1-2	2	\$	175.00	\$	350.00
			3-5	5	\$	175.00	\$	875.00
67	Trench Safety Sanitary Sewer Lines	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	6.00	\$	600.00
			101-500	500	\$	3.00	\$	1,500.00
			501-1000	1000	\$	3.00	\$	3,000.00
68	Remove Sanitary Sewer Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	2,500.00	\$	2,500.00
			15-40	1	\$	2,500.00	\$	2,500.00
		LF	41-100	100	\$	16.00	\$	1,600.00
			101-500	500	\$	16.00	\$	8,000.00
			501-1000	1000	\$	16.00	\$	16,000.00
69	Abandon Sanitary Sewer Lines (Up to 12-inch Diameter)	LS	UP TO 14'	1	\$	850.00	\$	850.00
			15-40	1	\$	1,200.00	\$	1,200.00
		LF	41-100	100	\$	20.00	\$	2,000.00
			101-500	500	\$	20.00	\$	10,000.00
			501-1000	1000	\$	20.00	\$	20,000.00
70	Remove Existing Sanitary Sewer Manhole	EA	1-2	2	\$	500.00	\$	1,000.00
			3-5	5	\$	500.00	\$	2,500.00
71	4-foot Diameter Standard Sanitary Sewer Manhole (0 to 6 feet deep) with concrete blockout	EA	1-2	2	\$	4,600.00	\$	9,200.00
			3-5	5	\$	4,600.00	\$	23,000.00
72	4-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with concrete blockout	EA	1-2	2	\$	5,500.00	\$	11,000.00
			3-5	5	\$	5,500.00	\$	27,500.00
73	Extra Depth for 4-foot Diameter Sanitary Sewer Manhole	VF	1-10	10	\$	250.00	\$	2,500.00
			11-25	25	\$	250.00	\$	6,250.00
			26-50	50	\$	250.00	\$	12,500.00
74	Sanitary Sewer Access Device	EA	1-2	2	\$	4,200.00	\$	8,400.00
			3-5	5	\$	4,200.00	\$	21,000.00
75	6-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	5,400.00	\$	5,400.00
			15-40	1	\$	4,800.00	\$	4,800.00
		LF	41-100	100	\$	88.00	\$	8,800.00
			101-500	500	\$	86.00	\$	43,000.00
			501-1000	1000	\$	86.00	\$	86,000.00
76	8-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	5,800.00	\$	5,800.00
			15-40	1	\$	5,200.00	\$	5,200.00
		LF	41-100	100	\$	103.00	\$	10,300.00
			101-500	500	\$	100.00	\$	50,000.00
			501-1000	1000	\$	100.00	\$	100,000.00
77	10-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	6,200.00	\$	6,200.00
			15-40	1	\$	6,000.00	\$	6,000.00
		LF	41-100	100	\$	110.00	\$	11,000.00
			101-500	500	\$	108.00	\$	54,000.00
			501-1000	1000	\$	108.00	\$	108,000.00
78	12-inch PVC SDR 26 Sanitary Sewer (open cut)	LS	UP TO 14'	1	\$	7,000.00	\$	7,000.00
			15-40	1	\$	6,600.00	\$	6,600.00
		LF	41-100	100	\$	125.00	\$	12,500.00
			101-500	500	\$	124.00	\$	62,000.00
			501-1000	1000	\$	124.00	\$	124,000.00
79	6-inch HDPE IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,000.00	\$	5,000.00
			15-40	1	\$	5,000.00	\$	5,000.00
		LF	41-100	100	\$	99.00	\$	9,900.00
			101-500	500	\$	97.00	\$	48,500.00
			501-1000	1000	\$	97.00	\$	97,000.00

80	8-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,000.00	\$	5,000.00
			15-40	1	\$	5,000.00	\$	5,000.00
		LF	41-100	100	\$	105.00	\$	10,500.00
			101-500	500	\$	103.00	\$	51,500.00
			501-1000	1000	\$	103.00	\$	103,000.00
81	10-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	5,800.00	\$	5,800.00
			15-40	1	\$	5,800.00	\$	5,800.00
		LF	41-100	100	\$	125.00	\$	12,500.00
			101-500	500	\$	123.00	\$	61,500.00
			501-1000	1000	\$	123.00	\$	123,000.00
82	12-inch PVC IPS SDR 17 Sanitary Sewer (Pipe Burst)	LS	UP TO 14'	1	\$	8,600.00	\$	8,600.00
			15-40	1	\$	8,600.00	\$	8,600.00
		LF	41-100	100	\$	145.00	\$	14,500.00
			101-500	500	\$	142.00	\$	71,000.00
			501-1000	1000	\$	142.00	\$	142,000.00
83	6-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	5,600.00	\$	5,600.00
			15-40	1	\$	5,300.00	\$	5,300.00
		LF	41-100	100	\$	98.00	\$	9,800.00
			101-500	500	\$	96.00	\$	48,000.00
			501-1000	1000	\$	96.00	\$	96,000.00
84	8-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	6,000.00	\$	6,000.00
			15-40	1	\$	6,000.00	\$	6,000.00
		LF	41-100	100	\$	105.00	\$	10,500.00
			101-500	500	\$	103.00	\$	51,500.00
			501-1000	1000	\$	103.00	\$	103,000.00
85	10-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	6,200.00	\$	6,200.00
			15-40	1	\$	6,200.00	\$	6,200.00
		LF	41-100	100	\$	122.00	\$	12,200.00
			101-500	500	\$	120.00	\$	60,000.00
			501-1000	1000	\$	120.00	\$	120,000.00
86	12-inch Ductile Iron Sanitary Sewer (Open Cut)	LS	UP TO 14'	1	\$	7,600.00	\$	7,600.00
			15-40	1	\$	7,600.00	\$	7,600.00
		LF	41-100	100	\$	141.00	\$	14,100.00
			101-500	500	\$	138.00	\$	69,000.00
			501-1000	1000	\$	138.00	\$	138,000.00
87	10-inch Steel Casing (Open Cut)	LF	1-20	20	\$	160.00	\$	3,200.00
	21-100		100	\$	160.00	\$	16,000.00	
88	12-inch Steel Casing (Open Cut)	LF	1-20	20	\$	180.00	\$	3,600.00
	21-100		100	\$	180.00	\$	18,000.00	
89	Concrete Encasement	LF	1-20	20	\$	86.00	\$	1,720.00
	21-100		100	\$	60.00	\$	6,000.00	
90	4-Inch Sanitary Sewer Service Line (Short)	EA	1-5	5	\$	1,100.00	\$	5,500.00
	6-15		15	\$	1,100.00	\$	16,500.00	
91	4-Inch Sanitary Sewer Service Line (Long)	EA	1-5	5	\$	1,500.00	\$	7,500.00
	6-15		15	\$	1,500.00	\$	22,500.00	
92	Sanitary Sewer Bypass Pumping	Day	0.5-2	2	\$	8,500.00	\$	17,000.00
	3-15		15	\$	6,000.00	\$	90,000.00	
93	Sanitary Sewer Pre-Construction Television Inspection	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	5.00	\$	500.00
			101-500	500	\$	5.00	\$	2,500.00
			501-1000	1000	\$	5.00	\$	5,000.00
94	Sanitary sewer Post-Construction Television Inspection	LS	UP TO 14'	1	\$	500.00	\$	500.00
			15-40	1	\$	500.00	\$	500.00
		LF	41-100	100	\$	4.00	\$	400.00
			101-500	500	\$	4.00	\$	2,000.00
			501-1000	1000	\$	4.00	\$	4,000.00
95	Silt Fence	LS	UP TO 40'	1	\$	650.00	\$	650.00
			41-100	100	\$	8.00	\$	800.00
		LF	101-500	500	\$	8.00	\$	4,000.00
			501-1000	1000	\$	8.00	\$	8,000.00
96	Inlet Protection	EA	1-2	2	\$	2,000.00	\$	4,000.00
	3-5		5	\$	2,000.00	\$	10,000.00	
TOTAL BASE BID (BID AMOUNT FOR DETERMINING BID RANKINGS ONLY)								\$ 6,015,780.00



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

January 17, 2022
AVO 31515

Mr. Scott Mitchell
Director of Neighborhood Services
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

Re: FY 22 Drainage, Water & Sanitary Sewer Unit Price Contract

Dear Mr. Mitchell:

Bids were opened on the above-referenced project on Monday, January 10, 2022, at the City of Richland Hills. One (1) bid was received, at a price of **\$6,494,530.00** (corrected from the open bid of \$6,485,230.00). Excel 4 Construction, LLC. was the only bidder. The bid totals received are for determining bid rankings only and do not reflect a contract amount to be awarded. The total contract amount will vary depending on the various task order assignments throughout the remainder of Fiscal Year 2022 (September 30, 2022).

We have reviewed the references provided by the bidder, Excel 4 Construction, LLC., and contacted the City of Euless as well as the City of River Oaks.

In a conversation with Hal Cranor with the City of Euless concerning Excel 4 Construction's performance on their FY 2020 Sanitary Sewer Rehab project, Mr. Cranor stated that the project went very smoothly and that he had no complaints. He said that the project was mostly pipe bursting sanitary sewer lines, and that Excel 4 is a top-notch contractor and would highly recommend them. He also stated that he has been working with Excel 4 Construction for many projects in the past.

We also spoke with Mr. Gordon Smith with the City of River Oaks concerning Excel 4 Construction's performance on their Water Distribution System Improvements Phase II project. Mr. Smith stated that the project was completed and went well. He said that the project was a pretty lengthy water line replacement project mostly containing 12" water lines. There was some warranty work needed for this project and Mr. Smith stated that Excel 4 was quick to respond and took care of it in a timely manor and took care of everything. The City of River Oaks highly recommends Excel 4 Construction.



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Excel 4 Construction has also successfully completed many projects for the City of Richland Hills utilizing Luis Conchas as the primary point of contact. Luis is listed as the principal contact for this contract, and he has stated that he will determine the superintendent depending on the size of each task order assignment.

Mr. Conchas submitted all required documents along with their bid proposal. It is the opinion of Halff Associates, Inc. that Excel 4 Construction, LLC. is qualified to perform the work associated with this contract.

Sincerely,

HALFF ASSOCIATES, INC.

David A. Burkett, P.E.