



## INVITATION TO BID (ITB) NO. 2015-017

**CLOSING DATE AND TIME: JANUARY 13, 2015 - 2:00 P.M.**

### **ANNUAL FACILITY MAINTENANCE, TIME AND MATERIAL, REPAIR AND REMODELING CONTRACT**

#### **BIDS SHALL BE SUBMITTED ON THIS FORM**

The City of Mesquite, Texas, invites, mailed or hand delivered bids from all qualified vendors desiring to bid on the Annual Facility Maintenance, Time and Material, Repair and Remodeling Contract, complying with the following specifications as listed herein.

A pre-bid conference will be held at **10:00 a.m. on Monday, January 5, 2015** in the **Fire Administration Conference Room** located at **1515 N. Galloway Avenue, Mesquite, Texas 75149**. Although it is not required, prospective bidders are encouraged to attend this conference.

Address bids to Le Sealey, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB NO. 2015-017; Annual Facility Maintenance, Time and Material, Repair and Remodeling Contract," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered **in a sealed envelope** to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids submitted must be received before bid closing on Tuesday, January 13, 2015 at 2:00 p.m. Faxed or emailed bids will not be accepted on sealed bids.

#### ***GENERAL CLAUSES AND CONDITIONS***

1. If you have questions regarding the preparation of your bid, you may contact Le Sealey, Manager of Purchasing, City of Mesquite, telephone 972-216-6201 or email at: [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com). For technical questions, contact Donnie Taylor, Manager of Building Services, telephone 972-329-8355.
2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

4. 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 City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Mesquite Purchasing Department at 972-216-6201. Or, check our Web site at [www.cityofmesquite.com](http://www.cityofmesquite.com) 24-hours after bid opening for a bid tabulation.
6. Mailed bids must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Mailed bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the ITB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.
7. Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid award.
8. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
9. A completed W-9 form will be required within five (5) business days by the apparent low bidder once notification has been received.
10. The attached Non-Exclusion Affidavit for General Contractor form shall be signed, notarized and submitted with bid.
11. All bids must be signed by an authorized representative of the company.
12. The prices quoted in this bid proposal shall be F.O.B. Mesquite, Texas 75149.
13. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.
14. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.
15. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful bidder.
16. Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price will be taken.
17. Bidder shall complete all information requested and blanks provided shall be filled in on the bid sheet. Failure to completely describe the merchandise being bid may result in rejection of your bid.
18. The City is exempt from all sales and excise taxes.

19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.
20. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.
21. Award of contract shall be made on an "item by item" or "all or nothing" basis at the discretion of the City of Mesquite.
22. Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite.
23. It is the vendor's responsibility to check for any addendums that might have been issued before the bid closing date and time.
24. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite \_\_\_\_\_Yes \_\_\_\_\_No.

25. Price quoted shall prevail for the entire term of the contract; one (1) year starting after bid is awarded by City Council to the successful bidder. A renewal option is included as a part of this bid for an additional two (2) one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.
26. The insurance requirements are included in the bid document. Bidders agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low bidder once notification has been received.
27. The Contract, Performance bond and Payment bond forms are included for Bidders information so that Bidders may be familiar with their contents and requirements. **Bidder shall not fill in or execute these forms at time of bid submittal. Upon award of the bid the awarded vendor will be required to execute the contract. Performance and Payment bonds will be utilized as-needed.**

## SPECIAL PROVISIONS

1. The emergency response time following notification will be used in evaluating the bid for all trades (HVAC, Plumbing, Electrical, Overhead Door Repairs, Glass Replacement, Roofing and Building Automation Controls). The City of Mesquite would like a guarantee that the City will be given priority service.
2. Price escalation: The City of Mesquite favors fixed pricing. However, due to escalating fuel prices, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period and will only be reviewed at annual increments after the initial year; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.
3. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

Bidder shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid submittal. It is the responsibility of the vendor to submit the form.

4. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.

### **Bid Check List:**

- Conflict of Interest Form
- Non-Exclusion Affidavit for General Contractors
- Qualification Statement of Bidder
- A **certified copy** of the Contractor's **current** license for all trades *requiring licensing that includes the following trades:*
  - Class A License for HVAC Trade
  - Master Plumber License\
  - Master Electrician License
  - Irrigator's License
- Bid Sheet
- References – list of previous projects of like scope
- Bid Bond, Performance Bond, Payment Bond
- Special Conditions, Terms, Delivery and Signature page

**TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE**

**RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION**

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

- 1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- 2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

- 1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
- 2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

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

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

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

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

Yes  No

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

**4**

\_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 06/29/2007

## Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

### Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

### Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

### Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

### Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

### Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

**Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723.** All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron  
City Manager



# INSURANCE

## A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker's Compensation -</u> and <u>Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability),</u> <u>including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Complete Operations	\$500,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions)	with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial)</u> <u>Automobile Policy:</u>	Combined Single Limit/ \$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

## B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.

4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

*Certificate of coverage* ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

*Duration of the project* - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

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

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
  - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the “System for Award Management” (SAM) at [www.sam.gov](http://www.sam.gov). One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, \_\_\_\_\_ (Contractor Representative), hereby certify that neither I nor \_\_\_\_\_ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on [www.sam.gov](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_ (Insert State Name)

# QUALIFICATION STATEMENT OF BIDDER

Building Services  
972-329-8355 972-329-8353 FAX  
City of Mesquite P.O. Box 850137  
Mesquite, Texas 75185-0137

Bidder: \_\_\_\_\_

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

**Check One:**     Sole Proprietor     Partnership     Corporation     Joint Venture

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

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

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

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

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

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

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

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

**If the Bidder is a corporation, fill out the following:**

State and County of Incorporation: \_\_\_\_\_

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

Contact Person(s) at Office: \_\_\_\_\_

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

Fax: \_\_\_\_\_

**List Officer of the Corporation and person(s) authorized to execute Contracts on Behalf of the Corporation:**

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

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

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

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

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

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

How many years has your company been in business as a Contractor? \_\_\_\_\_

Has your company previously performed work under a time and material contract? \_\_\_\_\_  
If yes, provide detail on pages 14-15, References.

## *REFERENCES*

List major projects of the type of work qualifying for or similar work completed in the last three years. Give the following information for each project:

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

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

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

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

List incomplete projects, including the following information for each incomplete project listed:

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

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

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

Value of Incomplete Work: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

Value of Incomplete Work: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Municipal Reference:**

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

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

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

## ***BID REQUIREMENTS***

### ***Inspection of Projects***

The undersigned bidder declares that he shall personally inspect the site where the work is to be performed and that he shall be informed of all:

- (1) surface and subsurface conditions, constraints, and facilities which may in any way affect the work, in terms of cost, time, and/or construct ability;
- (2) quantities, types, and natures of materials to be incorporated into the work;
- (3) types and specialties of equipment, tools, labor, and superintendent required to perform the work;
- (4) other matters which in any way will affect the work and/or the performance of the work.

Contractor submits as guarantee that he will execute and issue the required contracts, bonds, insurance, and other required agreements and documents, as set forth under the contract, and general and special provisions of agreement, cashier's check or bid bond payable in full without conditions and upon demand to the City of Mesquite.

Contractor understands and agrees that, should he fail to execute and issue the contract, bonds, insurance, other agreements, and other documents as set forth under the general and special provisions of agreement pertinent to this bid, the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Contractor understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Contractor's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the General Conditions.

### ***Bidder's SubContractor Commitments***

The undersigned bidder declares that they shall only employ a subcontractor that is legally certified and licensed to perform all operations required by a particular job. Subcontractors are required to be experienced in the operations that they are engaged to perform.

The Contractor will adhere to the federally determined prevailing wage rates, set forth by the U.S. Department of Labor. These rates can be viewed on the General Provisions link provided on page 19.

Each subcontractor that the Contractor proposes to use will be evaluated for approval based on the following: a) whether the proposed subcontractor possesses the trade license that the job requires; b) whether the proposed subcontractor has the necessary experience to perform the job; and c) a signed statement by each subcontractor that they are committed to render the services required for the project.

The City reserves the right to reject any subcontractor who fails to meet the qualifications outlined herein. No substitution for any subcontractor previously approved by the City shall be made by the Contractor without prior written approval by the City.

## *TECHNICAL SPECIFICATIONS*

The purpose of this bid is to establish competitive contracts for facility maintenance, renovations, additions and miscellaneous construction tasks throughout the City of Mesquite to be used on an as-needed basis. Bidders are required to provide labor rates and mark-up percentages. These rates and percentages shall be understood to compensate contractors for salaries, insurance, overhead, licenses, permits as required, capital expenditures, equipment, equipment rental and all other expenses associated with performing the work requested. These rates and percentages shall also be the basis for any additional work requested on each project. All contractors supplying prices shall be established contractors whose primary business is the trade category being bid. Sub-contracting work is permitted within the guidelines set forth in the terms and conditions, insurance requirements and bid requirements of this solicitation. All contractors agree to provide materials and services as soon as reasonably possible upon written approval to proceed and in accordance with the schedule provided. In the event the successful contractor is unable to provide services during the time frame required, the City of Mesquite has the right to use another contractor that can meet the response time.

This bid may be awarded to one or more bidders. Once the bid is awarded and projects are identified, contractors awarded this bid will be required to review the work and provide a project price on the basis of rates and percentages included in this bid. Bidders are required to bid materials on a mark-up basis from the price charged to them. Rental equipment charges shall be invoiced at the standard rate without percentage mark-up. A copy of the invoices or similar documentation for all materials and equipment used for each project must accompany each invoice. The City of Mesquite will not be responsible for replacement of small tools or equipment. Time sheets or similar documentation identifying the name and title of each person that worked on the project must also accompany each invoice. Invoices lacking the appropriate backup information will not be processed for payment until all documentation is received and verified.

Bidders are required to provide the trade/skilled labor rate per hour as well as the helper or manual/unskilled labor rate per hour. All labor rates shall be considered fully burdened. Labor rates charged shall be for actual time on the job. No travel time charges will be considered.

Prices bid on each project must be firm or “not to exceed” proposal and will be considered as “turnkey” for each trade. The bid shall represent all charges to be paid unless specified in writing in advance.

A standard workday is eight (8) hours per day. No work will be permitted on Saturdays, Sundays, Holidays or off-hours except as required and authorized by the City of Mesquite. Breaks shall be consistent with the City of Mesquite practice and policy.

All bidders shall submit, with their bid, a list of previous projects of a like scope and condition with reference contact name and phone number. Bidders shall provide years of experience in working with golf course irrigation. E.g. Flowtronex Pump station, Rainbird PARS48+ Controller, Rainbird 700 and 900 Series Golf Rotors.

A certified copy of the Contractor’s current license and licenses for all trades *requiring licensing* that the contractor intends to employ shall be supplied to the City of Mesquite with submission of this bid. Failure to provide a copy of current license may result as an incomplete bid. The trades include:

- Heating, Venting and Air Conditioning – current Class A license
- Plumbing – current Master’s Plumbing license
- Electrical – current Master’s Electrician’s license
- Irrigation – current Irrigation license

The Contractor will provide an after-hours phone number in case of an emergency. Bidders shall state the amount of time for emergency response. Response time will be used in evaluating bids.



The Contractor shall provide an updated list of all vendor personnel or subcontractors at each job site and comply with all safety and security measures required by the City, including Occupational Safety and Health Administration (OSHA), State and County Safety and Health Code and any other applicable rules and regulations.

## **BID ITEM DESCRIPTIONS**

### **The following is a brief outline for Heating, Venting and Air Conditioning:**

Maintenance, repair or replacement of cooling towers, chillers, roof top units, package units, VFD's, compressors, pumps, motors, chill and hot water piping systems, insulating, fan coil units, split systems, boilers, thermostats and relating wiring, replacement of duct work, curbs and curb adapters and exhaust and venting systems.

### **The following is a brief outline for Plumbing:**

Maintenance, repair or replacement of sewer lines and drain systems, removal and replacement of domestic water lines that is located in both inside and outside of buildings, repair, installation and modifications of gas lines, installation or replacement of RPZ backflow devices, hot water heaters and amenities for restrooms and kitchens. In the event of working outside, all ground conditions will be restored to its original condition.

### **The following is brief outline for Glass:**

Maintenance, repair, replacement and installation of all glass related components. Components consists of temporary securing openings in windows, doors, storefronts; broken glass removal and installation, replacement and installation of storefronts, doors, hardware repairs, weatherproofing and various window tinting.

### **The following is brief outline for HVAC Controls:**

Maintenance, repair, programming, troubleshooting of various Building Management Systems (BMS). The current controls are Johnson Controls powered by Niagara. Each BMS system control the following equipment; air handlers, boilers, room temperatures and thermostats, roof top units, split systems, package units, gas furnaces, chillers, cooling towers, chill and hot water pumps, motors, condensing units, condenser water pumps, fan coil units and variable frequency drives (VFD's).

### **The following is brief outline for Fencing:**

Maintenance, repair, replacement and installation of chain link fencing, wood fencing and masonry fencing. Hole auguring and concrete work may be required with installations. Accessories for fencing include line post, corner post, top rail, gates, hardware and other related fencing components.

### **The following is brief outline for Electrical:**

Maintenance, repair, installation and replacement of various electrical components in and around City facilities. Work performed may consist of outside or inside duties. Perform underground electrical line locates and repairs, parking light repairs, submersible lighting repairs, installation of additional circuits, panels, disconnects and make-ready for new service.

### **The following is brief outline for Overhead Doors:**

Maintenance, repair, installation and replacement of various overhead doors in and around City facilities. Locations include the Service Center, Airport hangar doors, (7) Fire Stations and Support Facility, Golf Course, Animal Shelter and Convention Center/Exhibit Hall. Various tasks include replacement of door operators, controls and electronic components, motors, cables, tracks, rollers, chains, safety edges and electronic beams, push buttons and release cord.

### **The following is brief outline for Irrigation:**

Maintenance, repair, installation and replacement of various irrigation components at City facilities, parks, medians and golf course. Work will be performed in all weather conditions. Perform 24-volt line locates, repair or replace lateral lines and main lines from ½" to 10" (gasket and solvent weld), repair or replace irrigation controllers, repair or replace irrigation heads from spray heads to large golf rotors, repair or replace electric valves from 1" to 4", perform maintenance on Flotronex pump station, repair or replace 24-volt electrical wiring and repair, replace and test DCA and RPZ backflow devices. **Park Services Division maintenance request response time must be 48 hours or less. Golf Course maintenance request response time must be the same day.**

## GENERAL PROVISIONS

General Provisions can be obtained through the City of Mesquite's Purchasing Office located at 1515 N. Galloway Avenue or by linking to the City of Mesquite's Website [www.cityofmesquite.com](http://www.cityofmesquite.com) - Department Information – Purchasing Division. For additional information, contact the Purchasing Office at 972-216-6201.

## SCHEDULE OF BID ITEMS

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
1.	1	LS	<p><b>General Carpenter, Drywall: Tape and Bed, Texture, Painting, Wall Covering</b></p> <p>General Labor:                      Standard work week                      Overtime weekdays and Saturday                      Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
2.	1	LS	<p><b>Floor Tile</b></p> <p>Commercial Grade VCT Installation                      Removal and disposal of existing tile                      Removal and disposal of existing carpet                      Rubber cove base installation per lineal foot</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Per Square Foot</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
3.	1	LS	<p><b>Carpet</b></p> <p>Carpet tiles installed                      Roll carpet installed                      Removal and disposal of existing tile                      Removal and disposal of existing carpet</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Per Square Foot</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
4.	1	LS	<p><b>Laminate Wood Flooring</b></p> <p>Installation</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Per Square Foot</p> <p>\$ _____</p> <p>\$ _____</p>
5.	1	LS	<p><b>Heating, Venting and Air Conditioning</b></p> <p>Superintendent:                      Standard work week                      Overtime weekdays and Saturday                      Overtime Sunday and Holidays</p> <p>Technician:                      Standard work week                      Overtime weekdays and Saturday                      Overtime Sunday and Holidays</p>	<p>Hourly Rate</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>Hourly Rate</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

			Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Subcontractor's Markup Cost (if applicable)	Hourly Rate \$ _____ \$ _____ \$ _____ \$ _____
ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
6.	1	LS	<b>Plumbing</b>  Master Plumber: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Journeyman: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Subcontractor's Markup Cost (if applicable)	Hourly Rate \$ _____ \$ _____ \$ _____  Hourly Rate \$ _____ \$ _____ \$ _____  Hourly Rate \$ _____ \$ _____ \$ _____ \$ _____
7.	1	LS	<b>Electrical</b>  Master Electrician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Journeyman: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays  Subcontractor's Markup Cost (if applicable)	Hourly Rate \$ _____ \$ _____ \$ _____  Hourly Rate \$ _____ \$ _____ \$ _____  Hourly Rate \$ _____ \$ _____ \$ _____ \$ _____

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
8.	1	LS	<p><b>Overhead Door Repair</b></p> <p>Technician:  Standard work week  Overtime weekdays and Saturday  Overtime Sunday and Holidays</p> <p>Helper:  Standard work week  Overtime weekdays and Saturday  Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate  \$ _____  \$ _____  \$ _____</p> <p>Hourly Rate  \$ _____  \$ _____  \$ _____</p> <p>\$ _____</p>
9.	1	LS	<p><b>Glass Replacement</b></p> <p>Technician:  Standard work week  Overtime weekdays and Saturday  Overtime Sunday and Holidays</p> <p>Helper:  Standard work week  Overtime weekdays and Saturday  Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate  \$ _____  \$ _____  \$ _____</p> <p>Hourly Rate  \$ _____  \$ _____  \$ _____</p> <p>\$ _____</p>
10.	1	LS	<p><b>Roofing</b></p> <p>Composition Roofing  Removal, proper disposal and replacement</p> <p>Tar and Gravel Roofing  Removal, proper disposal and replacement</p> <p>Roof Coating  All inclusive surface preparation and coating</p> <p>Roof Repairs</p> <p>Installation of metal edging and wall flashing</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Per Square Foot  \$ _____</p> <p>Per Square Foot  \$ _____</p> <p>Per Square Foot  \$ _____</p> <p>Hourly Rate  \$ _____</p> <p>Per Lineal Foot  \$ _____</p> <p>\$ _____</p>

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
11.	1	LS	<p><b>Building Automation Controls</b></p> <p>Service Technician Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Engineering and Programming Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>\$ _____</p>
12.	1	LS	<p><b>Irrigation</b></p> <p>Irrigator: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Labor/Helper: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>\$ _____</p>
13.	1	LS	<p><b>Water treatment of HVAC cooling towers and loop systems</b></p> <p>Technician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>\$ _____</p>

ITEM NO.	QTY.	UNIT	DESCRIPTION	TOTAL
14.	1	LS	<b>Material Markup (%)</b> Includes all materials for all projects/jobs	_____%

Vendors shall supply an explanation and list dollar amounts of other charges not included in above: This includes trip charges and fuel surcharge.

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Emergency Response Time following notification for all trades:

List response time to site: \_\_\_\_\_

Irrigation Emergency Repair response time:

Golf Course            -    Same day:    yes \_\_\_\_\_            no \_\_\_\_\_

Park Maintenance    -    48 hours:    yes \_\_\_\_\_            no \_\_\_\_\_

If no, explain \_\_\_\_\_

Emergency after-hours phone number: \_\_\_\_\_

Comments:

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## SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the above specifications, has read them carefully and will deliver and furnish all merchandise and services as specified above in this bid.

### *DELIVERY*

Contact information for checking status of orders and delivery:

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

### *TERMS*

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

\_\_\_\_\_ % discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of service.

\_\_\_\_\_  
*Firm Name Submitting Bid*

\_\_\_\_\_  
*Print/Type Name of Authorized Representative*

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

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip*

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

\_\_\_\_\_  
*Telefax Number*

\_\_\_\_\_  
*Email Address*



## ***NOTICE***

The Payment Bond, Performance Bond and Subcontractor Acknowledgement will be utilized as-needed. Bidders shall not complete these forms at time of bid submittal.

The following blank spaces in the contract are not to be filled in by the bidder at the time of submitting his bid. The contract form is submitted at this time to familiarize the bidder with the form of contract, which the successful bidder will be required to execute.

PAYMENT BOND

STATE OF TEXAS       §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS §

**THAT** \_\_\_\_\_, of the City of \_\_\_\_\_,  
\_\_\_\_\_ County, State of Texas, (hereinafter referred to as Principal), and  
\_\_\_\_\_ (hereinafter referred to as "Surety"), authorized under the laws of the State of  
Texas to act as Surety on bonds for principals are held and firmly bound unto the City of Mesquite (hereinafter  
referred to as "City") in the penal sum of \$\_\_\_\_\_ (an amount not less than 100% of the  
approximate total amount of the Contract) for 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 City, dated the \_\_\_\_\_day  
of \_\_\_\_\_, 2014, for the **Annual Facility Maintenance, Time and Material, Repair and Remodeling  
Contract – Bid No. 2015-017** to which said Contract is hereby referred to and made a part hereof and as fully and  
to the same extent as if copied at length herein;

**NOW, THEREFORE**, the condition of this obligation is such that the bond guarantees the full and  
proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said  
Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract  
and in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements  
in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said Contract,  
and the claims and specifications 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 V.T.C.A.  
Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 53.201 of  
the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said  
articles to the same extent as if they were fully 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 Plans, Specifications or Drawings  
accompanying same shall in any way 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.

      Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance  
Code and authorized under the laws of Texas to act a surety on bonds for principals.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**PRINCIPAL:**

**SURETY:**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Company:

Company:

\_\_\_\_\_

\_\_\_\_\_

Street Address:

Street Address:

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
City,

\_\_\_\_\_  
State,

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
City,

\_\_\_\_\_  
State,

\_\_\_\_\_  
Zip Code

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

Dallas Telephone Number

**SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):**

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company:

\_\_\_\_\_

Street Address:

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
City,

\_\_\_\_\_  
State, Zip Code

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

Dallas County Telephone Number

**(Attach dated Power of Attorney for Surety)**

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee

PERFORMANCE BOND

STATE OF TEXAS       §  
                                  §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS §

**THAT** \_\_\_\_\_, of the City of \_\_\_\_\_,  
\_\_\_\_\_ County, State of Texas (hereinafter referred to as "Principal"), and  
\_\_\_\_\_ (hereinafter referred to as "Surety"), authorized under the laws of the State of  
Texas to act as Surety on bonds for principals are held and firmly bound unto the **City of Mesquite** (hereinafter  
referred to as "City") in the penal sum of \$\_\_\_\_\_ (not less than 100% of the approximate total  
amount of the Contract as evidenced in the Proposal) for 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 City, dated the  
\_\_\_\_\_day of \_\_\_\_\_, 2014, for the **Annual Facility Maintenance, Time and Material, Repair and  
Remodeling Contract - Bid No. 2015-017** to which said Contract is hereby referred to and made a part hereof  
and 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 fully and  
faithfully executes the work and performance of the Contract in accordance with the Plans, Specifications and  
Contract Documents, including any extensions thereof, and according to the true intent and meaning of said  
Contract and the Plans and Specifications 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 V.T.C.A.  
Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 53.201  
of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said  
articles to the same extent as if they were fully copied at length herein.

      Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the  
amount of any change order or supplemental agreement which increases the contract price with or without notice to  
the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work  
performed thereunder, or the Plans, Specifications or Drawings accompanying the same shall in any way 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.

      Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance  
Code and authorized under the laws of Texas to act a surety on bonds for principals.

      Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty  
materials and workmanship that appear within a period of **two (2) years** from the date of completion and  
acceptance of the improvement by the City.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**PRINCIPAL:**

**SURETY:**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

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

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

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address:

Street Address:

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

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

Dallas Telephone Number

**SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):**

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

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

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

Company: \_\_\_\_\_

Street Address:

\_\_\_\_\_  
(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

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

Dallas County Telephone Number

**(Attach dated Power of Attorney for Surety)**

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney or Designee

# CONTRACT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF MESQUITE, TEXAS, of the County of Dallas and State of Texas, acting through Ted Barron, City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed CITY, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

## I. Description of Work

The CONTRACTOR shall perform all of the work as specified in the contract documents such work generally described as:

### **Annual Facility Maintenance, Time and Material, Repair and Remodeling Contract Bid No. 2015-017**

Plans and Specifications prepared by:

(Name of Consultant or, if none, City Department)

All work shall be performed at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete the work, in accordance with the contract documents.

## II. Contract Documents

The contract documents shall consist of this written agreement, the Time and Materials Bid No. 2012-006, provisions of the Contract including the standard city general provisions (excluding GP 9.1), special and all other provisions, advertisement for bid, instruction to bidders, bidders proposal, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this agreement all of which has been identified by the CITY and the CONTRACTOR and are attached hereto. The contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are as fully a part of the contract as if attached to or repeated in this agreement. The contract documents may be altered, amended or modified only as provided in the general or special provisions.

## III. Time of Commencement, Completion and Liquidated Damages

The work to be performed under this contract shall be commenced by CONTRACTOR upon final execution of this contract and notice from CITY to proceed. All work to be performed under this contract shall be substantially completed within \_\_\_\_\_ days of the date of commencement of the work, subject to extensions of time provided in accordance with the contract documents.

Time is of the essence in this contract and it is understood by CONTRACTOR and CITY that actual damages caused by the failure of CONTRACTOR to complete the work within the stated time are impractical or extremely difficult to fix or ascertain, and that per diem deduction from the contract price shall be retained by the CITY as payment by CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained as set forth in the contract documents.

#### **IV. Contract Price**

CITY shall pay the CONTRACTOR for the performance of the work, subject to additions and deductions by change order or as otherwise provided in the provisions of the contract, in current funds the contract sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents ( \$ \_\_\_\_\_ ).

#### **V. Compliance with Applicable Laws**

CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect CONTRACTOR or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, CONTRACTOR is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest questionnaire and returning same to City in accordance with provisions thereof. Failure to comply with any applicable laws, including the provisions of Chapter 176, may result in: i) the forfeiture by CONTRACTOR of all benefits of this contract; ii) the retainage by City of all services performed by CONTRACTOR and iii) the recovery by City of all consideration, or the value of all consideration, paid to CONTRACTOR pursuant to this contract.

IN WITNESS WHEREOF, the CITY AND CONTRACTOR have executed this Agreement in the year and day first above written.

CITY OF MESQUITE  
(CITY)

CONTRACTOR

By: \_\_\_\_\_  
Ted Baron, City Manager

By: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

ATTEST:

Printed title: \_\_\_\_\_

By: \_\_\_\_\_  
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of Dallas: Before me the undersigned authority on this day personally appeared \_\_\_\_\_, known to be the person whose name is subscribed to the foregoing document and known to me to be the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney or Designee

\_\_\_\_\_  
Notary Public in and for the State of Texas



# ***SUBCONTRACTOR ACKNOWLEDGEMENT***

Building Services  
PHONE) 972-329-8355 FAX) 972-329-8353  
City of Mesquite P.O. Box 850137  
Mesquite, Texas 75185-0137

Name of Authorizing Contractor: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

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

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

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

How many years of experience do you have in the trade that you are being hired for? \_\_\_\_\_

Have you or your company previously performed work under a time and material contract? \_\_\_\_\_

I, \_\_\_\_\_, acknowledge that I am legally and technically qualified to perform the

duties of the job that I have accepted to perform on behalf of the Contractor. I also confirm that I am committed

to perform all duties completely and accurately in a manner that will render the services required for this job.

\_\_\_\_\_  
SUBCONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

## TO THE VENDOR

### DID YOU REMEMBER TO:

- *Abide by the General and Special Conditions*
- *Make note of the opening date and time. All bids must be submitted by 2:00 p.m. Bids received after 2:00 p.m. will not be accepted.*
- *Fill in the **unit** and **extended price** on your bid proposal.*
- *Fill in the **total amount**.*
- *Fill in the terms, if requested.*
- *Acknowledge receipt of all addendums.*
- *Fill in the **delivery time** or the **calendar days** (if applicable).*
- *Fill in the **company name, address and phone number**.*
- ***Sign bid proposal.***
- *Include on the front of your sealed envelope the following information: **Company name, address, bid number, opening date and time.***

Mailing Address:

City of Mesquite  
P.O. Box 850137  
Mesquite, TX 75185-0137

Purchasing Office  
972-216-6201  
972-216-6397 Fax

Physical Address:

City of Mesquite  
1515 N. Galloway  
Mesquite, TX 75149

If the procedures are not followed, your bid could be disqualified.

Thank you

Le Sealey  
Manager of Purchasing