



**REQUEST FOR BID
RFB NO. 2025-055**

**CLOSING DATE AND TIME
WEDNESDAY, FEBRUARY 26, 2025 - 2:00 P.M.**

**CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR &
REMODELING CONTRACT**

The City of Mesquite, Texas, invites mailed or hand delivered bids from all qualified bidders desiring to bid on the referenced bid with the following specifications as listed herein.

Mark envelope in lower left corner “RFB No. 2025-055; CDBG Rehabilitation Contractors, Time & Material, Repair & Remodeling Contract,” so the bids will not be opened until the appointed hour.

Bids submitted must be received **before** bid closing on **Wednesday, February 26, 2025, at 2:00 p.m.** Faxed or emailed bids will not be accepted.

A pre-bid conference will be held at **2:00 p.m. on Tuesday, February 18, 2025, in Training Room A & B** located at **757 N. Galloway Ave, 2nd Floor, Mesquite, Texas 75149.** Although it is not required, prospective bidders are encouraged to attend this conference.

All questions must be submitted via email at purchasing@cityofmesquite.com on **Thursday, February 20, 2025, at 10:00 a.m.** Responses will be provided in the form of an addendum after the question deadline.

For Mailed Bids, please address as follows:

Ryan Williams, Manager of Purchasing
City of Mesquite
P.O. Box 850137
Mesquite, Texas 75185-0137

For Hand-Delivered Bids or Submitted by Courier, please place in a sealed envelope or box:

Ryan Williams, Manager of Purchasing
City of Mesquite
757 N. Galloway Avenue, 2nd Floor
Mesquite, Texas 75149

CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS

1. **CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF MESQUITE (CITY). TAKING EXCEPTION TO THESE CLAUSES AND CONDITIONS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **Questions:** For questions regarding bid preparation, please contact: purchasing@cityofmesquite.com.
3. **Correspondence:** The City assigned number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.
4. **Preparation Cost:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any bids or materials submitted in response to any bid or quotation.
5. **Bid Packet Completion Required:** City of Mesquite bid packets have sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bid may be found non-responsive. Failure to complete all requirements in a timely manner, prior to award, may be used by the City in determining a bidder's responsibility.
6. **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.
7. **Bid Submission:** Bids must be **received as one (1) marked "original" plus one (1) digital copy on a USB flash drive**, on this form, prior to the closing date and time to be considered. (This does not apply to bids submitted electronically via BidNet Direct.) 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 RFB. 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.
8. **Addenda:** Any interpretations, corrections or changes to this bid packet will be made by addenda issued by the City of Mesquite Purchasing Division. It is the bidder's responsibility to check for any addendums that may have been issued before the bid closing date and time.
9. **Public Documents:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be confidential, trademarked, copyrighted, or proprietary must be clearly and ambiguously marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.
10. **Bid Opening:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project.
11. **Bid Tabulation:** Bidders desiring a copy of the bid tabulation may view the results online forty-eight (48) hours after the bid opening at www.cityofmesquite.com. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL.**
12. **Award:** The City reserves the right to award:
 - a. In whole or in part as determined to be in the best interest of the City; and/or
 - b. A separate contract to separate bidders for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts.

13. **Estimated Quantities:** 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 bidder shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.
14. **Ambiguities:** Any ambiguity in the bid because 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.
15. **Best Advantage:** The City of Mesquite reserves the right to reject any and all bids, without cause, and to waive any defect, irregularity, or informality and to make award of the bid as may be deemed to the best advantage of the City.
16. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, bidder shall state exactly which specifications the bidder seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being bid may result in rejection of bid.
17. **Revised Bids:** The bid that is submitted last will supersede any previous versions within the submission deadline.
18. **Altering Bid Prices:** Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
19. **Pricing:** Bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
20. **Error-Quantity:** 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 shall govern.
21. **Withdrawal of Bids:** Bidder agrees that a bid price may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
22. **Prices Prevail for Term:** Prices quoted by bidder shall prevail for the entire term of the contract as stated herein or in the bid packet.
23. **Term of Contract:** Unless otherwise stated in the bid packet, the term of the contract shall be for one (1) year starting after bid is awarded to the successful bidder. A renewal option is included as a part of this bid for an additional four (4) automatic one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.
24. **Insurance:** 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 shall be submitted by the bidder to the City of Mesquite Purchasing Office within 10 business days of bidder receiving notice from the City that they are the apparent low bidder.
25. **Entity Documentation:** Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid. This data is for informational purposes only and will not affect the bid award.
26. **Collusion:** In submitting a bid, the bidder 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.
27. **W-9:** A completed W-9 form will be required and submitted with bid.

28. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized, and submitted with bid.
29. **Authorized Signature:** All bids must be signed by an authorized representative of the company.
30. **Assignment:** The awarded contract/purchase order may not be assigned to a third party.
31. **Cooperative Purchasing:** As permitted under the Texas Local Government Code, Chapter 791.025, other *government entities may wish to also participate under the same terms and conditions contained in this contract* (piggyback). 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.
32. **F.O.B./Damage:** Quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Mesquite assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
33. **Sample Contract Forms:** Any sample contract forms in the bid packet are included for informative purposes only, so that bidders may be familiar with their contents and requirements. **Bidders shall not fill in or execute these sample contract forms at time of bid submittal.**
34. **Taxes:** The City is exempt from all sales and excise taxes.
35. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
36. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful bidder.
37. **Non-Resident Bidders:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
38. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.
39. **Invoices:** Invoices must be submitted by the Contractor to the City of Mesquite, Housing and Community Services: CDBG Division, P.O. Box 850137, Mesquite, TX, 75185-0137, CDBGRehab@cityofmesquite.com. The address where repairs were completed **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
40. **Payment Terms:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.
41. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
42. **Conformity of Goods/Services:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids. In the event no such specifications were issued, the goods or services shall conform to the bid submitted by the vendor.
43. **Patent Rights:** The bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. However, due to market conditions, 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. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. 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; 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.

2. **Price reduction:** If during the life of the contract, the successful bidder's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Mesquite's contracted prices, an equitable adjustment shall be made in the contract price.

3. Unless otherwise stated in the bid packet, bidders shall submit a total of five (5) references. The City may contact secondary vendors for references.

4. Bidders shall complete the required documents on the Bid Checklist and submit with bid. If the forms are not included, the bid may be considered non-responsive.

5. The following Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via an Addendum.

Event	Estimated Date
Request for Bids Published	Thursday, February 6, 2025
Pre-Bid Conference	2:00 p.m. on Tuesday, February 18, 2025
Deadline to Submit Vendor Questions	10:00 p.m. on Thursday, February 20, 2025
Addendum for Questions Published	Friday, February 21, 2025
Deadline for Proposal Submissions	2:00 p.m. on Wednesday, February 26, 2025
Council Award	TBD
Effective Date of Contract	TBD

**CITY OF MESQUITE
RESPONDENT ACKNOWLEDGEMENT FORM**

**BID No. 2025-055
CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR &
REMODELING CONTRACT**

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this submission have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered and upon conditions contained in the specifications of the submittal.

The following information should be completed in its entirety for the response to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Email Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name Title

**CITY OF MESQUITE
BID CHECKLIST**

**BID No. 2025-055
CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR &
REMODELING CONTRACT**

**PLEASE INITIAL EACH ITEM BELOW AND INCLUDE THIS PAGE AS THE SECOND PAGE OF YOUR
SUBMITTAL.**

Bid Checklist

Please ensure to complete and return the following required documents and information to the City of Mesquite Purchasing Division before the deadline. Late submittals will not be accepted. If the following information is not included, the bid may be considered non-responsive.

1. Bidder's Submission: one (1) marked "original" plus one (1) digital copy on a USB flash drive submitted and clearly marked with the Bid Number and Bid Name
2. Respondent Acknowledgement Form
3. Bid Checklist (this page)
4. Bid Sheet
5. Conflict of Interest Questionnaire (CIQ Form)
6. Non-Exclusion Affidavit for General Contractors (*must be notarized*)
7. Prohibition on Contracts with Companies Boycotting Israel
8. References
9. Certification Statement
10. IRS W-9 (*Bidder to provide*)
11. Texas Secretary of State Filing Certificate/Partnership Agreement (*Bidder to provide*)
12. Addendum No. 1 – Acknowledgment of Receipt (*initial, if applicable*)
13. Addendum No. 2 – Acknowledgment of Receipt (*initial, if applicable*)
14. Contract Statement

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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 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.

Cliff Keheley
City Manager

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 website known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM website 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 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)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2271 of the Texas Government Code provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said company to the
(Name of Company)

City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification



INSURANCE VERIFICATION PROGRAM LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate, and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

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.

v) The Contractor shall procure and maintain, at his own expense, during the contract time, Commercial General liability insurance as required by the City, at a minimum, for \$500,000.

(1) Certificates of Insurance acceptable to the City shall be filed with the City Risk Management Office before commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the City.

(2) Furnish, before beginning the work, certificates of insurance showing compliance with the provisions of Sub-Paragraph 4 above, subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and the providing company.

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 business 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. 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, or Designee, 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.

REFERENCES

Please list five (5) Work References.

1. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

2. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

3. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

4. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

5. Company Name: _____
Company Address: _____
Company Phone Number: _____ Company Email: _____
Dates Held Contract: _____ Contract Amount: _____
Work Description: _____

**CITY OF MESQUITE
CERTIFICATION STATEMENT**

**BID No. 2025-055
CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR &
REMODELING CONTRACT**

I hereby certify that the information contained in this bid and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee or agent of the City of Mesquite has assisted in the preparation of this bid. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that _____ (name of organization) will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I _____ (printed name) certify that I am the _____ (title) of the organization or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the City of Mesquite, on behalf of said offeror by authority of its governing body.

Signature

Type/Print Name

Title

Date

GENERAL TERMS

The following definitions shall apply in this agreement:

1. The **CITY** shall mean the **CITY OF MESQUITE, TEXAS**.
2. The **CONTRACTOR** shall mean the person or firm who is awarded the mowing agreement by the CITY; Neither the **CONTRACTOR** nor his employees are recognized as **CITY** employees, thus are not eligible to participate in employee benefit programs.
3. **A lot of record** is a parcel whose boundaries have been established on a plat approved by the Planning and Zoning Commission and on file in the records of Dallas County.
4. **Standard Lot** shall mean any lot having a total area less than one half acre 21,780 square feet.
5. **Oversized Lot** shall mean any lot having a total area over one half acre 21,780 square feet, but less than one acre 43,560 square feet.
6. **Acreage** shall mean any lot having a total area greater than 43,560 square feet (1 acre).
7. **Residential** (District) shall mean the AG-Agricultural district, any R-Single Family Residential district, the D-Duplex district, and A-Multifamily district, and any portion of a PD-Planned Development district, which permits residential uses.
8. **Commercial** (District) shall mean any district-which is not a residential district and any portion of a PD-Planned Development district, which permits nonresidential uses.
9. **Detail Ground Maintenance** shall mean the complete litter removal, mowing, edging, line trimming, removal of excess clippings from turf or pavement utilizing a rake, blower, broom, vacuum, etc. and the removal of all debris from all paved areas such as walks, streets, etc.
10. **Non-Detail Ground Maintenance** shall mean complete litter removal, tractor mowing, line trimming Fencerows, tree lines or any other structure or appurtenances, edging and air brooming of all paved curb areas, etc.
11. **Authorized notice** shall mean a notice, in writing, from the **CITY** to perform specific work at a particular location.
12. **Alley or easement** shall mean the public rights-of-way at the rear and/or side of the property or lot in question.

PROPOSAL

Pursuant to the Advertisement for Bids, General Provisions and Requirements and the Plans and Specifications (hereinafter collectively referred to as the "Specifications"), the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work, upon which he bids, as provided by the Specifications and binds himself, on acceptance of the proposal to execute a contract and provide required insurance certificates, according to the City of Mesquite standard forms, for performing and completing the said work within the required time and furnish all guarantees for the price stated in the following Schedule of Bid Items for the following project:

CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR & REMODELING CONTRACT

It is understood that the quantities of work shown in the schedule of bid items and work to be performed are approximate only and are subject to increase or decrease and the undersigned bidder offers to do the work at the unit price as stated in the schedule of bid items.

The undersigned further agrees that the unit prices quoted include all items of work required as necessary for the accomplishment of the projected work and these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

BID SPECIFICATIONS

Phase 1:

The City of Mesquite is committed to improving the quality of housing for its low to moderate-income residents through the Major Rehabilitation Program funded by the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). This initiative seeks to address critical housing needs by partnering with qualified contractors who demonstrate a strong track record of success, adherence to quality standards, and the capacity to manage multiple rehabilitation projects.

To ensure the program's success, the City is establishing a pre-approved list of contractors who will be eligible to bid on individual rehabilitation projects as they are identified. The pre-approval process is designed to evaluate contractors based on their qualifications, performance history, and ability to deliver high-quality work within approved budgets. This approach ensures that the City can rely on a pool of capable contractors to complete projects efficiently and effectively.

Contractors selected for pre-approval will have the opportunity to participate in future project-specific bids issued through the Neighborly software platform. While pricing details such as labor rates, material costs, and mark-ups will be required for those individual bids, **this solicitation focuses on evaluating a contractor's readiness and ability to meet program expectations**

Specifically, the City is looking for contractors who can demonstrate:

- A proven track record of successful rehabilitation projects.
- Positive references from past clients or project managers.
- The capacity to handle multiple projects simultaneously while maintaining quality and timelines.
- Compliance with federal requirements, including active registration in SAM.gov.
- Robust quality assurance processes to ensure the consistent delivery of high-quality work.

Submission Requirements: bidders must provide the following documentation:

1. Company Information:
 - Legal name of the company
 - Primary contact information (address, phone, email)
 - Years in business
 - Number of employees
2. Performance History:
 - A portfolio of completed rehabilitation projects, including photos and descriptions (if applicable).
 - Details of any significant challenges encountered and how they were resolved.
3. Capacity to Handle Multiple Projects:
 - Current staffing levels and trade capabilities
 - Description of systems or processes used to manage project timelines, budgets, and quality control
4. Ability to Perform Quality Work:
 - Evidence of meeting budgetary and time constraints in past projects
 - Certifications or licenses held (e.g., lead-safe work practices, asbestos handling, etc.)
 - Quality assurance/control processes
5. Federal and Local Compliance:
 - Active registration in SAM.gov (proof required)

- Documentation of debarment checks for the company and principals
- Proof of insurance, as listed in the above sections.

By establishing a robust pre-approved contractor list, the City aims to create a streamlined and efficient bidding process for future rehabilitation projects. This ensures that the Major Rehabilitation Program continues to deliver meaningful improvements to housing conditions in the Mesquite community.

Phase 2:

As rehabilitation projects are identified by City of Mesquite CDBG staff, they will be entered into Neighborly for the pre-approved contractors to review and bid. Pre-approved contractors are required to create an account with Neighborly to bid on projects. Neighborly will send out notifications when new bids are posted and awarded. All submitted bids will be reviewed by Mesquite CDBG staff in Neighborly and the lowest, responsible, bidder will be awarded for a particular project. Mesquite CDBG staff will track progress of each project through Neighborly until completion. Upon completion, additional documentation will be required to submit for payment within standard City timeframe.

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 in accordance with contracts General Provision, Terms and Scope of Work for the specific task. These rates and percentages shall also be the basis for any additional work requested on each project. 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.

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.

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. Sub-contractor affidavits or similar documentation identifying the subcontractor 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.

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

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: As rehabilitation projects are identified by Mesquite CDBG staff, the project's scope of work and bid item descriptions will be entered into the Neighborly software. Below are **examples** of bid item descriptions.

The following is a brief outline for Plumbing:

Repair/replace sewer lines and drain systems; repair/replace interior/exterior water lines; repair/replace gas lines; repair/replace RPZ backflow devices; repair/replace water heaters. In the event of working outside, detailed excavation work for foundations, utility trenches, drainage systems, and grading will be restored to its original condition.

The following is a brief outline for Electrical:

Replace/repair various electrical systems that may include, but is not limited to: hardwired smoke, fire, and CO2 alarms, electrical panels, fixtures, plumbing motors, HVAC power supply, and ground fault circuit interrupters, etc. All work should meet standard local codes.

The following is a brief outline for HVAC Systems:

Repair/replace HVAC system units and components, including wiring, connections, programmable thermostat, etc., and possible duct work, intake vents and registers to achieve an optimum air distribution and balance. All work should meet standard local codes.

The following is a brief outline for Roof Installation:

Repair/replace roof with 3-tab, 25-year warranty composition shingles, felt, vent boots, drip edge, flashing, turbines, and any damaged decking per manufacturer's recommendation. Dispose of construction debris to a code approved waste facility. Remove excess nails or metal barbs using a hand carried magnet over grass and plant beds. All work should meet standard local codes.

The following is a brief outline for Window Installation:

Install replacement window(s), including all necessary trim, casings, stool, sill, caulking, etc., and any framing needed. Openings will be framed to provide a rigid enclosure for the installation of the windows; all openings will have double studs each side and the jamb studs will extend from the sole plate to the header above. Prime and paint all exposed woodwork with quality oil-based paint. All work should meet standard local codes.

The following is a brief outline for Fencing:

Repair/replace chain link or wood fencing as determined in scope of work. Hole auguring and concrete work may be required with installation. Accessories for fencing include line post, corner post, top rail, gates, hardware, and other related fencing components. All work should meet standard local codes.

The following is a brief outline for Exterior Surfaces:

Repair/replace exterior surfaces of home to match current material, which may include, brick or vinyl, aluminum and wood siding. Repair/replace trim which may include, but is not limited to, corner boards, window trim and sills, fascia, soffit, shingle/rake mould, or other trim that is exposed to the exterior. Prime

and paint all exposed woodwork or brick with quality oil-based paint as determined in scope of work. All work should meet standard local codes.

The following is a brief outline for Landscaping:

Tree trimming will be in conjunction with repairs only.

The following is a brief outline for Pest Control:

Treat the entire structure for the extermination of pests and rodent control using approved elimination methods.

The following is a brief outline for Installation of Exterior Doors:

Repair/replace exterior door(s) which may include storm doors. Installation of new pre-hung exterior doors will be properly sized and fitted to the rough opening, so as not to allow air or light infiltration after the weather-stripping has been installed.

The following is a brief outline for Insulation:

Add or replace attic insulation. All blown in fiber/wool insulation rated at an R-30 value and will meet all applicable standard local codes. Contractor is to verify that the ceiling will bear the weight of the new insulation.

The following is a brief outline for Flooring:

Replace existing floor with LVP (luxury vinyl plank) by removing existing flooring, to a code approved waste facility. Prepare area for new installation per manufacturer's recommendations. Replace, prime and paint shoe or quarter-round mouldings and caulk as needed after installation.

The following is a brief outline for Cabinet Installation and Countertops:

Repair/replace kitchen and/or bathroom cabinetry as determined in scope of work. Trim out all joints between cabinets and walls or ceilings with pre-finished trim to match the cabinets finish and caulk all holes, cut outs and grooves.

Remove existing countertops, to a code approved waste facility. New laminate countertops will be installed using proper brackets and supports, and caulked using a clear or matching silicone.

The following is a brief outline for Appliances:

Install specified brand or approved equivalent kitchen appliances which may include, range, stovetop range, oven, garbage disposal, refrigerator, hood vent, and dishwasher. Appliances must have industry standard warranty.

The following is a brief outline for Interior Surfaces:

Repair damaged drywall as determined in scope of work by filling all cracks and holes with appropriate material and applying stain killer to any stained or water damaged spots. Replace damage drywall as determined by scope of work. Texture and paint to match.

The following is a brief outline for ADA Modifications:

Installation of modifications to enhance accessibility, including ramps, grab bars, tubs, showers, toilets, and other fixtures to comply with ADA (Americans with Disabilities Act) standards.

The City invites all eligible and interested contractors to review the bid specifications carefully and submit their proposals by the deadline. The pre-approval process is an opportunity for contractors to partner with the City of Mesquite in its mission to enhance housing quality and support vibrant, sustainable neighborhoods.

**CITY OF MESQUITE
BID SHEET**

**BID No. 2025-055
CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR &
REMODELING CONTRACT**

PLEASE PROVIDE A PRICE QUOTE FOR THE FOLLOWING:

For acquisition, delivery, installation, materials, labor, cleanup, incidentals, and all appurtenances, and guarantee that all are per plans, specifications, complete and in place. In the event of additions/deletions to the contract items, the price per unit shall be used to determine change order amounts.

ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
1.	1	LS	Plumbing 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	Hourly Rate \$ _____ \$ _____ \$ _____ Hourly Rate \$ _____ \$ _____ \$ _____

			<p>Helper:</p> <p>Standard work week</p> <p>Overtime weekdays and Saturday</p> <p>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>Window Installation</p> <p>Technician:</p> <p>Standard work week</p> <p>Overtime weekdays and Saturday</p> <p>Overtime Sunday and Holidays</p> <p>Helper:</p> <p>Standard work week</p> <p>Overtime weekdays and Saturday</p> <p>Overtime Sunday and Holidays</p> <p>Subcontractor's Markup Cost (if applicable)</p>	<p>Hourly Rate</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>Hourly Rate</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
3.	1	LS	<p>Mechanical HVAC Systems</p> <p>Technician:</p> <p>Standard work week</p> <p>Overtime weekdays and Saturday</p> <p>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>

4.	1	LS	<p>Electrical</p> <p>Master Electrician: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays</p> <p>Journeyman: 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>Hourly Rate \$ _____ \$ _____ \$ _____</p> <p>\$ _____</p>
5.	1	LS	<p>Exterior</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>
6.	1	LS	<p>Landscaping</p> <p>Landscaper: Grading Landscaping</p> <p>Excavation</p>	<p>Hourly Rate \$ _____ \$ _____</p> <p>\$ _____</p>
7.	1	LS	<p>Door Installation</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>
8.	1	LS	<p>Roofing</p> <p>Composition Roofing</p>	<p>Per Square Foot</p>

			Removal, proper disposal, and replacement Roof Coating All-inclusive surface preparation and coating Roof Repairs Installation of metal edging and wall flashing Subcontractor's Markup Cost (if applicable)	\$ _____ Per Square Foot \$ _____ Hourly Rate \$ _____ Per Lineal Foot \$ _____ \$ _____
9.	1	LS	Insulation Flooring Insulation Installation Subcontractor's Markup Cost (if applicable)	Per Square Foot \$ _____ \$ _____
10.	1	LS	Fencing General Labor: Standard work week Overtime weekdays and Saturday Overtime Sunday and Holidays Subcontractor's Markup Cost (if applicable)	Hourly Rate \$ _____ \$ _____ \$ _____ \$ _____
11.	1	LS	Flooring Installation Installation Subcontractor's Markup Cost (if applicable)	Per Square Foot \$ _____ \$ _____
12.	1	LS	Cabinet Installation and Countertops Cabinet Installation Countertop Installation	Per Square Foot \$ _____ \$ _____

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

Emergency Response Time following notification for all trades:

The City's expectation is for the Contractor to start the work to be performed within ONE (1) business day from the contract date and shall diligently pursue same until work is completed. The completion date will be no more than FIVE (5) business days from the date of this Contract, time being of the essence.

List response time to site:

Emergency Repair response time to quote request:

The City's expectation is that the Contractor shall provide a quote for the emergency repair within 48 hours of being assigned the repair. If that timeline is not feasible, Contractor may opt out and be placed in line again for another project. Emergencies include but are not limited to, plumbing, HVAC, and roof repair.

If no, please explain:

Comments:

TIME

It shall be the sole responsibility of the Bidder to calculate the total number of calendar days necessary to complete in full the work. Bidder's calculations to establish contract time shall include but not be limited to the following considerations:

- | | |
|---|---|
| A. Foul weather days | H. Coordination with utility franchises |
| B. Weekends | I. Potential utility conflicts with proposed work |
| C. Holidays | J. Reporting of utility conflicts |
| D. Access conditions | K. Inspection coordination |
| E. Storage conditions | L. Reworking of failures |
| F. Traffic control, phasing, and sequencing | M. Material delivery condition |
| G. Construction production | N. Subsurface soils and ground water conditions |

ADVISEMENT

Bidder is advised under City of Mesquite Ordinance No. 2404 that no construction activity shall occur on Sundays. Upon considering A through N of the Time section noted above, and under advisement of Ordinance No. 2404, and any and all other conditions not so named affecting the contract time, Bidder shall determine the total number of calendar days to complete in full the work. Bidder shall then submit, as a part of his bid, that total number of calendar days. If awarded the Contract, that number of days submitted shall become a part of this Contract, which the Bidder shall execute along with all other required documents.

Bidder shall include as a minimum the following number of days in the computation of contract time. The following is normal days per month with rainfall compiled by the State Climatologist, based on National Weather Service records.

January	5 days		May	5 days		September	6 days
February	5 days		June	4 days		October	4 days
March	5 days		July	4 days		November	4 days
April	5 days		August	4 days		December	5 days

The undersigned bidder agrees to commence the work on or before the date so stated in the written Notice to Proceed and to diligently perform all of the work and to substantially complete the work within:

_____ / _____ calendar days.
 (written) (figures)

Time shall commence on the first day of move-in, but in no case later than the date so stated in the written Notice to Proceed.

CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into on _____, 2025 by and between the CITY OF MESQUITE, TEXAS, a municipal corporation, of the County of Dallas and State of Texas, acting through Cliff Keheley, City Manager, hereinafter termed the CITY, and _____, a _____, with offices located at _____, hereinafter termed the 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 the work as specified in the contract documents such work generally described as:

**CDBG REHABILITATION CONTRACTORS, TIME & MATERIAL, REPAIR & REMODELING CONTRACT
CONTRACT NO. 2025-055**

Plans and Specifications prepared by:

CITY OF MESQUITE

All work shall be performed at the 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 the following:

1. this Contract;
2. all addenda issued prior to award of Contract;
3. the bid specifications including the advertisement for bid, instruction to bidders, bidder's bid form, plans, and drawings (if any);
4. the City of Mesquite General Design Standards;
5. the *North Central Texas Council of Governments Public Works Construction Standards, Fifth Edition (November 2017), Division 100 General Provisions*, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the

"General Provisions");

6. the Contractor's bid/proposal and any other documents identified as pertaining to this Contract, all of which have been identified by the CITY and the CONTRACTOR; and,

These Contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are as fully a part of this Contract as if attached to or repeated herein. The Contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence to the Contract documents in the order in which they are listed above. The Contract 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 the CONTRACTOR upon final execution of this Contract and notice from the CITY to proceed. All work to be performed under this Contract shall be substantially completed within _____ **calendar 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 the CONTRACTOR and CITY that actual damages caused by the failure of the 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 the CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained are set forth in the General Provisions.

IV. CONTRACT PRICE

The 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 this Contract, in current funds the Contract sum, which has been bid as a separated contract in compliance with the Texas Tax Code, as follows:

Total sum: _____ **(\$0.00)**

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by Manager of Facilities Maintenance or the Manager's designee (referred to herein as "City Representative") and the CONTRACTOR shall fully comply with any and all instructions from said City Representative.

VI. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The CONTRACTOR is required to follow all provisions of Chapter 2258 of the Texas Government Code in the hiring and payment of all skilled and unskilled labor used on this contract. The CONTRACTOR must pay the prevailing wage rates as shown on the attached Wage Decision.

VII. DISCLOSURE OF CONFLICTS OF INTEREST AND COMPLIANCE WITH OTHER APPLICABLE LAWS

The 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 the CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, the CONTRACTOR is put on notice that the CITY will require the CONTRACTOR to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, CONTRACTOR must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties, law and instructions on filing FORM1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including 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.

VIII. INSURANCE

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth in the General Provisions attached hereto, and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

IX. CHOICE OF LAW, VENUE AND CONTRACT INTERPRETATION

The Parties agree that the laws of the State of Texas shall apply to this Contract, and that it is performable in Dallas County, Texas. Exclusive venue shall lie in Dallas County, Texas. Although this Contract is drafted by the CITY, should any part be in dispute, the parties agree this Contract shall not be construed more favorably for either Party.

X. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed, and the remainder of this Contract will continue in full force and effect.

XI. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated

to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM CONTRACTOR'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY CONTRACTOR, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

XIII. MISCELLANEOUS

Pursuant to Section 2271.002, Texas Government Code, unless otherwise exempt, if the CONTRACTOR employs 10 or more full-time employees and the Contract has a value of \$100,000 or more, the CONTRACTOR hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

CONTRACTOR further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

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

CITY OF MESQUITE
(CITY)

(CONTRACTOR)

By: _____
Cliff Keheley
City Manager

BY: _____

DATE: _____

TYPED NAME: _____

TITLE: _____

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____