



REQUEST FOR PROPOSALS (RFP) NO. 2024-071

CLOSING DATE AND TIME: February 8, 2024 – 2:00 P.M.

WESTLAKE SKATE PARK: EXCAVATION

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the **WESTLAKE SKATE PARK: EXCAVATION** complying with the following specifications as listed herein.

A pre-proposal conference will NOT be held for this project, but vendors may review the site conditions at the Westlake Sports Center, 601 Gross Road, Mesquite, TX 75149 by contacting Bob Blankenship at 972-740-7436 or rblanken@cityofmesquite.com. Although it is not required, prospective Proposers are encouraged to review the site conditions.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO. 2024-071: Westlake Skate Park: Excavation, so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered **in a sealed envelope or box** to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Thursday, February 8, 2024, at 2:00 pm. Faxed bid proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal you may contact: purchasing@cityofmesquite.com.
2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. 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. Proposals must be **received as one (1) original and one (1) copy**, on this form, prior to the closing date and time to be considered. Proposals 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 RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
7. Proposer 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 proposal award.
8. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.
9. 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.
10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
12. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the project site, City Lake Aquatic Center at 200 Parkview Street, Mesquite, TX.
13. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer 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 proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal 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 proposer.
16. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

17. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
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, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
20. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
21. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
22. 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 proposal amount.
23. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal 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 proposer 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. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
26. The insurance requirements are included in the proposal document. Proposers 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 proposer once notification has been received.
27. *All Proposers must submit, with proposal, either a Bid Bond on the form provided herein, a Cashier's Check or Certified Check in the amount of five percent (5%) of the total bid proposal.*

28. The Contract, Performance bond and Payment bond forms are included for proposer's information so that proposers may be familiar with their contents and requirements. **Proposer shall not fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
3. 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.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
5. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. All questions must be submitted via email by **2:00 p.m. on Monday, February 5, 2024**, to Ryan Williams, Manager of Purchasing at purchasing@cityofmesquite.com prior to proposal closing date.
7. Proposers shall submit a total of three (3) references.
8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts With Companies Boycotting Israel - House Bill 89 Form
- References
- Bid Bond, Performance Bond, Payment Bond
- Schedule of Proposed Items
- Contractor's Signature Page

**PROPOSED CONSTRUCTION SCHEDULE
WESTLAKE SKATE PARK: EXCAVATION**

Advertising	January 18, 2024 & January 25, 2024
Question Deadline	Monday, February 5, 2024: 2:00 pm
Deadline for Proposals to be submitted	Thursday, February 8, 2024: 2:00pm
Contract Notice to Proceed	TBD
Construction Substantial Completion	TBD
Construction Calendar Days	TBD
Final Completion within 15 days of substantial Completion	

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict-of-Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides 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 (FORM 1295) 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 FORM 1295 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

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

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 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.

Cliff Keheley
City Manager

**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.

<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 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 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 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 entitles 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. 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 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 2270, as amended by House Bill 793, 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 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
(Name of Company)

company to the 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

REFERENCES

Using the format outlined below, please provide three current client references and three former client references for which you provided the same services. References should be based on the office that shall be providing services to THE CITY.

Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	

Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	

Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	
Description of services provided:	

PROPOSAL EVALUATION

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offerer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address, and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposers own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

- | | |
|-------------------------------------|-----|
| 1. Price of Services | 30% |
| 2. Request Time to Complete Project | 30% |
| 3. Experience & References | 30% |
| 4. Exceptions to contract terms | 10% |

**REQUEST FOR PROPOSAL 2024-071: SCORING MATRIX
WESTLAKE SKATE PARK: EXCAVATION**

Proposer: _____
Evaluator: _____
Date: _____

	<u>POINTS</u>		<u>WEIGHT</u>		<u>SCORE</u>
<u>1. CONTRACT PRICE (Base Bid)</u>	<u>30</u>	<u>X</u>	<u>1</u>	=	
<i>The bidder with the lowest bid price will receive the maximum number of points, which is 15 points. The bidder with the next lowest price will receive a point score that is based on dividing their price into the lowest bid price and multiplying the resulting percentage by the total points; example using \$100,000 as the low bid and \$110,000 as second low bid: calculated as follows: \$100,000/\$110,000 X 30.</i>					
<u>2. BIDDER'S PROPOSED CONSTRUCTION SCHEDULE AND COMPLETION DATE</u>	<u>30</u>	<u>X</u>	<u>1</u>	=	
<i>Bidder shall provide a construction timeline indicating mobilization, start on-site, duration of different steps, completion date, and punch list completion period.</i>					
<u>3. BIDDER'S EXPERIENCE & REFERENCES</u>	<u>30</u>	<u>X</u>	<u>1</u>	=	
<i>Bidder should provide information regarding their experience with construction projects involving prefabricated buildings as well as projects of the size magnitude. Three references shall be provided from the list of previous projects in order to determine past performance; reliability, adhesive to budget, time delivery, and customer service.</i>					
<u>4. BIDDER'S ACCEPTANCE OF CONTRACT TERMS</u>					
<i>Bidder shall indicate acceptance or exceptions to the City's proposed contract. Acceptance will receive maximum points. Score will be impacted by nature of exceptions.</i>					
	<u>10</u>				

TOTAL POSSIBLE SCORE = 100 _____

Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed to Ryan Williams, Manager of Purchasing - purchasing@cityofmesquite.com, before **Monday, February 5, 2024, at 2:00 p.m.** Questions received after the date specified above may not receive a response. Any contact or attempt to contact any other employee of the City regarding this RFQ may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet delivery or completion schedules
- Otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another bidder, purchase elsewhere, and charge the full increase in cost to the defaulting bidder.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

RFP# 2024-071
Scope of Work
WESTLAKE SKATE PARK: EXCAVATION

Remove undesirable soils under proposed improvements to an anticipated depth of nine feet and place material in a location identified by CITY staff adjacent to excavation area. Then fill excavated area with properly compacted soil (provided by CITY) as specified by construction drawings and specifications prepared by Halff Associates.

Provide a LUMP SUM price to remove and replace estimated quantity. Provide a separate UNIT price for additional excavation and a separate UNIT price for additional fill activity.

SCHEDULE OF PROPOSED ITEMS
WESTLAKE SKATE PARK: EXCAVATION
RFP #2024-071

PLEASE PROVIDE A PRICE QUOTE FOR THE FOLLOWING:

For acquisition, delivery, installation, materials, labor, cleanup, incidentals and all appurtenances, and guarantee, all 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.	EST. QTY.	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	1	LS	For excavation and fill activities for anticipated quantities indicated on the plans and described in the specifications. "Base Bid" Work fully performed, complete and in place for the sum of: _____ Dollars and _____ Cents Per Lump Sum.	\$	\$
2	1	Cubic Yard	UNIT PRICE: For additional excavation. Work fully performed, complete and in place for the sum of: _____ Dollars and _____ Cents Per cubic yard.	\$	\$

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
3	1	Cubic Yard	UNIT PRICE: For additional fill activity. Work fully performed, complete and in place for the sum of: _____ Dollars and _____ Cents Per Cubic yard.		
Total Base Bid Proposal of Item "1 " complete and in place, for the sum of: _____ Dollars and _____ Cents (written) LUMP SUM				\$ _____ (figures) LUMP SUM	

Project shall be substantially complete no later than _____, 2024 or (_____ calendar days from City award of contract).

All substitutions as an "OR EQUAL" must be approved in writing by the City at least three (3) business days prior to proposal opening.

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

BID BOND

Bidders shall submit a Cashier's or Certified Check or a Bid Bond from a reliable surety company in the amount of five percent (5%) of bid. If a Bid Bond is submitted, the forms provided herein must be complete and signed by a surety licensed to do business in Texas. Bid security should be enclosed in the same envelope with the bid. Bids without the required bid security are subject to disqualification.

The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract. If no additional bonds are required, said bid security shall serve as a guarantee that the successful bidder will deliver all material, equipment and/or services in accordance with the bid and specifications.

Such security financially protects the City against a bidder's failure to do any of the above and is subject to forfeiture as liquidated damages if the successful bidder fails or refuses to enter into the contract for any of the following reasons: 1) The successful bidder fails to provide insurance as required in the contract documents within five (5) business days of notification that bidder is the apparent low bidder. 2) The successful bidder fails, within ten (10) calendar days from award of the bid by the Mesquite City Council, to submit properly executed performance and payment bonds as required by the Contract. If no performance and payment bonds are required, such security is subject to forfeiture as liquidated damages if the successful bidder fails or refuses to deliver all materials, equipment and /or services in accordance with the bid and specifications.

If applicable, the city shall retain the bid security submitted by the two next lowest bidders until the successful bidder executes the contract and bonds and provides all insurance as required herein. If no additional bonds are required, the bid security will be retained until delivery of all materials, equipment and / or services in accordance with the bid and specifications. If either of the next two low bidders becomes the low bidder, that bidder shall be subject to the forfeiture provisions stated above. Bid security submitted by all other bidders shall be returned as soon as practicable after the bid opening.

BID BOND

Bond No.: _____
(by Surety)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, of the City of _____, _____ County, State of Texas (hereinafter referred to as "Principal"), and _____, authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as "Surety") are held and firmly bound unto the City of Mesquite (hereinafter referred to as "City") in the penal sum of \$_____ (an amount equal to 5% of the approximate total amount of the bid or if the bid is based upon alternates and/or addenda, at least 5% of the greatest amount bid by the bidder or Principal herein as evidenced in the Bid 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 submitted on or about this date, a bid proposal offering to perform the following: **WESTLAKE SKATE PARK: EXCAVATION, BID NO. 2024-071** in accordance with the specifications and terms and conditions related thereto, to which reference is hereby made;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal's offer as stated in the bid proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms provided by the City, for the materials, equipment and/or services described herein and also executes and returns the same number of Performance, Payment and Maintenance Bonds, if required, on the forms provided by the City, within the time provided in the specifications, then this obligation is null and void, otherwise, it is to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this _____ day of _____, 2024.

PRINCIPAL:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

SURETY:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

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

Type or Printed Name

Street Address (P.O. Box is not acceptable)

City, State, and Zip Code

Dallas County Telephone No.

APPROVED AS TO FORM:

CITY OF MESQUITE

City Attorney or Designee

ATTEST:

City Secretary

CONTRACTOR'S SIGNATURE PAGE
WESTLAKE SKATE PARK: EXCAVATION
RFP #2024-071

With full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that _____ and its response complies with these specifications.
(Name of Organization)

Signature

Type/Print Name

Title

Date

NOTICE

The following **CONSTRUCTION CONTRACT boilerplate** illustrates the standard contract form the CITY uses to contract for construction services. It contains the provisions, terms, and indemnification the CITY will require.

Please review the document and indicate your acceptance or indicate any concerns or exceptions below.

_____ I accept proposed Contract language

_____ I have the following concerns or exceptions to the terms:

Signature _____

_____ Date

CITY OF MESQUITE
STANDARD CONSTRUCTION CONTRACT

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

THIS CONTRACT is made and entered into on _____, 20__ by and between the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation, located in the Counties of Dallas and Kaufman, in the State of Texas, acting through Cliff Keheley, City Manager, hereafter referred to as the "CITY", and [VENDORS LEGAL NAME], a Texas [VENDOR'S ENTITY TYPE], with offices located at [VENDOR'S BUSINESS OFFICE ADDRESS], 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 of the work as specified in the Contract documents (as hereafter defined) such work generally described as:

WESTLAKE SKATE PARK: EXCAVATION
CITY OF MESQUITE NO. 2024-071

Plans and Specifications prepared by:

HALFF ASSOCIATES

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. City of Mesquite specifications including any advertisement, instructions, forms, plans, and drawings (attached hereto as **Exhibit A**);
3. City of Mesquite Minimum Insurance Requirements (attached hereto as **Exhibit B**)
4. the City of Mesquite General Design Standards (on file at the City of Mesquite Purchasing Office);
5. the Standard Specifications for Public Works Construction (North Central Texas Fifth Edition November 2017), Division 100, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the "General Provisions") (on file at the City of Mesquite Purchasing Office);
6. City of Mesquite Standard Terms and Conditions (on file with the City of Mesquite Purchasing Office and found at <https://www.cityofmesquite.com/DocumentCenter/View/19813/Standard-Terms-and-Conditions>);
7. a Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract

price, which Bond shall be in a form acceptable to the CITY, shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the CITY, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) years from the date of acceptance by the CITY;

8. a Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price;
9. 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, including not limited to any written clarification(s) provided by the Contractor (attached hereto as **Exhibit C**).

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. These Contract Documents supersede all oral or written previous or contemporaneous agreements between the parties relating to matters in this Contract. 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 by a written amendment signed by both parties.

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: Thousand Hundred
and /100 Dollars (\$)**

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by Robert Blankenship, Park Project Manager (referred to herein as "City Representative") and the CONTRACTOR shall fully comply with any and all instructions from said City Representative. With execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the CITY in the amounts herein required, performance and payments bonds in accordance with the provisions of the V.T.C.A. Government Code, Chapter 2253 if this is a public work contract in excess of fifty thousand dollars (\$50,000.00).

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 applicable prevailing wage rates at the time work is performed under this Contract.

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 according to the CITY's minimum insurance requirements (**Exhibit B**), 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 obligations of the Parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or law principles of Texas or any other state. 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, BUT ONLY TO THE EXTENT CAUSED BY, 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 OMISSION 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, 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.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if CONTRACTOR employs at least ten (10) fulltime employees and this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, CONTRACTOR represents that: (i) the CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the CONTRACTOR will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the CONTRACTOR is a company with at least ten (10) or more full-time employees and has value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental

entity, the COMPANY represents that: (i) the CONTRACTOR does not boycott energy companies; and (ii) will not boycott energy companies during the term of the Contract.

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.

[The remainder of this page is intentionally left blank – signatures to appear on the following page.]

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: _____
(signature)

TYPED NAME:

TITLE: President

ATTEST:

By: _____
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of _____:
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 _____ of _____, and acknowledged to me that he/she 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 _____, 20__.

Notary
Public in and for the State of Texas

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By: _____
Assistant City Attorney

EXHIBIT A

City Advertisement, Specifications, Instructions, Plans and/or Drawings

EXHIBIT B

City of Mesquite Minimum Insurance Requirements

CITY OF MESQUITE MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor / Vendor Services	A Financial Rating	B Business Auto Liability	C Commercial General Liability	D Workers' Compensation	E Employers' Liability	F Professional Liability
Construction Contractor Controlled	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	Statutory	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A
Engineering / Architect Design	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg for contracts under \$50K \$2,000,000 Agg for contracts over \$50K	N/A	\$100,000 Limit Ea. Acc/Disease/ Aggregate	\$1,000,000 Clms. Made
Building/Equipment IT Tech Outsourced Labor Svcs.	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A *	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A
Information Technology Software	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A	N/A	\$1,000,000 Clms. Made
Consulting Services Financial/Business/Other	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A	\$100,000 Limit Ea. Acc/Disease/ Aggregate	\$1,000,000 Clms. Made
Prof. & Licensed Svcs. Survey/Appraisal/ Real Estate	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A	\$100,000 Limit Ea. Acc/Disease Aggregate	\$1,000,000 Clms. Made
Communications Print/Media Public Relations	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A	\$100,000 Limit Ea. Acc/Disease/ Aggregate	\$1,000,000 Clms. Made
Entertainment/Recreation Labor & Services	A- (VII)	\$500,000 CSL	\$1,000,000 Occ/Agg	N/A *	\$100,000 Limit Ea. Acc/Disease/ Aggregate	N/A

- A:** Coverage shall be provided by a carrier approved to do business in the state of Texas and rated at least "A- (VII)" in A.M. Best's Key Rating Guide.
- B:** Applies "when" operating vehicles to provide specified service (on City property, as part of service other than meetings, product delivery, etc.) Limits shall be no less than indicated amount, Combined Single Limit Each Occurrence. City is to be an Additional Insured on the AL policy.
- C:** Limits shall be no less than indicated amount per Occurrence and Aggregate limits. All insurance policies shall be written on a primary basis and be non-contributory with any other coverages carried by the City. City is to be an Additional Insured on GL and AL policies. City requires the contractor indemnify it from liability arising out of contractor's employee injuries. Must also include a Waiver of Subrogation (W.O.S.) on the GL policies.
- D:** Statutory Workers' Compensation coverage is required on all new* Construction Projects including buildings*, Waterworks, Road & Bridge infrastructure, with a "W.O.S.", E: Employers' Liability coverage limits of not less than specified amounts. City shall be an Additional Insured with waiver of subrogation. City requires the contractor indemnify it from liability arising out of contractor's employee injuries on City Property and projects.
- F:** Professional Liability coverage shall be maintained from project inception and for no less than two years past project completion or termination date.
- * The City of Mesquite reserves the right to alter minimum insurance requirements at any time, based on the project or service value, and perceived risk of adverse loss. Crime coverage shall be required if a contractor or vendor directly handles or has access to computer systems that administer City money, securities or other negotiable instruments.

EXHIBIT C

Contractor's bid/proposal and other documents pertinent to Contract

PERFORMANCE BOND

Bond No. _____

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 _____, 2024, for the **WESTLAKE SKATE PARK: EXCAVATION AND CITY CONTRACT NO. 2024-071** 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 **one (1) year** 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 _____, 2024.

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):

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

PAYMENT BOND

Bond No. _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

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 _____, 2024, for the **WESTLAKE SKATE PARK: EXCAVATION AND CITY CONTRACT NO. 2024-071** 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 _____, 2024.

PRINCIPAL:

Signature:

Printed Name:

Title: _____

Company: _____

Street Address:

(P.O. Box is not acceptable)

City, State, Zip Code

Phone Number: _____

Dallas Telephone Number

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

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

TO THE VENDOR

DID YOU REMEMBER TO:

- *Abide by the General Clauses 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

Physical Address:

City of Mesquite
1515 N. Galloway
Mesquite, TX 75149

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

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

Thank you

Ryan Williams
Manager of Purchasing