



INVITATION TO BID (ITB) NO. I424-2023

CLOSING DATE AND TIME: SEPTEMBER 5, 2023 - 2:00 P.M.

MILITARY-SCYENE HIGHWAY QUADRANTS AT IH635 LANDSCAPE IMPROVEMENT PROJECT

BIDS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites mailed, or hand delivered bids from all qualified vendors desiring to bid on the Military-Scyene Highway Quadrants at IH635 Landscape Improvement Project, complying with the following specifications as listed herein.

Address bids to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB No. I424-2023; Military-Scyene Highway Quadrants at IH635 Landscape Improvement Project," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 757 N. Galloway Avenue, Mesquite, Texas 75149. Bids submitted must be received before bid closing on **Tuesday, September 5, 2023 at 2:00 p.m.**

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact: purchasing@cityofmesquite.com.
2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

5. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL. If you have any questions, please contact the City of Mesquite Purchasing Department at 972-216-6201. Or, check our Web site at www.cityofmesquite.com 24-48 hours after bid opening for a bid tabulation.
6. Bids must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the ITB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.
7. Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/BID. This data is for informational purposes only and will not affect the bid award.
8. A completed W-9 form will be required and submitted with bid.
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 form shall be signed, notarized and submitted with bid.
11. All bids must be signed by an authorized representative of the company.
12. The prices quoted in this bid shall be F.O.B. Mesquite, TX and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite Warehouse, 1101 E. Main Street, Mesquite, Texas 75149.
13. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.
14. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.
15. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful bidder.
16. Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price will be taken.
17. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each item. Failure to completely describe the merchandise being bid may result in rejection of your bid.
18. The City is exempt from all sales and excise taxes.
19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.

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

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

24. The insurance requirements are included in the bid document. Bidders agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low bidder once notification has been received.
25. All BIDDERS must submit, with bid, 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.
26. The Contract, Performance bond and Payment bond forms are included for Bidder’s information so that Bidders may be familiar with their contents and requirements. **Bidder shall not fill in or execute these forms at time of bid submittal. Upon award of the bid, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.
2. The successful bidder'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.
3. Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the bidder. They may or may not be considered by the City.
4. 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.
5. 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.
6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's bid to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any bid, to reject any or all bids and to re-solicit for bids.
7. All questions must be submitted via email by **2:00 p.m. on Friday, September 1, 2023** to Ryan Williams, Manager of Purchasing at purchasing@cityofmesquite.com prior to BID closing date.
8. Bidders shall submit a total of three (3) references.
9. Bidders shall fill out the following required documents, as noted in the bid. If the following forms are not included, the bid may be considered non-responsive.
- 10.

Bid Check List:

- Bid Sheet
- Conflict of Interest Form
- References
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts With Companies Boycotting Israel
- IRS W-9
- Special Conditions, Terms, Delivery and Signature Page (**must be filled out completely**)
- Secretary of State Filing Certificate/Partnership Agreement

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

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.

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 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
(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



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

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

REFERENCES

Using the format outlined below, please provide three (3) client references (Current or Former) 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: | Number of enrolled employees: |
| Description of services provided: | |

Reference 2

| | |
|-----------------------------------|-------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Number of enrolled employees: |
| Description of services provided: | |

Reference 3

| | |
|-----------------------------------|-------------------------------|
| Organization name: | Contact and title: |
| Address: | Phone number: |
| Effective date of contract: | Number of enrolled employees: |
| Description of services provided: | |



BID INFORMATION

No. I424-2023

**MILITARY-SCYENE HIGHWAY QUADRANTS AT IH635 LANDSCAPE
IMPROVEMENT PROJECT**

SCOPE OF WORK

This is a turn-key project. Contractor will provide all materials, equipment and traffic control needed for the project.

Due to the nature of work, Building Permit is not required.

Contractor will need to prepare, submit and get approval on Traffic Control Plans.

Contractor is responsible for the clean-up and disposal of all construction debris including excess materials, fabric, spoils, trash, etc.

Upon completion, the project will need to be signed off on by a City of Mesquite representative. Contractor is required to have insurance to work in TxDOT ROW.

The CITY will use a Construction Contract to authorize this work.



Military/Scyene Highway Quadrants at IH635 Landscape Improvements Project

Solicitation # I424-2023

Proposals are due September 5, 2023 by 2:00pm

Under the direction of the Parks Manager, provide landscape improvements to the Military/Scyene Highway Quadrants and Underpass at IH635 in Mesquite Texas as indicated in the following. All work shall comply with the current Building Codes of the City of Mesquite, City Standards and Texas Accessibility Standards. Schedules shall be coordinated with facility operations. Vendors are encouraged to review the existing site conditions prior to submitting their Proposal. Contact Chad Krajca, 972-216-6963 or ckrajca@cityofmesquite.com

Military/Scyene Highway Quadrants at IH635 Landscape Improvements

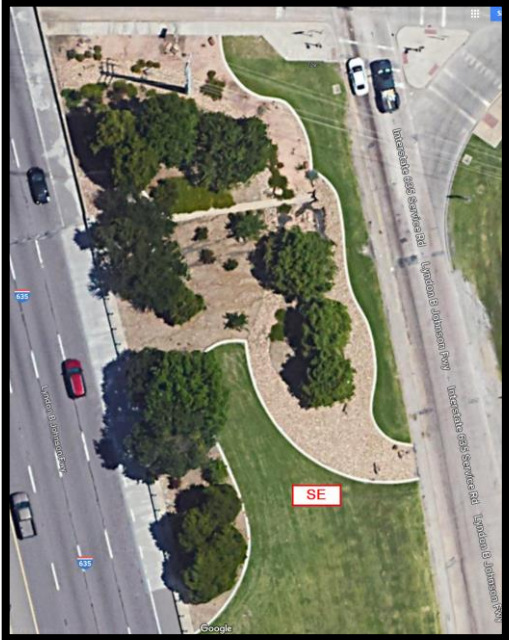
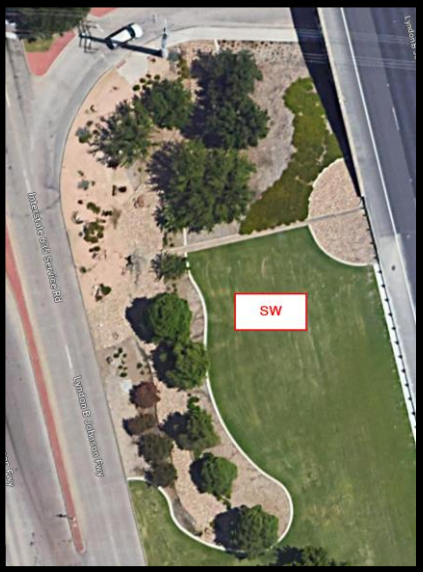
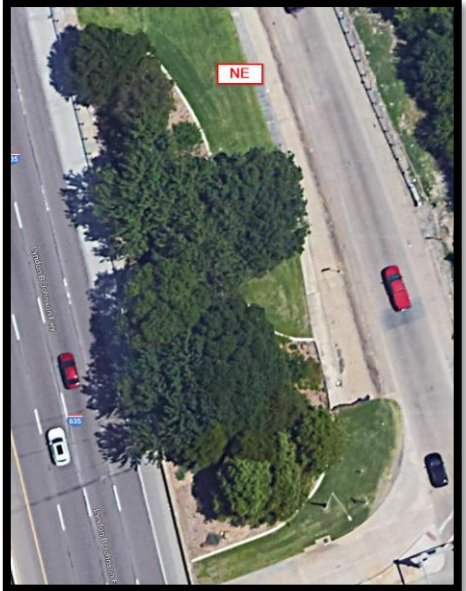
- This is a turn-key project. Contractor will provide all materials, equipment and traffic control needed for the project.
- Due to the nature of work, Building Permit is not required.
- Contractor will need to prepare, submit and get approval on Traffic Control Plans.
- Contractor is responsible for the clean-up and disposal of all construction debris including excess materials, fabric, spoils, trash, etc.
- Upon completion, the project will need to be signed off on by a City of Mesquite representative.
- Contractor is required to have insurance to work in TxDOT ROW.
- The CITY will use a Construction Contract to authorize this work.

Military/Scyene Highway Quadrants at IH635 Landscape Improvements

Scope of Work:

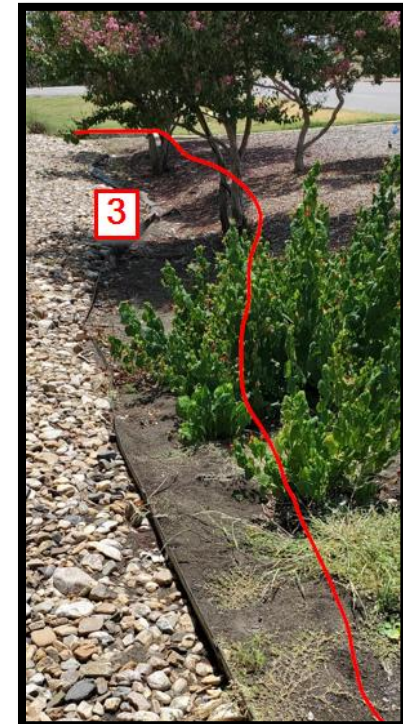
- **The construction zone consists of the 4 landscaped Military/Scyene highway quadrants at IH635 and its underpass. These quadrants will be referred to as:**
 - **SW Quadrant**
 - **SE Quadrant**
 - **NW Quadrant**
 - **NE Quadrant**
- **Each quadrant has its own unique needs so the scope for each quadrant will vary but the total scope of the project will include but is not limited to:**
 - **Grading work to re-establish bed transitions and drainage inlets**
 - **4,000 psi reinforced with #4 at 12"o.c.e.w. concrete wall and paving installations**
 - **River rock purchase and installation (2"x3" size to match existing)**
 - **Decomposed Granite purchase (to match existing) and installation**
 - **Metal edging purchase and installation**
 - **Boulder relocation**
 - **Irrigation relocation/capping**

Military/Scyene Highway Quadrants at IH635 Landscape Improvements



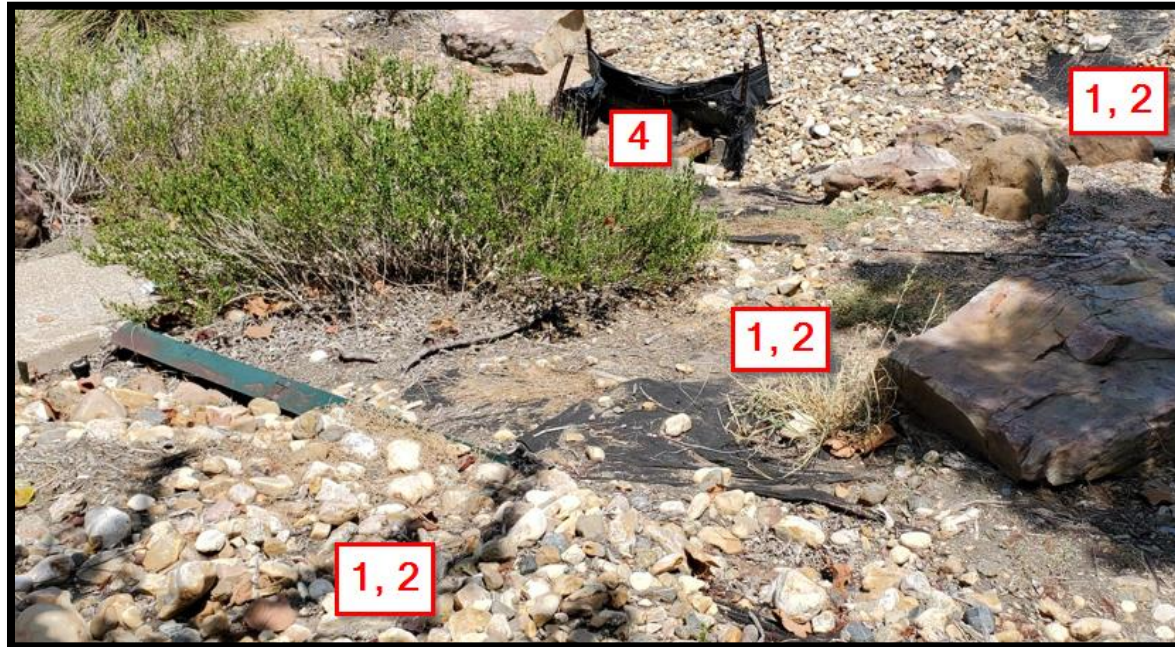
SW Quadrant

1. Regrade washout and build-up river rock and dg areas to re-establish proper bed transition and edging. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
2. Add river rock to river rock beds and decomposed granite to DG beds as needed to bring them back to proper level. DG should be a minimum of 1" thick. River rock should be as such that no black landscape fabric is visible. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
3. Expand river rock bed on the south end, adding more rock to follow the contour of the washout behind the crape myrtles and using new metal edging to mark the bed transitions
4. Install a concrete wall at the drain, 5' L x 8" thick x 12" H in back and 10' L x 8" thick x 12" H along both sides and along concrete flume. (*Note- The 10' walls on sides are 12" at highest point, down to zero to achieve level walls). Bottom of walls shall be a min. of 12" below ground.
5. Relocate 5 boulders (already on-site) to locations TBD after concrete installation



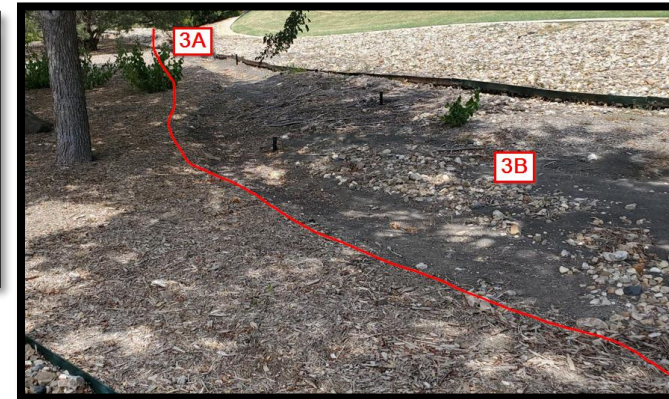
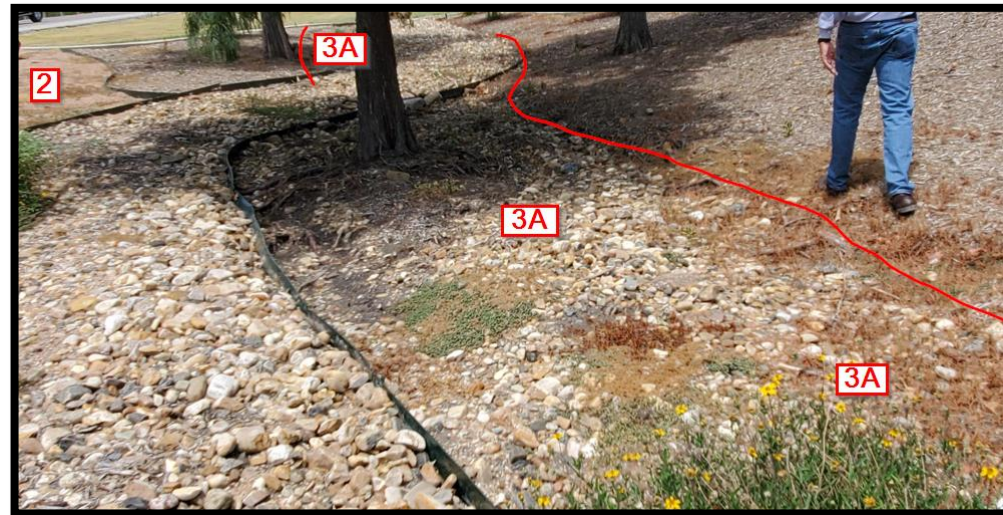
SE Quadrant

1. Regrade washout and build-up areas to re-establish proper bed transition and edging. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
2. Add river rock to river rock beds and DG to DG beds as needed to bring them back to proper level. DG should be a minimum of 1" thick. River rock should be as such that no black landscape fabric is visible. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
3. Change designated DG/mulch beds over to river rock bed in the area just above and to the right of the drain and installing new metal edging to mark the new bed transitions
4. Install a concrete wall at the drain, 5' L x 8" thick x 18" H in back and 10' L x 8" thick x 18" H along both sides and along concrete flume. (*Note- The 10' walls on sides are 18" at highest point, down to zero to achieve level walls)(bottom of wall shall be minimum 12" below ground)
5. Relocate 5 boulders (already on-site) to locations TBD after concrete installation



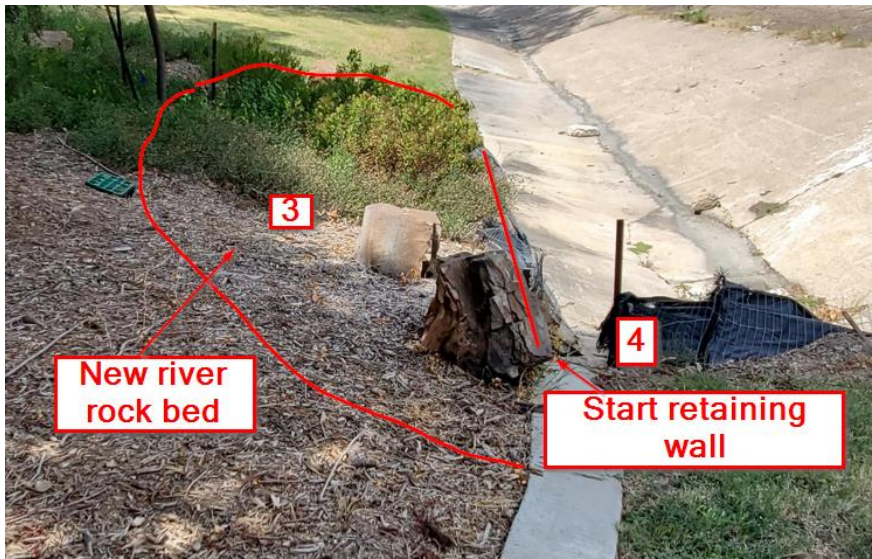
NW Quadrant

1. Regrade washout and build-up areas to re-establish proper bed transition and edging. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
2. Add river rock to river rock beds and DG to DG beds as needed to bring them back to proper level. DG should be a minimum of 1" thick. River rock should be as such that no black landscape fabric is visible. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
3. Expanded river rock bed on the north end (3A) and down the middle (3B), adding more rock to follow the contour of the washout and using new metal edging to mark the bed transitions. It will require relocating some irrigation.
4. Dig out and expose drain. Install a concrete wall around the four sides of the drain, 3'L x 8"thick x 12"H
5. Relocate 5 boulders (already on-site) to locations TBD after concrete installation
6. Install a concrete strip along back of curb of road starting at 12" wide and taper to 6' at the midpoint then back to 12". Strip will be approximately 150'L x 8"thick with sawcut control joints every 15'. It will require relocating the boulders and irrigation within the concrete zone and removing some plant material there



NE Quadrant

1. Regrade washout and build-up areas to re-establish proper bed transition and edging. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
2. Add river rock to river rock beds and DG to DG beds as needed to bring them back to proper level. DG should be a minimum of 1" thick. River rock should be as such that no black landscape fabric is visible. (*Note- Areas pictured are examples. Contractor will be responsible for entire quadrant, even those not pictured)
3. Install new river rock bed just west of the new retaining wall using new metal edging to mark the bed transitions. It may require relocating some irrigation.
4. Remove erosion control fences by drain. Build a concrete retaining wall along the border, west of the drain. It will be 30'L x8"thick x12"H. (*Note- The wall is a level 12" high but will taper down to existing concrete at ends)
5. Relocate 5 boulders (already on-site) to locations TBD after concrete installation



Underpass

1. Remove build-up of slit/dirt on ROWs of underpass to a depth of 3" at curb and level to embankment. Install river rock. (*Note- Areas pictured are examples. Contractor will be responsible for entire underpass ROWs, even those not pictured)
2. Remove slit/dirt build-up to a depth of 8" in the two cutouts on the ROW of the underpass near the SW quadrant. Install concrete pads to grade of surrounding sidewalk and reinforced with rebar
3. Remove block of concrete in the underpass ROW near the NW quadrant



SCHEDULE OF PROPOSED ITEMS

Military-Scyene Highway Quadrants at IH635 Landscape Improvement Project

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 | <p>For all items shown on the plans and described in the specifications herein. Scope of work to include, The construction zone consists of the 4 landscaped Military/Scyene highway quadrants at IH635 and its underpass. These quadrants will be referred to as:</p> <ul style="list-style-type: none"> • SW Quadrant • SE Quadrant • NW Quadrant • NE Quadrant <p>Each quadrant has its own unique needs so the scope for each quadrant will vary but the total scope of the project will include but is not limited to:</p> <ul style="list-style-type: none"> • Grading work to re-establish bed transitions and drainage inlets • 4,000 psi reinforced with #4 at 12" o.c.e.w. concrete wall and paving installations • River rock purchase and installation (2"x3" size to match existing) • Decomposed Granite purchase (to match existing) and installation • Metal edging purchase and installation • Boulder relocation • Irrigation relocation/capping <p>_____</p> <p>Dollars and</p> <p>_____</p> <p>Cents Per Lump Sum.</p> | \$ | \$ |

| | |
|---|---|
| <p>Total Base Bid of Item "1" complete and in place, for the sum of:</p> <p>_____</p> <p>Dollars and</p> <p>_____</p> <p>Cents (written) LUMP SUM</p> | <p>\$ _____</p> <p>(figures) LUMP SUM</p> |
|---|---|

MILITARY-SCYENE HIGHWAY QUADRANTS AT IH635 LANDSCAPE IMPROVEMENT PROJECT

and 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

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 _____, a _____, with offices located at _____, hereafter referred to as 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:

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. 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)

7. 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 (attached 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. 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.

Or

This is an annual contract beginning with the notice to proceed date and expiring one calendar year from the notice to proceed date. This Contract also includes a renewal option to extend the Contract period for two additional one-year periods, renewable on the yearly anniversary of the notice to proceed date of the original Contract, provided that both parties, the Contractor and the City, are in mutual agreement with the extension.

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 total not to exceed, as follows:

Total: _____ (\$_____)

V. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of the CITY by _____ (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 applicable prevailing wage rates at the time work is performed under this Contract.

VII. INSURANCE

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth in the City of Mesquite Minimum Insurance Requirements and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

VIII. 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.

IX. 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.

X. 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.

(Remainder of page intentionally left blank – signatures on 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:

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney or Designee

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 Crims. Made |
| Building/Equipment IT Tech Outsourced Labor Svcs Information Technology Software | A-(VII) | \$500,000 CSL | \$1,000,000 Occ/Agg | N/A* | \$100,000 Limit Ea. Acc/Disease/ Aggregate | N/A |
| 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 Crims. 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 Crims. 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 Crims. 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.
- * 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

TO THE VENDOR

DID YOU REMEMBER TO:

- *Abide by the General and Special Conditions*
- *Make note of the opening date and time. All bids must be submitted by 2:00 p.m. Bids received after 2:00 p.m. will not be accepted.*
- *Fill in the **unit and extended price** on your bid .*
- *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.**
- *Include on the front of your sealed envelope the following information: **Company name, address, bid number, opening date and time**.*

Mailing Address:

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

Purchasing Office
972-216-6201
purchasing@cityofmesquite.com

Physical Address:

City of Mesquite
757 N. Galloway
Mesquite, TX 75149

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

Thank you

Ryan Williams
Manager of Purchasing