

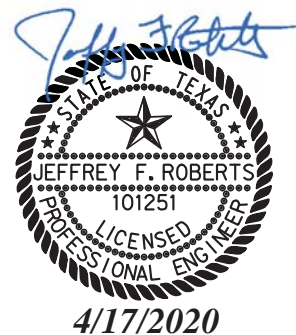


**SPECIFICATIONS  
AND  
FORMS OF CONTRACT AND BONDS  
FOR**

**PROJECT:** FM 1382 METAL BEAM GUARD  
FENCE IMPROVEMENT  
**PROJECT NO.:** PW10-0011

**PREPARED BY:** HALFF ASSOCIATES, INC.  
**TBPE REG NO.:** TBPELS ENGINEERING FIRM #312  
**DATE:** APRIL 2020

**CITY OF CEDAR HILL, TEXAS  
285 UPTOWN BLVD.  
CEDAR HILL, TEXAS 75104**



**CITY OFFICIALS**

**MAYOR**

**Stephen Mason**

**COUNCIL MEMBERS**

**Clifford R. Shaw, Mayor Pro Tem**

**Shirley Daniels**

**Daniel C. Haydin, Jr.**

**Alan E. Sims**

**Chad A. McCurdy**

**Gregory Glover**

**CITY MANAGER**

**Greg Porter**

**ASSISTANT CITY MANAGER**

**Melissa Valadez-Cummings**

**DIRECTOR OF PUBLIC WORKS**

**Tom Johnson, P.E.**

HALFF ASSOCIATES, INC.  
1201 N. BOWSER STREET  
RICHARDSON, TX 75081-2275

**FIRM REGISTRATION NO.:**

TBPELS FIRM #312

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**NOTICE TO CONTRACTORS**

**FM 1382 METAL BEAM GUARD FENCE  
PW10-0011**

**CITY OF CEDAR HILL**

Sealed bids for furnishing all necessary materials, machinery, equipment, project supervision, and performing all work required for the construction of the FM 1382 Metal Beam Guard Fence, PW10-0011, will be received by the City of Cedar Hill **until 10:00 a.m. on Thursday, May 21, 2020 (the “DEADLINE”)**. All bids must be addressed and delivered to Greg Pervis, Purchasing Agent, Cedar Hill Government Center, 285 Uptown Blvd., Cedar Hill, Texas 75104, on or before the **DEADLINE**. The sealed bids will be publicly opened and read at the front door of Cedar Hill Government Center immediately after the **DEADLINE**. **SOCIAL DISTANCING COMPLIANCE WILL BE REQUIRED AT TIME OF BID OPENDING AND READING.**

**All questions regarding the construction plans and BIDDING DOCUMENTS shall be submitted in writing and addressed to Steve Schell, City of Cedar Hill, 285 Uptown Blvd., Cedar Hill, Texas 75104, Steve.schell@cedarhilltx.com and copied to [purchasing@cedarhilltx.com](mailto:purchasing@cedarhilltx.com) .**

Approximate quantities of major items for this project include approximately: 5,492 LF Metal Beam Guard Fence; 237 CY Concrete Mow Strip; 2 Downstream Anchor Terminals; 2 Single Guardrail Terminals; 11 Vertical Delineators; 1 Rail Adjustment; and other items required to complete the project.

All BIDDERS are encouraged to participate in the pre-bid teleconference meeting that will be held at **1:30 p.m. on Tuesday May 12, 2020, Zoom video Communications:**

<https://us02web.zoom.us/j/82517067804?pwd=MStGbGpaV1UrYUo5OVBYaThLSW1qZz09>

Meeting ID: 825 1706 7804, Password: 774382. (OR by phone only Dial by your location +1 346 248 7799 using the same meeting ID and password)

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank, or savings and loan in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to the City of Cedar Hill (herein the “OWNER”), or a bid bond in the same amount from a reliable surety company, as a guarantee that the BIDDER will enter into a contract and execute performance bond and payment bond within ten (10) business days after notice of award of contract to the Contractor. The notice of award of contract will be given by the OWNER within ninety (90) calendar days following the opening of bids.

The successful BIDDER must furnish a performance bond upon the form provided in the amount of 100 percent of the contract price and a material and labor payment bond upon the form provided in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety, or other surety or sureties acceptable to the OWNER. Reference the Project Specifications and Forms of Contract and Bonds for Additional requirements.

The right is reserved, as the interest of the OWNER may require, to reject any and all bids, and to waive any informality in bids received.

Plans, specifications and BIDDING DOCUMENTS may be obtained electronically from the following online bid rooms: CivCast, DemandStar or Public Purchase.

**CITY OF CEDAR HILL, TEXAS**

By s/ Stephen Mason  
Stephen Mason, Mayor

## **BID FORM**

Submitted Bids shall include:

1. Bid bond or check in the amount of 5% of Bid amount;
2. Completed Bid forms;
3. Completed Non-Collusion Statement;
4. Completed BUSINESS DIVERSITY form;
5. Completed FINANCIAL STATEMENT form;
6. Completed CONFLICT OF INTEREST QUESTIONNAIRE form;
7. Completed INSURANCE AGENT AFFIRMATION form; and
8. Completed REFERENCE form

See Section 1 BIDDING DOCUMENTS for requirement and details related to the above forms

**BID FORM**

**PROJECT IDENTIFICATION:** FM 1382 METAL BEAM GUARD FENCE IMPROVEMENT  
PW10-0011

**BID OF:** \_\_\_\_\_  
**(NAME OF FIRM)**

**THIS BID IS SUBMITTED TO:** CITY OF CEDAR HILL, TEXAS (OWNER)  
C/O PURCHASING AGENT  
285 UPTOWN BLVD., CEDAR HILL, TEXAS

The undersigned, as BIDDER, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Forms of Contract, Invitation for Bids, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein.

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

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, the price may be decreased to cover deletions of work so ordered.

It is understood and agreed that the work is to be completed in full within the time designated in the Special Conditions of these specifications.

Accompanying this proposal is a (Certified or Cashier's Check payable to the OWNER) (Bid Bond) in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The bid security accompanying this proposal shall be returned to the BIDDER, unless in case of the acceptance of the proposal the BIDDER shall fail to execute a contract and file a performance bond and a payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the BIDDER. It is understood that the OWNER reserves the right to reject any and all bids.

**CITY OF CEDAR HILL BID SCHEDULE SUMMARY  
FOR  
FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS  
PROJECT NO. PW10-011**

**BID SCHEDULE**

Item Code	Estimate Quantity	Unit	Description	Unit Price	Total Amount
<b>Base Bid</b>					
0500 6001	1	LS	For MOBILIZATION, complete in place  _____ Dollars and _____ Cent(s) per Lump Sum	\$	\$
0502 6001	2	MO	For BARRICADES, SIGNS AND TRAFFIC HANDLING, complete in place  _____ Dollars and _____ Cent(s) per Month	\$	\$
0540 6001	5,375	LF	For MTL W-BEM GD FEN (TIM POST) , complete in place  _____ Dollars and _____ Cent(s) per Linear Foot	\$	\$
0540 6016	4	EA	For DOWNSTREAM ANCHOR TERMINAL SECTION, complete in place  _____ Dollars and _____ Cent(s) per Each	\$	\$
0540 6039	1	EA	For MTL BM GD FEN TRANS (31"-28") (25') , complete in place  _____ Dollars and _____ Cent(s) per Each	\$	\$
0544 6001	1	EA	For GUARDRAIL END TREATMENT (INSTALL), complete in place  _____ Dollars and _____ Cent(s) per Each	\$	\$
0658 6001	11	EA	For INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND, complete in place  _____ Dollars and _____ Cent(s) per Each	\$	\$
6185 6002	40	DAY	For TMA (STATIONARY) , complete in place  _____ Dollars and _____ Cent(s) per DAY	\$	\$
<b>BASE BID SUBTOTAL:</b>				<b>\$</b>	

<b>Bid Alternate 1</b>					
0432 6045	232	CY	For CONCRETE MOW STRIP, complete in place  _____ Dollars and _____ Cent(s) per Cubic Yard	\$	\$
<b>BID ALTERNATE 1 + BASE BID</b>				<b>\$</b>	

**CITY OF CEDAR HILL BID SCHEDULE SUMMARY  
FOR  
FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS  
PROJECT NO. PW10-0011**

<b>TOTAL FOR FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS BASE BID - PAVING</b>	\$ _____
<b>TOTAL FOR FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS BID ALTERNATE 1- CONCRETE MOW STRIP</b>	\$ _____
<b>TOTAL BID AMOUNT</b>	\$ _____
<b>TOTAL DAYS FOR FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS BASE BID - PAVING</b>	<b><u>20 CALENDAR DAYS</u></b>
<b>TOTAL DAYS FOR FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS BID ALTERNATE 1- CONCRETE MOW STRIP</b>	<b><u>40 CALENDAR DAYS</u></b>
<b>TOTAL DAYS</b>	_____ <b>DAYS</b>

The City of Cedar Hill reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

**SUBMITTED ON (DATE): \_\_\_\_\_**



The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications and to the satisfaction of the OWNER and ENGINEER.

The CONTRACTOR shall begin the work as specified in the work order and agrees to complete the work within **20 CALENDAR DAYS** from the date specified in the work order.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____
Addendum No. 5 dated	_____	Received	_____

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
please print name)

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

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

Seal and Authorization  
(If a Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, County, State and Zip

\_\_\_\_\_  
Telephone Fax No.

E-Mail Address: \_\_\_\_\_

**NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other BIDDER, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: \_\_\_\_\_

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

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

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

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

Authorized Rep. (Name): \_\_\_\_\_

Signature of Authorized Rep.: \_\_\_\_\_

Position with Company: \_\_\_\_\_

E-Mail (if available) \_\_\_\_\_

**EXCEPTIONS (IF ANY) FROM BID SPECIFICATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## BUSINESS DIVERSITY

The City of Cedar Hill is committed to increasing participation by minority/woman-owned business enterprises (“M/WBE’s”) in all phases of its procurement processes and to support, to the greatest extent feasible, their efforts to compete for purchases of equipment, supplies, services, and construction-related services on a fair and equitable basis as either prime contractors or sub-contractors.

Contractors/s are to provide the opportunity for competent M/WBE subcontractors and/or suppliers to work under a prime contract. This form is to be completed by all respondents.

Bid/RFP/RFQ Number \_\_\_\_\_ Bid/RFP/RFQ Title \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Complete the following questions:

Yes  No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) who is a **non-minority woman**  
If yes,  WO – Women Owned (excludes women who identify as AA, AI, AP, BL, or HI women)

Yes  No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) whose ethnic origin is:

<input type="checkbox"/> AA – Native American <input type="checkbox"/> AI – Asian Indian <input type="checkbox"/> AP – Asian Pacific American	<input type="checkbox"/> BL – Black American <input type="checkbox"/> HI – Hispanic American
---	---

Gender  M - Male  F - Female

Yes  No The company has been **certified** as minority/woman-owned?

If yes, attach a copy of **current** certification document.

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

**If yes, list all Certifying Agencies**

- NCTRCA
- State of Texas HUB
- DFWMBC (Dallas Fort Worth Minority Business Council)
- Women’s Business Council
- Other: \_\_\_\_\_

Does your firm have an internal supplier diversity program?

Yes  No

If yes, please provide the program contact information:

Name

Phone Number

Title

E-mail Address



## FINANCIAL STATEMENT

To Whom It May Concern:

Re: \_\_\_\_\_ / \_\_\_\_\_  
(Company Name) (Owner's Name)

We confirm the following details regarding \_\_\_\_\_ and \_\_\_\_\_:  
(Company Name) (Owner's Name)

### Initial the following statements:

(\_\_\_\_) I confirm that \_\_\_\_\_ is in Good Standing\* (Federal, State, and Local taxes).  
(Company Name)

(\_\_\_\_) I confirm that \_\_\_\_\_ is permitted to do business in the State of Texas.  
(Company Name)

(\_\_\_\_) I confirm to the best of our knowledge that \_\_\_\_\_  
(Company Name)  
can pay all liabilities and is financially stable.

This information is true to the best of my knowledge and our business records can confirm if an independent inquiry is requested.

Should you require any additional information, please contact:

\_\_\_\_\_  
(Name) (Business Phone Number) (Cell Phone Number)

**To the best of my knowledge, I certify that the information on this form is true and correct.**

\_\_\_\_\_  
Signature Printed Name Officer Title Date

\*The definition of **Good Standing** is no delinquent taxes and not debarred in the State of Texas or excluded from doing business with the federal government.



## INSURANCE AGENT AFFIRMATION

TO BE COMPLETED BY THE RESPONDING COMPANY AND SUBMITTED WITH THE NOTED RFQ/RFP.

THIS DOCUMENT APPLIES ONLY TO THIS SOLICITATION AND IS NOT  
TO BE DUPLICATED OR RE-SUBMITTED FOR ANY OTHER RFQ.

\_\_\_\_\_  
Name of Company Submitting the RFQ

I, \_\_\_\_\_, affirm that the company listed above **CURRENTLY HAS**, by submission of the attached insurance certificate, the types of insurance in the respective amounts of coverage *as specified in this Request for Submittals*.

I, \_\_\_\_\_, affirm that the company listed above **HAS MADE ARRANGEMENTS TO OBTAIN** the types of insurance in the respective amounts of coverage **as specified in this Request for Submittals** through the insurance agency named below.

Name of Insurance Agency: \_\_\_\_\_

Address of Agency: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

**NOTE:** Once the contract is awarded, the City of Cedar Hill must be named as an additionally insured and you must provide a certificate in effect. The insurance must be obtained from a company or companies acceptable to the owner, licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A- (A minus)" or better, or the equivalent from any other rating system. In some cases, the solicitation may not call for insurance such as (professional services, equipment or other services). In the event the solicitation does not require a specified insurance, please mark N/A on each line and submit with the RFP/RFQ.

## References



**Company must provide three (3) client references for which projects of a comparable nature, value, scope, and complexity have been performed by the Company.**

- a. References must be for contracts done in the name of the Company submitting a proposal.
- b. References must be for contracts in progress or completed by Company; pending contracts are not acceptable.
- c. References for contracts performed by Company as a subcontractor are not acceptable.
- d. References for contracts performed by Company's staff while in the employment of another company are not acceptable.
- e. The City of Cedar Hill is under no obligation to provide Companies a second opportunity to provide references.

The City of Cedar Hill seeks competent, qualified and experienced contractors and the reference information shown below **is a critical factor** in determining to whom a contract will be awarded to. **FAILURE TO PROVIDE ALL OF THE REQUESTED REFERENCE INFORMATION WITH YOUR PROPOSAL RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>
Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>
Client Information
Organization Name (Client):
Contact Name:
Contact Title:
Phone Number:
Email Address:
Date Work was Completed _____ or mark as in Progress <input type="checkbox"/>

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

### OFFICE USE ONLY

Date Received

**1** Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4**

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date



BIDDER TO INSERT BID BOND HERE

## SECTION 2 – CONTRACT DOCUMENTS

## CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (herein "Agreement") is made and entered into by and between the CITY OF CEDAR HILL, TEXAS, a Texas home-rule municipal corporation (herein the "City"), and \_\_\_\_\_ (herein the "Contractor").

### WITNESSETH

WHEREAS, the City agrees to hire Contractor for the construction of the Project identified herein for and in accordance with the terms of this Agreement; and

WHEREAS, the Contractor represents that it is qualified and capable of performing the services set forth herein and is willing to enter into this Agreement with the City to perform such services.

**NOW, THEREFORE**, in consideration of the premises and covenants and conditions herein, the City and the Contractor agree as follows:

#### I. SCOPE OF SERVICES AND SPECIFICATIONS

The scope of services and specifications to be rendered by Contractor are set forth in the \_\_\_\_\_ bid package, dated \_\_\_\_\_, 20\_\_; the Bid Form submitted by the Contractor; the Contractor's Proposal, dated \_\_\_\_\_, 20\_\_; the Special Conditions, dated \_\_\_\_\_, 20\_\_; the *[add any other applicable documents]*; all of which constitute the Contract Documents and are included in this Agreement by reference.

#### II. RETAINER

The City agrees to retain Contractor, and Contractor agrees to perform the services set forth in this Agreement and Contract Documents, subject to all of the terms and conditions herein, and the City agrees to pay, and the Contractor agrees to accept, the fees specified in the Contract Documents as full and final compensation for the work and services provided hereunder.

#### III. PROFESSIONAL QUALITY

The Contractor shall be responsible for the quality, technical accuracy, timely completion and coordination of services furnished by the Contractor and its agents, servants, employees and contractors under this Agreement.

#### IV. LIABILITY

Approval by the City of the services performed by the Contractor hereunder shall not in any way relieve the Contractor of responsibility for the any technical accuracy or quality of the

Contractor's work. The City's review, approval or acceptance of, or payment for, any of the Contractor's goods or services shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action arising out of the performance of this Agreement.

## V. COMPENSATION

The total compensation to be paid to the Contractor is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as specified in the Contract Documents.

## VI. TERMINATION

Either party may cancel or terminate this Agreement upon thirty (30) days' written notice to the other party with the provision and understanding that immediately upon receipt of notice of such cancellation all work and labor then in progress shall be completed at the compensation rate provided under this Agreement, unless otherwise agreed to by the parties, and further provided that the Contractor shall be compensated in accordance with the terms of this Agreement for all work satisfactorily accomplished and provided to City prior to the receipt of notice of such termination.

## VII. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify, save, hold harmless and defend City, its officers, agents, employees boards and commissions with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Contractor, its agents, servants, employees or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Agreement.

Contractor further agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the City, the following policies of insurance:

- A. Commercial General Liability insurance with combined single limits of not less than \$1,000,000.00; and
- B. Automobile Liability insurance providing coverage for owned, non-owned, hired and leased vehicles of Contractor with combined single limits for injury or damage in any one (1) accident of \$1,000,000.00; and

- C. Statutory workers' compensation and employers' liability insurance as required by state law.

Contractor further agrees to name the City as an additional insured on the Commercial General Liability and Automobile Liability policies provided, however, that such insurance shall contain provisions to the effect that the naming of the City shall not affect any recovery to which the City would be entitled under the policy if the City was not so named, and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

Certificates of insurance verifying each of the above conditions and providing for thirty (30) days' prior written notice of cancellation or reduced coverage shall be submitted to the City within thirty (30) days of the execution of this Agreement.

### **VIII. INDEPENDENT CONTRACTOR**

In the performance of work or services under this Agreement, the Contractor shall be deemed an independent contractor of the City, and any and all of Contractor's employees performing work or services hereunder shall be deemed to be employees of the Contractor or its contractors and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.

### **IX. NOTICES**

All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City as follows, unless and until the Contractor is otherwise notified:

Director of Public Works  
City of Cedar Hill  
285 Uptown Blvd., Bldg. 100  
Cedar Hill, Texas 75104

All notices and communications under this Agreement to be mailed or delivered to the Contractor shall be sent to the address of the Contractor as follows, unless and until the City is otherwise notified:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **X. ASSIGNMENT**

This Agreement shall not be assignable in whole or in part without the written consent of the City.

## **XI. SEVERABILITY**

Should any word, phrase, sentence, paragraph or other provision or portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

## **XII. BINDING EFFECT**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

## **XIII. GOVERNING LAW AND VENUE**

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

## **XIV. DISPUTE RESOLUTION**

**CONTRACTOR AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CONTRACTOR AND CITY HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONTRACTOR AND CITY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.**

## **XV. COMPLIANCE WITH TEXAS LOCAL GOV'T CODE CHAPTER 2270**

In compliance with Chapter 2270 of the Texas Local Government Code, by executing this Agreement the Contractor hereby certifies that: (1) Contractor does not boycott Israel currently; and (2) will not boycott Israel during the term of this Agreement.

## **XVI. AMENDMENT AND WAIVER**

No amendment or waiver of any provision of this Agreement and no consent to any departure from any provision or requirement of this Agreement, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to

be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

**XVIII. LEGAL CONSTRUCTION**

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The parties agree that this Agreement or any provision of this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement or any provision hereto. This Agreement and all of the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

**EXECUTED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
[Name, Title]

**CITY OF CEDAR HILL, TEXAS:**

By: \_\_\_\_\_  
Stephen Mason, Mayor

ATTEST:

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Belinda Berg, City Secretary

APPROVED AS TO FORM:

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Ron G. MacFarlane, Jr., City Attorney



## **CERTIFICATE OF INSURANCE**

After award of contract, CONTRACTOR will provide OWNER with Certificate of Insurance which will be executed and bound here with Final Documents

### **General Instructions for Bonds**

- A. The surety on each bond must be a responsible surety company which is qualified to do business in Texas and satisfactory to the OWNER.
- B. The name, and residence, of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts or New Hampshire, an adhesive seal shall be affixed opposite the signature.
- C. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
- D. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
- E. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
- F. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- G. The date of this bond must not be prior to the date of the contract in connection with which it is given.

**PERFORMANCE BOND**

STATE OF TEXAS        }  
COUNTY OF DALLAS    }

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
\_\_\_\_\_ of the City of \_\_\_\_\_,  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as  
Principal, and \_\_\_\_\_  
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto  
\_\_\_\_\_ (OWNER),  
in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) 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 OWNER, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2020, to

**FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS**

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms  
of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall  
in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration  
or addition to the terms of the contract, or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

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

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

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

The name and address of the Resident Agent of Surety is \_\_\_\_\_

\* Not applicable for federal work. See "The Miller Act," 40 U.S.C. §270.

**PAYMENT BOND**

STATE OF TEXAS        }  
COUNTY OF DALLAS    }

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_,  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as  
Principal, and \_\_\_\_\_

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto  
\_\_\_\_\_  
(OWNER),  
in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) 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 OWNER, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 2020, to

**FM 1382 METAL BEAM GUARD FENCE IMPROVEMENTS**

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

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall  
pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said  
contract, then, this obligation shall be void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Article 5160 of the Revised  
Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of  
said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms  
of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in  
anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the contract, or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

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

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

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

The name and address of the Resident Agent of Surety is \_\_\_\_\_

\_\_\_\_\_