

# PROPOSAL

## **KNIGHT EROSION CONTROL, INC.**

P.O. Box 202541

Arlington, TX, 76006

Office: 817/640-4442

[www.knighterosioncontrol.com](http://www.knighterosioncontrol.com)

Date: May 24<sup>th</sup>, 2018

Proposal No. 1

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### Proposal Submitted To:

#### **City of Allen**

Attn: Lindy M. Higginbotham, PE, *Project Manager*

Engineering Department

305 Century Parkway

Allen, TX, 75013

Office: 214/509-4579

Email: [LHigginbotham@cityofallen.org](mailto:LHigginbotham@cityofallen.org)

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### Work Performed At:

- Install RRap weir to incase aerial sewer line, with RRap walls on both sides of creek. Proposed weir will be filled with ¾" to 1" washed stone, and a 3-8" HDPE pipe from from upstream to downstream end of weir to maintain a normal pool level.
- Site Location: 33°7'80.54" N 96°41'31.69" W, or across the street from 1062 Hopewell Dr., Allen, TX.

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

#### **RRap Wall "A": East side of creek**

Install approximately 86 L.F. of MSE RRap Wall x 7 to 14 feet tall. A continuous gravel drains with fabric wrapped to soil side with a continuous drain pipe will be installed to relieve hydraulic pressure and trap the soil. Structural Engineer has recommended an average length of 8.5' on Geogrid for this wall, however if rock is visible at location of grid, then grid must have a minimum length of 2' behind wall and anchored to rock face.

#### **RRap Wall "B": West side of creek**

Install approximately 34 L.F. of MSE RRap Wall x 7 feet tall. A continuous gravel drains with fabric wrapped to soil side with a continuous drain pipe will be installed to relieve hydraulic pressure and trap the soil. Structural Engineer has recommended an average length of 6' on Geogrid for this wall, however if rock is visible at location of grid, then grid must have a minimum length of 2' behind wall and anchored to rock face.

#### **RRap Weir incasing aerial sewer line across creek channel**

Install approximately 48 LF RRap Wall x 6 feet tall, with a 3' cap over sewer line. Gravel drains with fabric wrapped to soil side with a continuous drain pipe will be installed to relieve hydraulic pressure and protect the sewer line. Install 3- 8" HDPE pipes in the middle of the weir below the sewer line to set the pool elevation on the upstream side of the creek.

- Install 2,076 SF Rrap Wall & Rrap Weir @ \$20.20/SF	\$ 41,935.20
- Construction entrance, erosion control, clearing, excavation, water management, foundation of wall Keyed 1' minimum into rock bottom, haul off excess fill materials, gravel and fill, compaction, and geo grid.	\$ 80,224.00
- Topographic Survey, Geotechnical boring (25- 50'), and Engineering: Structural and Civil Designs	\$ 11,000.00
- Weekly Inspections by Third Party Inspector	\$ 300.00
- Bonding- Payment, Performance, and Maintenance (2 years)	\$ 4,003.78
<b>TOTAL</b>	<b>\$ 137,462.98</b>

All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above with payments to be made as follows: **Mobilization/Draws/Balance Upon Completion**

**Note:** Payment terms as noted: 30% mobilization, end of month draw based on % of work completed, and balance upon completion.

**Knight Erosion Control to Provide:**

1. Topographic Surveying by Spooner Surveying- Topo Survey is to show both street boundaries on each side of creek channel (Hopewell Drive and Marble Falls Drive), pedestrian walking paths, sewer man-holes, aerial crossing of sewer line, trees with a diameter 6" or greater, High bank on both sides of creek, toe of creek on both sides, C.L. of creek channel, approx. rock elevation on embankments, any easements, and 100-year flood elevation.
  - a. Any tree that is to be removed will be called out in the plans by the Design Engineers. This will only happen, if the tree is within the reinforcement zone of the proposed wall location.
2. Geotechnical drilling by Arias Geotechnical- Structural has recommended a depth of 35' to 50' in total depth of boring.
  - a. Geotech and Topo survey to be done consecutively. Time duration for both approximately 8 weeks.
3. Engineered Designs by Falkofske Engineering and KCE Engineering; designs will include Global stability, factors of safety, cut fill calculations, grading plans, and erosion control.
  - a. Time frame for Civil design is approx. 2 to 3 weeks, and time frame for structural design is approx.
4. Total time frame for design is approx. 12 to 14 weeks
5. Total estimated time of construction once plans are approved, is approx. 30 working days (Not Including: Rain days, Holidays, or weekends).
6. Survey Stakes for location of wall, per civil engineer's design.
7. Locate Utilities
8. Clearing and haul off
9. Weekly Inspections by design engineers firm, with reports to owner(s) and contractor.
10. Install Sod, where grass was damaged during construction.
11. As Built Letter by design Engineer

**Specific Exclusions:**

1. Proposal does not include sprinkler repairs.
2. Proposal does not include Flood Study of properties along creek, if owners wish add \$ 6,500.00 to Total Cost of Option chosen.

**General Terms and Conditions:**

1. This proposal is based on 20 working days per month.
2. Our safety practices meet OSHA regulations recommended safety procedures.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT EROSION CONTROL, INC.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per  \_\_\_\_\_  
Russell Hergesell - Director of Sales

Note: This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_





# INVITATION FOR BID CITY OF DUNCANVILLE



**BID NO.:** IFB# 15-21

**BID FOR:** TWO YEAR TERM BID  
FOR EROSION CONTROL  
SERVICES

**BID CLOSE DATE:** THURSDAY, OCTOBER 8, 2015

**BID CLOSE TIME:** 2:00 P.M. CDT

**CONTACT:** Brunswick O. Morton, Purchasing Manager

**PRE-BID CONFERENCE: WED.  
SEPT. 23, 2015, 10:00 AM, CITY HALL  
CONFERENCE ROOM 2, 203 E.  
WHEATLAND, DUNCANVILLE, TX 75116**

E-mail: [bmorton@ci.duncanville.tx.us](mailto:bmorton@ci.duncanville.tx.us)  
Telephone: 972.780.5058

Quotes, subject to the Terms and Conditions of this INVITATION FOR BID and other bid provisions, will be received in the **Purchasing Office, 203 E. Wheatland, Duncanville, Texas 75116**, before the closing time and date shown above. **Sealed bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Duncanville and have the bid number, bid title, closing date, and company name clearly marked on the outside envelope.** Late bids will be retained by the City; however, they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Manager. The undersigned agrees, if the quotation is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal shall be 120 calendar days.

**THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

Company Name and Address	Company's Authorized Manager
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</b>	
<p>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.</p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> <p><b>1 Name of person doing business with local governmental entity.</b></p> </div> <div style="width: 15%; text-align: center;"> <b>OFFICE USE ONLY</b> </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> <p><b>2</b></p> <p><input type="checkbox"/></p> <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p> </div> <div style="width: 15%; text-align: center;"> <p>Date Received</p> </div> </div>	
<p><b>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.</b></p>	
<p><b>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.</b></p>	

Amended 01/13/2006 Amended 01/13/2006

**CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ Page 2**For vendor or other person  
doing business with local governmental entity

**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

# **INSTRUCTIONS TO BIDDERS**

## **CITY OF DUNCANVILLE, TEXAS**

### **1. PREPARATION OF BIDS**

- a. Bidders are expected to examine the Invitation for Bids, Standard Terms and Conditions (if any), the specifications, drawings (if any) and the Instructions to Bidders. Failure to do so will be at the bidder's risk.
- b. Each bidder shall furnish the information required by the invitation. The bidder shall sign the bid. Bids signed by an agent are to be accompanied by evidence, previously furnished to the issuing office.
- c. Bids for supplies, service or items other than those specified will not be considered, unless authorized by the Invitation for Bids.
- d. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- e. Bids submitted on other than the forms contained in the Invitation for Bids or with different terms, conditions or provisions will not be considered as responsive bids.

### **2. EXPLANATION TO BIDDERS.**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidder before the submission of their bid. Oral explanations or instructions given before the award of the contract or issuance of a purchase order will not be binding. Any information given to a prospective bidder concerning the invitations will be furnished to all prospective bidders as an amendment of, or addendum to the invitation, if such information is necessary to the bidders in submitting bids on the invitation or the lack of such information would be prejudicial to uniformed bidders.

### **3. ACKNOWLEDGMENT OF AMENDMENTS OR ADDENDUMS TO INVITATIONS.**

Receipt of an amendment or addendum to an invitation by a bidder must be acknowledged (a) by signing and returning the amendment or addendum: or, (b) by letter or telegram: or ( c ) by annotation in the space provided on the PA 101 form. Such acknowledgment must be received prior to the hour and date specified for receipt of bid, or accompany the bid.

### **4. SUBMISSION OF BIDS.**

- a. Sealed bids should be returned in an opaque envelope marked on the outside with the bidder's name and address, the Invitation Number, date and time of bid opening. Address the Bid to: Purchasing Agent, City of Duncanville, P.O. Box 380280, Duncanville, Texas 75138-0280. Bids may be hand carried to the Purchasing Office, 203 E. Wheatland Road., Duncanville, Texas 75116.
- b. Return bids in sufficient time so as to be received in the Purchasing Office on or before the closing date and time shown on the Invitation.
- c. Samples of items or descriptive literature, when required, must be submitted within the time specified, and unless otherwise specified, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable specifications, etc. If not destroyed by testing, samples will be returned at bidder's request and expense. Descriptive literature will be retained by the City as part of the bid document.

### **5. FAILURE TO SUBMIT BID.**

Failure to bid and to advise the office issuing the Invitation in writing that future invitations for bids are desired may result in the removal of your firm from bidder's list (s) covering this category of items or services.

### **6. MODIFICATION OR WITHDRAWAL OF BIDS.**

Bids may be modified or withdrawn by written or telegraphic notice received by the City Purchasing Agent prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or

his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if withdrawal is made prior to the exact hour and date set for the receipt of bids.

- 7. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.** Bids and modifications of bids (or withdrawals thereof) received at the office designated in the Invitation after the exact hour and date specified for receipt will not be considered unless: (a) they are received before award is made; and either (b) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due solely to delay in the mails for which the bidder was not responsible: or ( c ) if submitted by mail (or telegram if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt at the City offices; provided that timely receipt at the City offices is established upon examination of an appropriate date or time stamp (if any) of such office, or of other documentary evidence of receipt or of the post office serving it. However, a modification of a bid which makes the terms of an otherwise successful bid more favorable to the City will be considered anytime it is received and may thereafter be accepted.

**NOTE:** Bidder using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such against the chance that it will be required as evidence that a late bid was timely mailed. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

- 8. BID GUARANTY.** If a Bid Guaranty is required by the Invitation for Bids, no bid will be considered unless it is accompanied by a cashier's check or a certified check drawn on a State or National Bank, or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Texas, in an amount not less the amount stated in the Invitation for Bids. The bid guaranty shall be payable without condition to the City of Duncanville, Texas. The certified check or cashier's check or bid bond accompanying the bid shall be returned to the bidder, unless in the case of the City's acceptance of this bid, the bidder shall fail to execute a contract by acceptance of the award by the City Council of the City of Duncanville, Texas; or by acceptance of a purchase order for the items awarded; or by execution of a contract on forms otherwise prescribed by the Invitation within ten days of the bid's acceptance by the City, in which case the bid guaranty shall be forfeited to the City of Duncanville, Texas and shall be considered as payment for damages due to the delay and other inconvenience suffered on account of the bidder's failure to consummate a contractual agreement.
- 9. DISCOUNTS.** Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating bids for award unless otherwise specified in the "Invitation for Bids". However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids. In connection with any discount offered, time will be computed from date of delivery at destination or from the correct invoice is received in the office specified by the City, if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- 10. CITY-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the City of Duncanville, Texas unless otherwise provided for in the Invitation for Bids.



**11. AWARD OF CONTRACT.**

- a. Award of contract, if it be awarded, will be awarded to that responsible bidder whose bid conforming to the Invitation will be most advantageous to the City of Duncanville, Texas price and other factors considered. Other factors may include but are not limited to: delivery, efficiency, quality of equipment, experience, service record, service facilities, and adaptability of equipment or services to the needs of the City.
- b. The City reserves the right to reject any or all bids and to waive informalities and minor irregularities in bid received.
- c. The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for any quantities less than those specified: and the City reserves the right to make an award on any item for a quantity less than the quantity offered at the unit prices bid unless the bidder specifies otherwise in his bid.
- d. A written award, by acceptance of bid or issuance of a purchase order, mailed or otherwise furnished, to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

**12. BID ACCEPTANCE PERIOD.** It is the intent of the City to award a contract, if any be awarded, within one hundred and twenty (120) calendar days after the date specified for receipt of bids. It shall be understood that the bid shall have an acceptance period of 120 calendar days. In no case will an award be made until at least two (2) calendar days have elapsed from the time of opening of bids.

**13. ESCALATION.**

- a. The City of Duncanville, Texas must be able to compare bid prices on the basis of final cost to the City. It is important to the City that it has protection against unforeseen price increases before delivery dates. It is therefore required that all bid prices be firm.

**14. DISQUALIFICATION OF BIDDER(S).** Any bidder (s) may be disqualified and their bid not considered for award for among reasons of the following specific reasons:

- a. Reasonable grounds exist for believing that collusion exists among bidders.
- b. Reasonable grounds exist for believing that a bidder has an interest in more than one bid for the contract contemplated.
- c. The bidder is party to any litigation against the City of Duncanville, Texas.
- d. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Duncanville, Texas or with another party for the same or similar kinds of work.
- e. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing bid commitment, etc.
- f. The bidder, as an individual or member of a partnership, is an elected official or employee of the City of Duncanville, Texas.

**STANDARD TERMS AND CONDITIONS  
CITY OF DUNCANVILLE, TEXAS**

**1. SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; Container number and total number of containers, e.g. box of 1 of 4 boxes; and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

**2. FUNDING:** Contractor recognizes that the continuation of any contract during and or after the close of any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted, or remain as adopted, as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

**3. SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

**4. TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

**5. F.O.B. DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. (Freight on Board) Destination. Freight and Delivery charges shall be Prepaid and estimated costs always included in bid quotation. Seller assumes all risk in the transporting of goods to the Buyer.

**6. NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

**7. PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order. Any charge thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof, The terms of this agreement are "no arrival", no sale".

**8. INVOICES AND PAYMENTS:**

a. Payment Terms are Net 30 and based upon the Texas Prompt Payment Act. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Duncanville, ATTN: Accounts Payable, P.O. Box 380280, Duncanville, Texas 75138-0280. Payment shall not be

due until the above instruments are submitted after delivery. Suppliers should keep the Purchasing Department advised of any charges in their remittance addresses.

b. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificate, if required.

**9. GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any Manager or representative of the Seller, to any officer or employee of the City of Duncanville with view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

**10. SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

**11. WARRANTY - PRICE:**

a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to the seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**12. WARRANTY - PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

**13. SAFETY WARRANTY:** Seller warrants that the products sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time correction made by Buyer will be at Seller's expense.

**14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

**15. RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

**16. CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies, which Buyer may have in law or equity.

**17. TERMINATION:** The performance of work under this order may be terminated in whole or in part by the buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is addition to and not in lieu of rights of Buyer set forth in Clause 16, herein.

**18. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The terms Force Majeure as employed herein, shall mean act of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**19. ASSIGNMENT-DELEGATION:** No right or interest this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**20. WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**21. MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties or their duly authorized Managers.

**22. INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

**23. APPLICABLE LAW:** This Contract is entered into subject to the Charter and ordinances of the City of Duncanville, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable City of Duncanville, County of Dallas, State of Texas and federal United States of America laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Duncanville, Texas; the County of Dallas; the State of Texas and the United States of America; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dallas County, Texas. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the City of Duncanville, County of Dallas, State of Texas and federal laws of the United States of America. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, the Workers Right to Know Law, and the Immigration Reform and Control Act of 1986 (**IRCA**).

Additionally, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**24. ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

**25. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**26. VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.

**27. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty



thereof (shall) forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council) and per Section 10.02 Duncanville City Charter and Code of Ordinances, Chapter 2, Article III.

**28. PURCHASING COALITION:** The City of Duncanville is a member of Innovative Purchasing Group Alliance. The City of Duncanville has entered into Interlocal Cooperation Agreements through the Innovative Purchasing Group Alliance and other units of local government in order to participate in Cooperative Purchasing Programs. The units of local government are primarily located in Dallas, Tarrant, Ellis, and Collin Counties. Other units of local government may participate in the purchasing coalition after the bid is awarded and during the contract period. Therefore, the successful bidder shall extend pricing to any entity that already has or decides to enter into an Interlocal agreement with the City of Duncanville during the stated contract period for like commodities or services.

**29. OTHER TERMS NULL AND VOID:** These Terms and Conditions and this agreement, as agreed upon by you and your firm, are the only and entire terms and conditions and agreement between the City of Duncanville and your firm and supersedes all other proposals, oral or written, and all other communications outside of this entire proposal between parties relating to this subject matter, its minimum requirements within and the standard terms and conditions herein. These terms and conditions and this agreement cannot be amended or changed except in writing signed by an officer of the City of Duncanville on its letterhead and your firm. Any other provision(s) in customer correspondence, order forms, or other forms of documents which seeks to amend and or change these terms and conditions is null and void.

**30. EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (**IRCA**) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

## CITY OF DUNCANVILLE

### SCOPE AND INTENT

The City of Duncanville is accepting Competitive Sealed Bids for the furnishing of all labor, materials, equipment, and performing all work necessary for a two year term bid for erosion control in the City of Duncanville, Texas.

#### SPECIFICATION

##### INTENT:

The City of Duncanville wishes to enter into a two-year term bid for the providing of materials, and installation of "bag-walls" for erosion control at various locations throughout Duncanville, Texas. **("Bag-wall" installation shall be defined as the placing of reinforced, perforated, biodegradable bags of kiln-dried sand and cement mixtures, pinned with rebar, to produce a sturdy yet flexible retaining wall for erosion control.)** The specifications contained herein are designed to establish an effective, efficient and safe system of erosion control.

#### SPECIFICATION

##### CONTACT:

Any questions relating to this specification may be discussed with Mike Brownlee, P.E., and Assistant Director of Public Works at (972) 780-5016 between the hours of 9:00 a.m. CDT and 4:00 p.m. CDT, Monday through Friday.

#### PERIOD OF

##### TERM BID:

The term bid shall be for a period of two (2) years. The City of Duncanville reserves the right to renew the term bid for an additional one (1) year period, if it is in the best interest of the City and is agreed upon by the successful bidder. Prices may be adjusted per the most recent Consumer Price Index change for the DFW area as monitored by the Bureau of Labor Statistics.

#### PROJECT

##### LOCATIONS:

"Bag wall" installation shall be performed at various locations throughout Duncanville over the period of the term bid. This specification contains no detailed map of project locations. Each bidder should carefully examine all specifications and visit typical sites prior to bidding in order to familiarize themselves with local conditions. Please contact Mike Brownlee, P.E., Assistant Director of Public Works, at (972) 780-5016, for more information about the variety of sites.

#### DESCRIPTION:

All work under this term bid shall consist of the furnishing of all labor, materials and equipment for the installation of "bag walls" totaling approximately 8,000 square feet of surface area at various locations in Duncanville. **(Note: quantities are approximate, depending on funds available).** Also, quantities are estimates and are not guarantees and may be decreased or increased by the City.

**MATERIAL:**

Bags for "bag-wall" construction shall be biodegradable, perforated, brown paper bags, reinforced with polyester scrim fiber.

Bag size shall be approximately 21" long, 13" wide and 4-3/4" thick.

Concrete mixture in the bags shall develop a strength of 3,000 psi compressive strength in 28 days, consisting of 17%-18% cement and the remainder a coarse, kiln dried sand.

Filter fabric shall be a woven, high UV, non-biodegradable polypropylene geotextile material, "Beltech 200" as manufactured by Belton Industries, or City approved equal.

All reinforcing steel shall be deformed type bars and conform to ASTM-A615, Grade 60, and shall be placed as shown in attached diagram.

**INSTALLATION:**

Bags shall be placed in level courses in a staggered or running bond pattern as indicated on the plans and typical sections. Each course shall be sufficiently tamped to compact each bag to finished thickness of 4".

After a maximum of six (6) rows have been laid and at the end of each work day, the concrete bags shall be thoroughly wetted to insure total saturation for proper set up, curing and bonding.

Bags shall be secured with rebar, rebar hooks and washers as shown on the plans and typical sections.

Filter fabric, as described in the "Materials" section of this bid, shall be laid continuously behind bags. Fabric splices shall overlap a minimum of 12".

Backfill as required behind bags shall be tamped and compacted in 6" lifts to 95% standard density, soil shall be wetted to obtain proper densities. Backfill may be excavated material from the site, free of lumps, rock 4" or larger, and other foreign matter.

The term bid shall maintain adequate drainage at all times and shall construct wall underdrains and weep holes where required.

**PRICING:**

Bid pricing shall be per square foot of surface area, to include all materials, equipment and labor necessary to complete all work in compliance with these specifications. No separate or advance payments shall be made for partially completed jobs or materials purchased in the course of the job.

**WARRANTY:**

Bid pricing shall include a two (2) year warranty against defective workmanship and/or materials. During the warranty period, the contractor shall correct any work found to be defective or not in accordance with these specifications, including removal of

defective materials, promptly after receipt of written notice by Owner to do so.

**BARRICADES :**

The use of barricades, warning signs and flagmen shall be the contractor's responsibility and shall be done in accordance with Local, State and Federal Laws.

**HAULING AND DISPOSAL:**

It shall be the responsibility of the contractor to make any and all arrangements for disposal of rubbish and debris. The contractor will not be permitted to store or leave any machinery or debris on the site, City embankments, parks, rights of way or City property without written permission from the Public Works Department. The contractor shall also clean up any spillage that occurs during the hauling of materials from the site. Upon completion of each job, all unused materials, accumulation of trash and other foreign material shall be completely removed from the sites. Under no circumstance shall contractor be allowed to dispose of waste or any other materials into streams or waterways. The surrounding areas shall be restored to the conditions in which they were found prior to the start of the work.

**WAGE RATES:**

All employees of the contractor on all work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character.

**BONDS:**

Payment, Performance, and Maintenance Bonds will be required for this project and must be executed within 10 business days after notice of award. Surety agency executing bonds must be authorized to write sureties in the State of Texas **(See Attached Forms)**. These bonds will be requested after the bid award.

**CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:**

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under the section of Federal Conditions and by the contractor documents, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City. The Contractor shall submit a Certificate of Insurance indicating that all coverages meet minimum requirements and names the City of Duncanville as an additional insured. The certificate is not due at bid submittal but is requested after the bid award. **Contractor is required to provide the certificate and all required bonds within 10 business**

**days of the notification of the award; if not contractor could be considered in default.**

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy which expires during the performance of this contract and notify the City of such a renewal prior to expiration date. The City of Duncanville shall be named as an "Additional Insured" on all of the below named insurance policies.

**1. Workers' Compensation Insurance Coverage.**

**A. Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' 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 contractor's/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 delivering equipment or materials, or providing labor, transportation, 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.

B. 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.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. 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.



E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) 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 of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, 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;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

## **2. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)**

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less the Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

## **3. Automobile Liability and Property Damage Insurance**

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage

Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

**4. Contractual Liability Coverage**

Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

**5. Indemnity**

The Contractor shall defend, indemnify and hold harmless the City, and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees or any one else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

**6. Evidence of Insurance Coverage**

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days notice in writing to be delivered by registered mail to the City.

**SUBCONTRACTORS'  
INSURANCE:**

The contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under the section of General Conditions and be the contractor documents, and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his operations under this contract.

Any insurance bearing an adequacy of performance will be maintained after completion of the project for the full guarantee period.

The contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The contractor shall automatically renew any policy which expires during the performance of this contract and notify the City of such a renewal prior to expiration date.

a. Workmen's Compensation including Occupational Disease and Employer's Liability Insurance.

Before commencement of the work, the Contractor shall take out and maintain during the life of this contract, Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance for all of his employees to be engaged in work under this contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance. In case any class of employees engaged in hazardous work under the contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

b. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)

Before commencement of the work, the contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the contractor; the City; and each of the officers, agents and employees; from claims for damages for bodily injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

c. Automobile Liability and Property Damage Insurance

Before commencement of the work, the contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability and Property damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

d. Contractual Liability Coverage

Each and every policy for Liability Insurance carried by each contractor and subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

e. Indemnity

The contractor shall defend, indemnify and hold harmless the City; and each of its officers, agents, servants and employees; from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the contractor, or any subcontractor of the contractor, or by their officers, agents, servants, employees or any one else under the contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days notice in writing to be delivered by registered mail to the City.

**SAFETY:**

In accordance with generally accepted construction practices, the contractor will be solely and completely responsible for conditions of the job sites, including safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours.

**REFERENCES:**

Bidders must submit, on this bid's prescribed Reference Form only, a minimum of five (5) references of similar size, nature and scope to the project herein described, in order to demonstrate capability of building erosion control "bag-walls" in accordance with these specifications.



**PROPOSAL TO  
THE CITY OF DUNCANVILLE, TEXAS  
FOR AN TWO YEAR TERM BID FOR  
EROSION CONTROL**

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 form of contract, Notice to Contractor, Specifications and therein referred to and has carefully examined the sample locations and conditions of the proposed work, and agrees that he will provide all necessary labor, machinery, tools, apparatus and other items incidental to construction, and will do all the work called for in the contract and specifications in the manner prescribed therein and according to the requirements of the City of Duncanville, and therein set forth.

The undersigned agrees, upon written acceptance of this bid, mailed or otherwise, furnished within sixty (60) days after date of opening of bids, he will, within ten (10) calendar days after receipt of the prescribed forms, execute the Contract Documents.

The undersigned further agrees, upon receipt of written notice of pending job, execute within 10 days, performance and payment bonds on standard forms with good and sufficient surety (Performance and payment bonds to be executed on a per job basis.)

**Accompanying this proposal is a (5% Bid Guaranty Bond or certified cashier's check payable to the City) (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, in which case the bid security shall become the property of the City, and shall be considered as payment of damages due to delay and other inconveniences suffered by the City reserves the right to reject any and all bids.

The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

\_\_\_\_\_  
Signed (Name & Title)

## REFERENCES

The bidder is **REQUIRED** to provide a minimum of 5 current references with the bid. References must be from clients (especially public agencies) the contractor has served in a similar capacity of services and or products specifically required within this bid, quote, offer, and or proposal within the last 24 months. Bids without total complete references **(ALL INFORMATION REQUIRED SUCH AS TELEPHONE NUMBER, ETC.)** may be considered incomplete and may disqualify your bid

ORGANIZATION NAME:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT:	PHONE:		
DESCRIPTION OF PROJECT:			

ORGANIZATION NAME:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT:	PHONE:		
DESCRIPTION OF PROJECT:			

ORGANIZATION NAME:			
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CONTACT:	PHONE:		
DESCRIPTION OF PROJECT:			

ORGANIZATION NAME:			
ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT:	PHONE:		
DESCRIPTION OF PROJECT:			

**REFERENCES Cont.....**

ORGANIZATION NAME: _____			
ADDRESS: _____			
CITY: _____	STATE: _____	ZIP: _____	_____
CONTACT: _____	PHONE: _____	_____	_____
DESCRIPTION OF PROJECT: _____			
_____			



**Duncanville**  
*City of Champions*  
**CITY OF DUNCANVILLE**  
**COOPERATIVE PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that **ALL** terms, conditions, specifications, and pricing would apply?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Duncanville will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Duncanville will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Duncanville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed. These Terms and Conditions and this agreement, as agreed upon by you and your firm, are the only and entire terms and conditions and agreement between the City of Duncanville and your firm and supersedes all other proposals, oral or written, and all other communications outside of this entire proposal between parties relating to this subject matter, its minimum requirements within and the standard terms and conditions herein. These terms and conditions and this agreement cannot be amended or changed except in writing signed by an officer of the City of Duncanville on its letterhead and your firm. Any other provision(s) in customer correspondence, order forms, or other forms of documents which seeks to amend and or change these terms and conditions is null and void.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.**

Company Name and Address	Company's Authorized Agent
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date

**BID PROPOSAL SCHEDULE**

**TWO-YEAR TERM BID FOR EROSION CONTROL** AT VARIOUS LOCATIONS THROUGHOUT DUNCANVILLE, TEXAS, per all terms, conditions and specifications of IFB #15-21. Prices below shall include furnishing all labor, materials, freight, shipping, etc. to provide a turnkey product:

<b><u>EST. TWO YEAR QTY</u></b>	<b><u>PER SQ. FT.</u></b>	<b><u>TOTAL AMOUNT BID</u></b>
8,000 SQ.FT. "BAG-WALL", MATERIALS AND INSTALLATION, PER SPECIFICATIONS	\$ _____.	\$ _____

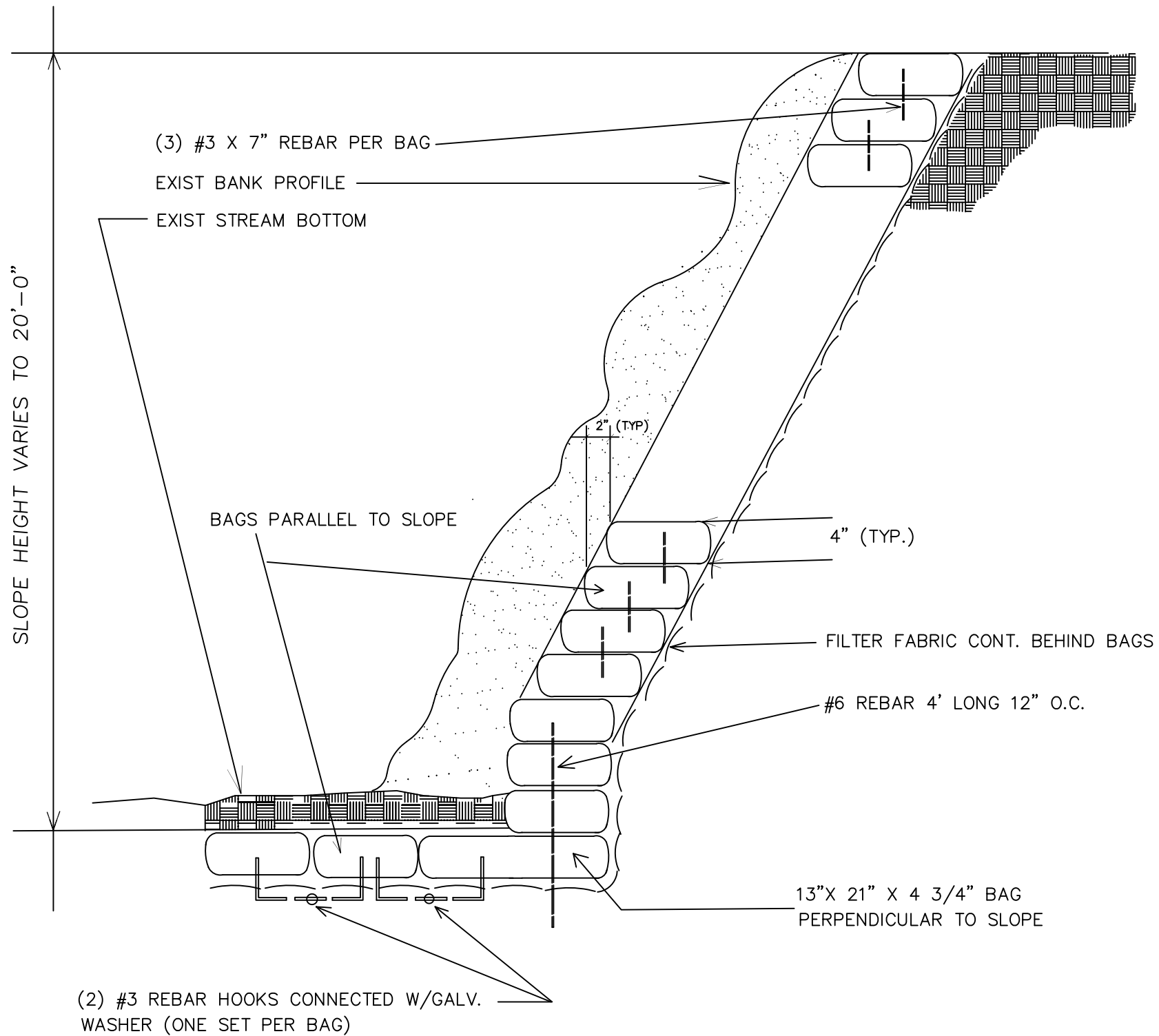
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THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

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**A Pre-Bid Conference will be held on Wednesday, September 23, 2015 at 10:00 A.M. CDT, at City Hall Conference Room 2, 203 E. Wheatland Rd., Duncanville, TX 75116-4824.**





**TEXAS STATUTORY PERFORMANCE BOND BOND**  
**NO. \_\_\_\_\_**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** \_\_\_\_\_,  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a  
corporation organized and existing under the laws of the State of \_\_\_\_\_ licensed to do business  
in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are  
held and firmly bound unto City of Duncanville, 203 E. Wheatland Rd., Duncanville, TX 75116  
(hereinafter called the Obligee), in the amount of \_\_\_\_\_  
Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_, 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 the work in accordance with the plans, specifications and contract  
documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED. HOWEVER,** That this bond is executed pursuant to the provisions of Chapter  
2253 of the Texas Government Code and all liabilities on this bond shall be determined in  
accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it  
were copied at length herein.

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

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

Name:

Address:

Surety: Title:

**NOTE:** The Date of the Performance Bond **MUST BE** the date of the contract. If Resident Agent is not a corporation please give a person's name.

TEXAS STATUTORY PAYMENT BOND BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** \_\_\_\_\_, (hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Duncanville, 203 E. Wheatland Rd. , Duncanville, TX 75116 (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars (\$ ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, for \_\_\_\_\_, 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 null and void; otherwise to remain in full force and effect;

**PROVIDED. HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

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

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_

**The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is: Name:**

**Address:**

**Surety: Title:**

NOTE:                   The Date of the Payment Bond **MUST BE** the date of the contract. If Resident Agent is not a corporation please give a person's name.

## MAINTENANCE BOND

THE STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS )

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation organized under the laws of \_\_\_\_\_, as sureties, do hereby expressly acknowledge themselves to be held and bound to pay into the City of Duncanville, a Municipal Corporation, chartered by virtue of a special act of legislature of the State of Texas, at Duncanville, Dallas County, Texas, the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum will and truly be made into said City of Duncanville, and its successors, said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally by these presents:

This obligation is conditioned, however, that whereas, the said \_\_\_\_\_ (Principal) has this day entered into a written contract with the said City of Duncanville to build and construct

### **EROSION CONTROL SERVICES**

which contract and the plans and specifications therein mentioned, adopted by the City of Duncanville are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor, and sureties on this obligation, and the said contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. NOW, THEREFORE, if the said contractor shall keep and perform it's said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Duncanville shall have and recover from the said contractor (Principal) and its sureties.

Damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation hereon to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

Provided, however, that the contractor hereby holds harmless and indemnifies the said City of Duncanville from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation. However, there shall be no liability on the surety for the damages resulting from fire, acts of god, accidents or careless or malicious handling.

In witness thereof, the said \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ and the said \_\_\_\_\_ has caused these presents to be executed by its attorney in fact and the said attorney in fact, has hereunto set his hand, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY:

PRINCIPAL:

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WITNESS:

ATTEST:

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Secretary

NOTE: DATE OF MAINTENANCE BOND MUST NOT BE DATED PRIOR TO DATE OF CONTRACT.

## Agreement to Renew Contract

Contract Renewal  
IFB# 15-21 Erosion Control Services

By executing this contract renewal, contractor verifies:

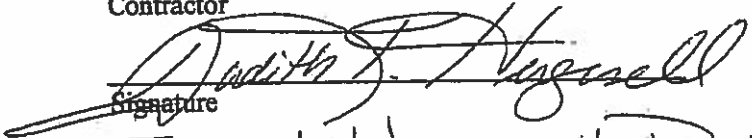
- 1) That it desires to exercise the renewal option under the same terms and conditions through January 5, 2019;
- 2) that it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended;
- 3) that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.
- 4) that you are required under Texas law to file a Certificate of Interested Parties Form 1295 with the Texas Ethics Commission, referencing contract #15-21 (instructions attached to this email). Please email a copy of the filed form 1295 to [coberrender@duncanville.com](mailto:coberrender@duncanville.com)

City of Duncanville, Texas  
Owner

  
Signature

Kevin Hugman, City Manager

Knight Erosion Control, Inc.  
Contractor

  
Signature

Judith K. Hergesell, President  
Printed Name/Title



**PROPOSAL TO  
THE CITY OF DUNCANVILLE, TEXAS  
FOR AN TWO YEAR TERM BID FOR  
EROSION CONTROL**

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 form of contract, Notice to Contractor, Specifications and therein referred to and has carefully examined the sample locations and conditions of the proposed work, and agrees that he will provide all necessary labor, machinery, tools, apparatus and other items incidental to construction, and will do all the work called for in the contract and specifications in the manner prescribed therein and according to the requirements of the City of Duncanville, and therein set forth.

The undersigned agrees, upon written acceptance of this bid, mailed or otherwise, furnished within sixty (60) days after date of opening of bids, he will, within ten (10) calendar days after receipt of the prescribed forms, execute the Contract Documents.

The undersigned further agrees, upon receipt of written notice of pending job, execute within 10 days, performance and payment bonds on standard forms with good and sufficient surety (Performance and payment bonds to be executed on a per job basis.)


Accompanying this proposal is a (5% Bid Guaranty Bond or certified cashier's check payable to the City) (Bid Bond) in the amount of

DOLLARS.

(\$ 5% of amt. bid)

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, in which case the bid security shall become the property of the City, and shall be considered as payment of damages due to delay and other inconveniences suffered by the City reserves the right to reject any and all bids.

The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

  
Carl K. Hergesell, President

Signed (Name & Title)

# REFERENCES

The bidder is REQUIRED to provide a minimum of 5 current references with the bid. References must be from clients (especially public agencies) the contractor has served in a similar capacity of services and or products specifically required within this bid, quote, offer, and or proposal within the last 24 months. Bids without total complete references (ALL INFORMATION REQUIRED SUCH AS TELEPHONE NUMBER, ETC.) may be considered incomplete and may disqualify your bid

ORGANIZATION NAME:	<u>The Colony</u>		
ADDRESS:	<u>6800 Main St.</u>		
CITY:	<u>The Colon</u>	STATE: <u>TX</u>	ZIP: <u>75056</u>
CONTACT:	<u>Robert Kotasek</u>	PHONE:	<u>972/624-3148</u>
DESCRIPTION OF PROJECT:	<u>Office Creek Erosion Repairs 4020 and</u>		
	<u>4024 Creek Hollow Way.</u>		

ORGANIZATION NAME:	<u>City of Euless</u>		
ADDRESS:	<u>201 N. Ector Drive</u>		
CITY:	<u>Euless</u>	STATE: <u>TX</u>	ZIP: <u>76039</u>
CONTACT:	<u>Allen Harts</u>	PHONE:	<u>817/685-1694</u>
DESCRIPTION OF PROJECT:	<u>Texas Star Golf Course Improvements</u>		
	<u>at No. 8 Tee Box</u>		

ORGANIZATION NAME:	<u>Town of Flower Mound</u>		
ADDRESS:	<u>2121 Cross Timbers Road</u>		
CITY:	<u>Flower Mound</u>	STATE: <u>TX</u>	ZIP: <u>75028</u>
CONTACT:	<u>Doug Stevens</u>	PHONE:	<u>972/874-6411</u>
DESCRIPTION OF PROJECT:	<u>Bakers Branch Stabilization at</u>		
	<u>Echo Bluff and Foxborough Hollow</u>		

ORGANIZATION NAME:	<u>City of Tyler</u>		
ADDRESS:	<u>P.O. Box 2039</u>		
CITY:	<u>Tyler</u>	STATE: <u>TX</u>	ZIP: <u>75710</u>
CONTACT:	<u>Phil Elledge</u>	PHONE:	<u>903/531-0131</u>
DESCRIPTION OF PROJECT:	<u>2013 Lake Tyler Retaining Wall Improvements.</u>		

REFERENCES Cont.....

ORGANIZATION NAME: Herzog Development Corp.

ADDRESS: 800 E. Campbell Rd., Suite 130

CITY: Richardson STATE: TX ZIP: 75081

CONTACT: Don Herzog PHONE: 214/348-1300

DESCRIPTION OF PROJECT: Armor creek embankments behind

Lots 30 - 32, Woodbridge XVIII, Ltd., Sachse



Duncanville  
City of Champions

CITY OF DUNCANVILLE  
COOPERATIVE PURCHASING FORM

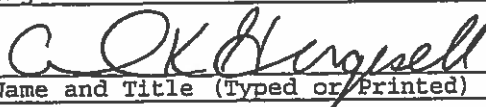
Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that ALL terms, conditions, specifications, and pricing would apply?

Yes X

No \_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Duncanville will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Duncanville will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Duncanville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed. These Terms and Conditions and this agreement, as agreed upon by you and your firm, are the only and entire terms and conditions and agreement between the City of Duncanville and your firm and supersedes all other proposals, oral or written, and all other communications outside of this entire proposal between parties relating to this subject matter, its minimum requirements within and the standard terms and conditions herein. These terms and conditions and this agreement cannot be amended or changed except in writing signed by an officer of the City of Duncanville on its letterhead and your firm. Any other provision(s) in customer correspondence, order forms, or other forms of documents which seeks to amend and or change these terms and conditions is null and void.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.**

Company Name and Address	Company's Authorized Agent
Knight Erosion Control, Inc.	Carl K. Hergesell
P.O. Box 202541	Signature
Arlington, TX 76006	
Federal ID Number (TIN) or SSN and Name 75-2354978	Name and Title (Typed or Printed)
Telephone No. 817/640-4442	Carl K. Hergesell, President
	Date 10/8/15

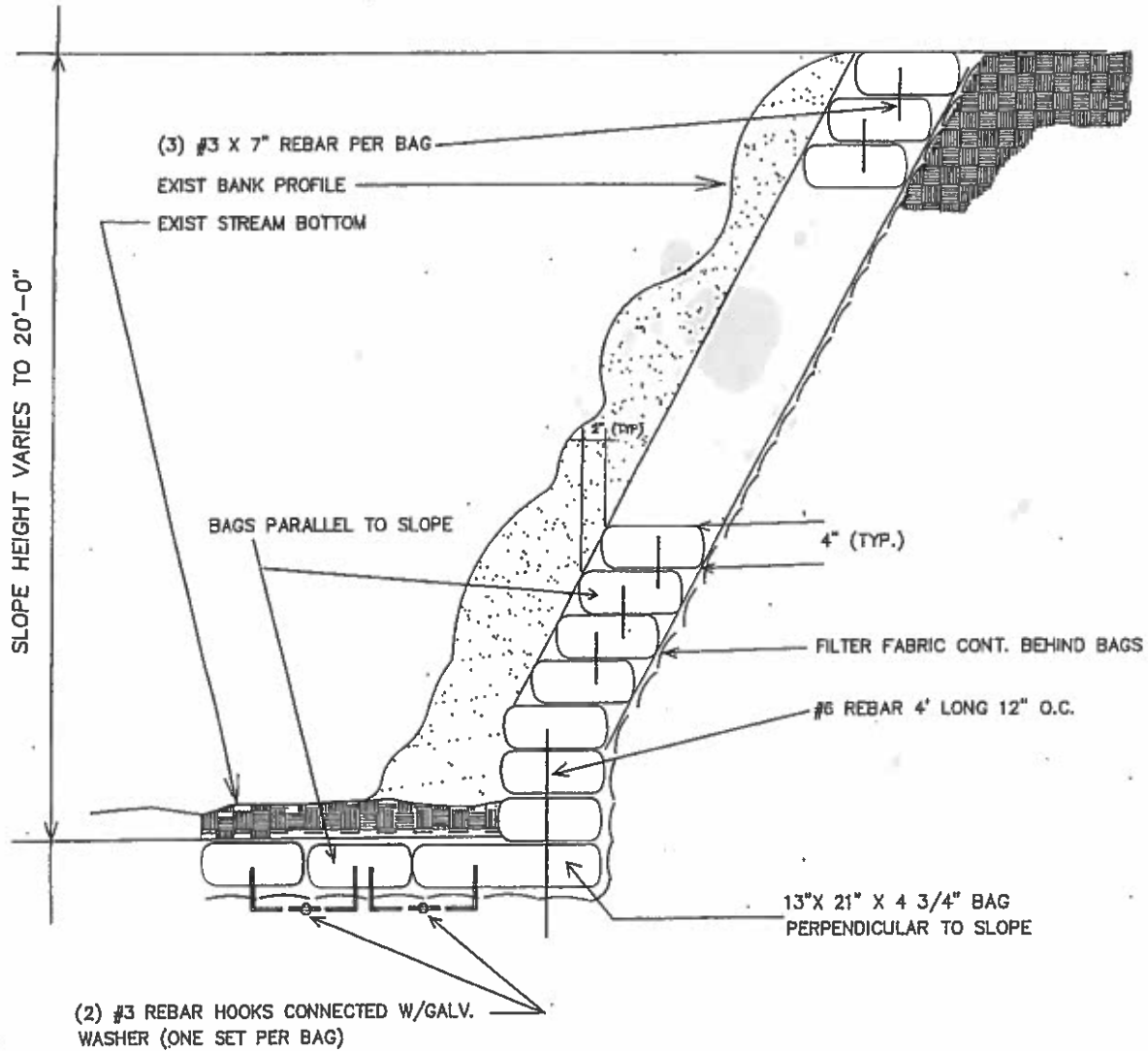
BID PROPOSAL SCHEDULE

TWO-YEAR TERM BID FOR EROSION CONTROL AT VARIOUS LOCATIONS THROUGHOUT DUNCANVILLE, TEXAS, per all terms, conditions and specifications of IFB #15-21. Prices below shall include furnishing all labor, materials, freight, shipping, etc. to provide a turnkey product:

<u>EST. TWO YEAR QTY</u>	<u>PER SQ. FT.</u>	<u>TOTAL AMOUNT BID</u>
8,000 SQ.FT. "BAG-WALL", MATERIALS AND INSTALLATION, PER SPECIFICATIONS	\$ 20.20	\$ 161,600.00

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

A Pre-Bid Conference will be held on Wednesday, September 23, 2015 at 10:00 A.M. CDT, at City Hall Conference Room 2, 203 E. Wheatland Rd., Duncanville, TX 75116-4824.



**RESOLUTION NO. 2016-010518**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID FOR EROSION CONTROL SERVICES TO KNIGHT EROSION CONTROL, INC. FOR A TWO-YEAR TERM, IN THE UNIT AMOUNT BID, WITH AN ESTIMATED TWO-YEAR EXPENDITURE OF ONE HUNDRED AND NINETEEN THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$119,180); AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY CONTRACTS, DOCUMENTS, AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is desired to provide safe and effective erosion control measures identified within Duncanville; and

**WHEREAS**, the City has obtained competitive sealed bids and recommends the award of the bid to the lowest responsible bid in the unit amounts bid as needed as per IFB# 15-21; and

**WHEREAS**, the City Council of the City of Duncanville, Texas, desires to award the bid to Knight Erosion Control, Inc., in the unit amounts bid as needed and authorize the execution of the necessary documents to procure said services.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:**

**Section 1:** That the City Council of the City of Duncanville does hereby award a bid for a contract to Knight Erosion Control, Inc. for erosion control services, in the amount of \$119,180.

**Section 2:** That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

**Section 3:** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Duncanville, Texas,  
on the 5<sup>th</sup> day of January, 2016.

**CITY OF DUNCANVILLE, TEXAS**

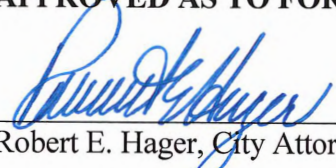
**APPROVED:**

  
\_\_\_\_\_  
David L. Green, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Mary E. Jones, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Robert E. Hager, City Attorney



STATE OF TEXAS  
COUNTY OF COLLIN

§  
§  
§

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("**Agreement**") is by and between the City of Allen, Texas ("**Allen**"), and the City of Duncanville, Texas, acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 26<sup>th</sup> day of January, 2012.

CITY OF ALLEN, TEXAS

By:   
PETER H. VARGAS, CITY MANAGER


One Allen Civic Plaza  
305 Century Parkway  
Allen, TX 75013

ATTEST:

By:   
SHELLEY GEORGE, CITY SECRETARY

EXECUTED this 17<sup>th</sup> day of January, 2012.

CITY OF DUNCANVILLE, TEXAS

By:   
DAVID GREEN, MAYOR  
203 E Wheatland Road  
Duncanville, TX 75116