



INVITATION TO BID

BID NUMBER: 2020-001

BID FOR: 2020 MILLING PROJECT – VARIOUS STREETS

BID CLOSE DATE: May 4, 2020

BID CLOSE TIME: 2:00 P.M.

CONTACT: Justin Scharnhorst
Purchasing Manager
E-mail: jscharnhorst@burlesontx.com
Office: 817-426-9646

Sealed bids **ORIGINAL PLUS TWO COPIES**, subject to the Terms and Conditions of this INVITATION FOR BIDS and other contract provisions, will be received by the **Purchasing Manager at 141 W. Renfro, Burleson, Texas 76028**, before the closing time and date shown above. **Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Burleson and have the bid number, closing date, and company name clearly marked on the outside envelope.** *The official time clock is the date and time stamp located at the Reception Desk at City Hall.* The City will retain late bids; 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 Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Manager.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 bid 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 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 Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

**CITY OF BURLESON
INSTRUCTIONS TO BIDDERS**

1. BID DELIVERY

Bids must be received in the Purchasing Manager's Office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder. Late bids will be returned to the bidder unopened. The time stamp clock at the City Hall Reception Desk is the time of record.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of Burleson, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

2. BID DOCUMENTS

Review of Documents: Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. Bidders must use a complete bid to prepare bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Location of Documents: The Purchasing Division issues Bids. The location and phone number for the Purchasing Division is specified in the advertisement and the bid.

Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Purchasing Division not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to jscharnhorst@burlesontx.com.

Preparation of Bid: Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The bidder must sign each document in the bid requiring a signature. If addenda are issued, the bidder must initial any physical change made to the bid.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Bid Preparation Costs: All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

3. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit the following required documents labeled "original" and one (1) copy.

Documents Required with Bid: The following documents must be submitted with each bid prior to the due date:

1. Exhibit I Vendor References
2. Exhibit II Cooperative Purchasing Form
3. Exhibit III House Bill 1295 Certification of Interested Parties
4. Exhibit IV House Bill 89 Verification Form
5. Exhibit V Certification of Independence and No Conflict of Interest
6. Exhibit VI Signature Form

The bidder should retain all other pages in the bid document.

Addenda: Receipt of addenda must be acknowledged by signing and returning the Addenda *with the bid*, if requested, or under separate cover prior to the due date. Any interpretations, corrections or changes to Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Purchasing Agent. Addendum will be mailed or faxed to all that are known to have received a copy of the bid documents. Offerers shall acknowledge receipt of all addenda. Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

4. MODIFICATIONS OR WITHDRAWAL OF BIDS

Modification of Bids: Bids may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

Withdrawal of Bids: Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

5. OPENING OF BIDS

The Purchasing Division representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

6. EVALUATION FACTORS AND AWARD

Evaluation: Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the City. Bids that specify an “all or none” award may be considered if a single award is advantageous.

Award: The City of Burleson shall award the bid to the lowest responsive, responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the “best value”, the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.
9. Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Bid: Acceptance of a bid for a one-time purchase will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will be by contract. Subsequent purchase releases may be issued as appropriate. The contents of a bid shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

7. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

Certificates of Insurance: When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within 15 business days after notification of intent to award, or as otherwise required by the bid specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within 15 working days after notification of intent to award, or as otherwise required by the bid specifications.

8. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements. A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications. A **responsible** bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company can successfully deliver the supplies, equipment, or services being procured.

9. COMPLIANCE WITH LAWS

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 State of Texas. 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, and the Workers Right to Know Law.

10. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

11. PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control <http://www.treas.gov/offices/enforcement/ofac/sdn/>. Vendor agrees that should at any time during the term of this contract they become listed on the Terrorism List, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List.

12. CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. 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 or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. *APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.* (a) This chapter applies to a person who (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or (2) is an agent of a person described by Subdivision(a) in the person's business with a local governmental entity. (b) A person is not subject to the disclosure requirements of this chapter if the person is (1) a state, a political subdivision of a state, the federal government, or a foreign government; or (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. *Disclosure requirements for vendors and other persons; questionnaire.* (a) a person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person (1) begins contract discussions or negotiations with the local governmental entity; or (2) submit to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The form must be filed with the City Secretary no later than seven days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposal or bids, correspondence, or other writing related to a potential agreement with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the City, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the City, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CITY OF BURLESON STANDARD TERMS AND CONDITIONS

1. **APPLICABLE LAW** - This Contract is entered into subject to the Charter and ordinances of the City of Burleson, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in Burleson, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Johnson County, Texas.
2. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
3. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Burleson. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
4. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.

6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **M/WBE** – As a matter of policy with respect to the City of Burleson projects and procurements, City of Burleson also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
8. **PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **TAXES** - The City of Burleson is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.
10. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Burleson, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Burleson providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be 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.
11. **F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Burleson, Texas, and shall include all freight, delivery and packaging costs. The City of Burleson assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.
12. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
13. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."
14. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the City of Burleson until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
15. **FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

- 16. RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
- 17. RIGHT TO AUDIT** - Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.
- 18. PRICE WARRANTY** - The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
- 19. WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.
- 20. NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
- 21. SAMPLES** - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 22. SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 23. INDEMNIFICATION** –**Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.**

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

- 24. NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Burleson because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
- 25. DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
- 26. TERMINATION FOR DEFAULT** - The City of Burleson reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.
- 27. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 28. NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
- 29. ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

Special Instructions

- 1. GENERAL:** The provisions of this Section of these Special Contract Documents govern in the event of any conflict between them and "Part I: General Provisions, Standard Specifications for SUBDIVISION ORDINANCE including all addenda, and the COMMUNITY FACILITIES POLICY are hereby incorporated into the requirements of this contract; strict compliance to the North Central Texas Council of Government's "Standard Specifications for Public Works Construction" and the Special Contract Documents herein shall be required. The Engineer shall have ultimate decision making authority over conflicts in various referenced governing documents. If applicable, some items of work will also be governed by the "The Texas Department of Highways and Public Transportation 1993 Standard specifications for Construction of Highways, Streets and Bridges".
- 2. DIRECTOR:** The word "Director" in these Specifications shall be understood as referring to the Director of Public Works of the City of Burleson.
- 3. STATE SALES TAX:** This Contract is for the mill and overlay of existing streets located within right of way which has been dedicated to the Public and the City of Burleson, an organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.
The Contractor performing this contract can purchase, rent or lease all material, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's ruling #3.285. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State comptroller's ruling #3.285 as amended to be effective November 24, 1987.
- 4. CONTRACT, BONDS, & CERTIFICATE OF INSURANCE:** The person or firm to whom the contract is awarded will be required to furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract price, and conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing material to the project. The Contractor will be required to furnish a Maintenance Bond forfeitable to the City of Burleson and in the amount of not less than one hundred percent (100%) of the contract price for all improvements, conditioned upon the maintenance of the construction under this contract for a period of two (2) years. The life of the bond shall be from the date of acceptance of the project by the City of Burleson.

These contract documents are standard forms as used by the City of Burleson and are hereby included in these contract documents by reference only, however, they shall be completed, executed, and made a part of the executed copies of these Special Contract Documents.
- 5. INSURANCE REQUIRED:** The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and Item 1.26 of the North Central Texas Standard Specifications for Public Works construction.

6. **TRAFFIC CONTROL:** Traffic control will be approved by the Director or his/her designee. The contractor shall maintain all traffic lanes and/or detours to the satisfaction of the City and in accordance with the most recent Texas Manual on Uniform Traffic Control Devices (TMUTCD)".
7. **AMBIGUITY:** In case of ambiguity or lack of clearness in stating prices in the Proposal, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the Proposal.
8. **BARRICADES AND WARNING SIGNS:** Barricades and warning signs shall be placed in accordance with the requirements of the city of Burleson and the most recent TMUTCD.
9. **EXISTING STRUCTURES:** All existing structures, improvements, and utilities shall be adequately protected, at the expense of the Contractor, from damage that might otherwise occur due to construction operations. Where construction comes in close proximity to existing structures or utilities, or if it becomes necessary to move services, poles, guy wires, pipe lines, or other obstructions, it shall be the Contractor's responsibility to notify and cooperate with the utility or structure owner. The utility lines and other existing structures shown on the plans are for information only and are not guaranteed by the City to be complete or accurate as to location and/or depth. It will be the Contractor's responsibility to verify locations and depths sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation. The Contractor shall be liable for damage to any utilities resulting from this operation.
 - A. **Relocating or Replacing Utilities:** Unless noted on the plans that utilities are to be moved by others, any cost of temporarily or permanently relocating utilities shall be borne by the Contractor. The cost of these relocations shall be included in the Contractor's bid price. In case damage to an existing structure or utility occurs, whether such damage results directly or indirectly from the Contractor's operations, the Contractor shall restore the structure or utility to its original condition and position without extra compensation.
10. **WATER FOR CONSTRUCTION:** Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in this contract.
11. **SAFETY RESTRICTION-WORK NEAR HIGH VOLTAGE LINES:** The following procedures will be followed regarding the subject item on this contract:
 - A. A warning sign of not less than five inches (5") by seven inches (7") painted yellow with black letters that are legible at twelve feet (12') shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING-UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

- B. Equipment that may be operated within ten feet (10') of high voltage lines shall have an insulating cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.
- C. When necessary to work within six feet (6') of high voltage electric lines, notifications shall be given to the power company (Oncor or United Cooperative Services) who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The work done by the power company shall not be at the expense of the City of Burlison. The notifying department shall maintain an accurate log of all such calls to Oncor or United Cooperative Services, and shall record action taken in each case.
- D. The Contractor is required to make arrangements with Oncor or United Cooperative Services for the temporary relocation or rising of high voltage lines at the Contractor's sole cost and expense.
- E. No person shall work within six feet (6') of high voltage line without protection having been taken as outlined in paragraph (1).
- F. All Occupational Safety & Hazard Association (OSHA) requirements shall be followed for this and all other construction activity related to this contract.

- 12. **CONSTRUCTION SCHEDULE:** It shall be the responsibility of the Contractor to furnish the Director, prior to construction, a schedule outlining the anticipated time each phase of construction will begin and be completed including sufficient time being allowed for clean-up. It shall also be the responsibility of the Contractor to coordinate construction with other contractors involved in this or adjacent projects.
- 13. **EXAMINATION OF SITE:** Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; how the plans fit the proposed project and especially if any discrepancies exist.
- 14. **LIQUIDATED DAMAGES FOR DELAY:** Liquidated damages shall be according to the applicable provisions of the NCTCOG Standard Specifications for construction.
- 15. **SUPERVISION AND INSPECTION:** The work will be inspected in accordance with specific requirements herein and any additional requirements imposed by the City of Burlison. Inspection shall be performed by the City. No changes to the Plans or Specifications shall be authorized without specific approval of the Director.
- 16. **PAYMENT:** Payment shall be made in accordance with the General Conditions of Agreement. The contractor's request for payment will be submitted to the Director for approval; actual payment will then be made by the City.
- 17. **WASTE MATERIAL:** All excess excavation and other waste material shall be disposed of at locations approved by the City at the Contractor's expense. All material shall be spread in uniform layers over the area being filled and shall be disposed of in such a manner as to present a neat appearance and to not obstruct property drainage or to cause injury to street improvements or to abutting property. The Contractor shall assume full responsibility for the disposal of the waste material. *Waste material shall not be disposed of in FEMA designated floodplain or floodway.*
- 18. **PERMIT FEES:** The Contractor shall be responsible for the payment of any and all required City, county, or State fees as may be required from Contractors.

- 19. CLEANUP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the work before final acceptance by the Owner or his representative. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.
- 20. FINAL ACCEPTANCE AND FINAL PAYMENT:** Upon the City's satisfactory final inspection of the project and upon receipt of satisfactory written evidence from the contractor that all subcontractors and persons furnishing labor or materials have been paid in full and all persons claiming damages to property or person because of the carrying on of this work have been settled with, or their claims dismissed, or the issues joined, shall certify the estimate for final payment after previous payments and any liquidated damages have been deducted and shall notify the Contractor and his surety of the acceptance of the project. The Contractor shall provide a notarized "Affidavit of Final Payment" prior to delivery of the final payment. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- 21. CONTRACTOR'S DUTY:** The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the City being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the City, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work to be completed or being performed, as measured against the purpose of enabling the Contractor to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation of the propriety of means and methods of the Contractor in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from Plans and Specifications that may have been in evidence during any such visitation or observation by the Director, or any of his representatives, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

- 22. CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, and character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City whether before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 23. SCOPE OF WORK:** The work covered by the Plans and Specifications consists of furnishing all labor, equipment, tools, and incidentals necessary to complete the work, including excavations, backfills, paving work, and disposal of waste material as described in the Plans and Specifications, including all incidental work pertaining thereto.
- 24. SPECIFICATIONS:** Materials and construction of the above referenced improvements shall be governed by the Technical Specifications, and the most recent North Central Texas Council of Government's "Standard Specifications for Public Works Construction" including all addenda except where modified in these Special Provisions.

25. **VENDOR'S CERTIFICATION:** The Contractor, upon request by the City, shall provide a vendor's certified test report and/or a manufacturer's certification on any or all (depending upon request) materials used in the project construction. If reports and certifications are requested, they shall be delivered to the City before permission will be granted for use of the subject item or items. All vendor's test reports and manufacturer's Certifications shall be subject to review by the City and shall be subject to verification by testing of samples of materials as received for use on the project. In the event additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.
26. **CONSTRUCTION NO-PAY ITEMS:** All work necessary for the orderly completion of the project, but not specifically included as a pay item in the Proposal, shall be considered subsidiary to the Contract and no separate or additional payment will be made therefore.
27. **CONSTRUCTION PAY ITEMS:** Pay Items as listed in the Proposal shall be measured and paid for in accordance with the applicable measurement and payment paragraphs of the North Central Texas Council of Governments' "Standard Specifications for Public Works Construction", unless modified by these Special Provisions.
28. **CLEAN-UP OF THE SITE AND DISPOSAL OF EXCESS MATERIAL:** Clean-up of the site and disposal of excess material shall be considered incidental to, and part of the price bid for milling without separate payment.

TECHNICAL SPECIFICATIONS

1. **SCOPE:** The work governed by these specifications is located in the city of Burleson, Texas and consists of full width milling to 2" depth of all listed streets, as well as, cleaning and prepping for in-house overlay program.
2. **DESCRIPTIONS:**
 - A. This item shall consist of full width milling at 2" depth.
3. **EQUIPMENT:**
 - A. The equipment for surface milling and cleaning existing asphalt roadways will be provided by the contractor including any equipment necessary to minimize dust during the operation.
 - B. A Transport or hauler must be used when transporting all equipment on major thoroughfares. The equipment can be driven between projects in close proximity that do not requiring travel on major thoroughfares.
4. **STOCKPILING AND STORAGE:**
 - A. **Equipment & Material Storage Location:** The City of Burleson can provide an area for equipment and material storage if required by the Contractor.
5. **CONSTRUCTION METHODS:**
 - A. **General:** It shall be the responsibility of the contractor to perform asphalt pavement milling and cleaning in accordance with specifications in this contract and as approved by the Director.
 - B. **Surface Preparation:**
 - (1) Contractor shall provide ramps, if needed, at each intersection and around all manholes. Contractor shall maintain ramps until paving commences. Ramps shall be constructed with cold mix asphalt.

(2) Contractor is responsible for raising all utility components, i.e., water valves & manholes as part of the milling if necessary. Additionally, the contractor is responsible for repairs of damage to visible manhole covers, water valve lids, valley gutters, gutter lines and drive approaches caused by the cold planer or any other equipment utilized by the Contractor during the milling process.

C. **Notification:** It shall be the responsibility of the Contractor to notify all residents adjacent to the milling operations. Such notices shall be given at least 48 hours before the work begins. All notices shall be submitted for review to the Director of Public Works or his designee prior to disbursement.

D. **Traffic Control:** It shall be the responsibility of the contractor to provide adequate traffic control measures, such as barricades, flagmen, cones, etc., to provide traffic safety during the milling process. Advanced warning signs, flagmen, and barricades will be necessary. This shall be in accordance with the most recent version of the Texas Manual on Uniform Traffic Control Devices. No work shall begin until all traffic control devices and flagmen are properly positioned. The Director or his/her designee reserves the right to immediately stop milling operations if proper traffic control procedures are not followed.

6. **MEASUREMENT:**

A. PROJECT: Shall be measured by the square yards. Quantity shown is an estimate. The City reserves the right to use less than the estimated quantities.

7. **SPECIAL PROVISIONS:**

A. This work shall BE COMPLETED NO LATER THAN September 30, 2020.

B. Bidder is required to complete all work within forty-five (45) working days of commencement of work.

8. **HOURS OF WORK:**

A. On thoroughfares and residential collectors, reconstruction shall not begin before 9:00 a.m. and will end by 4:00 p.m.

B. On residential streets, milling shall not begin before 8:00 a.m. and will end by 5:00 p.m.

C. All other times and weekend work shall be approved by the Director of Public Works or his/her designee.

D. Contractor shall keep the existing drainage structures open and free from all construction debris

E. Contractor shall not place or leave any construction materials, tools or trash on citizen's lawns.

F. Contractor shall not take lunch or breaks on citizen's lawns

BID SHEET
2020 MILLING PROJECT – VARIOUS STREETS

BID FORM #1

Pursuant to the foregoing "Notice to Bidders", the undersigned has thoroughly examined the Plans, Specifications, Standard Specifications, and the site, understanding the amount of work to be done, and hereby proposes to do all work and furnish all labor, equipment, and materials necessary to fully complete all the work as provided in the Plans and Specifications, and is subject to the inspection and approval of the Director of Public Works and the City of Burleson.

The quantities shown are approximate. It is the bidder's sole responsibility to verify all bid quantities prior to submitting a bid. Payment will be based on actual work performed.

Upon acceptance of this proposal by the City of Burleson, the bidder is bound to execute a contract and furnish Performance, Payment and Maintenance Bonds, approved by the City of Burleson for performing and completing the said work within the time stated for the following sum to wit:

ITEM	STAND SPEC. # TxDOT	APPROX. QUANTITY	DESCRIPTION OF ITEM W/BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1.		36,602sq. yds.	2" FULL WIDTH MILLING	\$ _____	\$ _____

\$ _____ Dollars & _____ cents per sq.yd.

TOTAL BID FOR UNITS 1 \$ _____

IN ADDITION THE FOLLOWING WILL BECOME A PART OF THE CONTRACT:

1. **Commercial Liability Certificate of Insurance**
2. **Standard Form of Agreement**
3. **Contractor's Hold Harmless Agreement**
4. **Contractor's Affidavit of Final Payment**

2020 MILLING PROJECT – VARIOUS STREETS

Street	From	To	Sq Yd
Renfro	RR	Main	480
N.E. Anderson	Lorna	Renfro	1735
SW Johnson	Renfro	Ellison	2888
Anderson	Renfro	Ellison	1615
Newton	Wilshire	Johnson	3780
Tarrant	Wilshire	Thomas	3410
NW Newton	Murphy	Thomas	2548
Newton	Betty L	Alsbury	1045
Shenendoha Ct	Sierra Vista	Crt	560
Kingswood Ct	Sierra Vista	Crt	560
Flagstone	Sierra Vista	Copperfield	2600
Sherwood Crt	Sierra Vista	Crt	1730
Lincoln Oaks Crt	Sierra Vista	Crt	560
Lincoln Oaks Dr	Sierra Vista	Cimmaron Crt	870
Sierra Vista Ct	Lincoln Oaks	Crt	1600
Cimmaron Ct	Lincoln Oaks	Crt	1167
Sunny Meadows	Renfro	Rock Ridge	2803
Sandlewood	Renfro	Rock Ridge	2837
N.E. Amy	Douglas	Hillery	2947

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

The Bidder agrees to complete construction by September 30, 2020 and to complete the contract within 45 working days after beginning construction as set forth in the written work order to be furnished by the Owner.

Exhibit I
VENDOR REFERENCES

Please list three (3) government customers, **other than City of Burleson**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

Exhibit II



CITY OF BURLESON

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 Burleson 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 Burleson will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Burleson will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

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

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
Fax No.	Email address:

Exhibit III

HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		OFFICE USE ONLY																																							
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p>		Must file online at www.ethics.state.tx.us/File																																							
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p>																																									
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</p>																																									
<p>4</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: center;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>																																									
<p>6 UNSWORN DECLARATION</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed In _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

EXHIBIT IV

HOUSE BILL 89 VERIFICATION FORM

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the

Contract Pursuant to Section 2270.001, Texas Government

Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official Date

Exhibit V

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the City of Burleson's ITB 2020-001, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this ITB, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by the undersigned to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The respondent's proposal is based solely on its own understanding of the requirements of the ITB based on the written contents of the ITB, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing agent.
7. The respondent acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the ITB or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.
8. **The respondent** shall guarantee in writing the availability of the services offered and that all terms, including fee, will remain firm for the term of this contract.

Signature

Exhibit VI
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

[INSERT NAME]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

Exhibit VII
Milling Projects

