

PROPOSAL FORM

TO: The Honorable Mayor and
Town Council Town of
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Printed
Name: Zach Fusilier

Title: Vice President

Business
Name: North Texas Contracting

Date: 1/13/22

ACKNOWLEDGMENT OF ADDENDA:

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

**PROPOSAL FORM
REFERENCES**

* PLEASE SEE ATTACHED
FOR MORE

Reference #1

Entity Name: City of Grand Prairie

Type of Work performed: Emergency Repairs

Address: 620 Small Hill Dr. Grand Prairie, TX 75050

Point of Contact: Gregory Holman

Title: Public Works Superintendent

Phone Number: 214-714-8220

Email: gholman@gptx.org

Reference #2

Entity Name: City of Grapevine

Type of Work performed: Emergency Repairs

Address: 200 S. Main St. Grapevine, TX 76051

Point of Contact: James Tuttle

Title: Utility Field Superintendent

Phone Number: 817-657-1653

Email: jtuttle@grapevintexas.gov

Reference #3

Entity Name: Town of Addison

Type of Work performed: Emergency Repairs

Address: 5300 Belt Line Rd. Addison, TX 75254

Point of Contact: Jason Sutton

Title: Utilities Manager

Phone Number: 214-263-0033

Email: jsutton@addisontx.gov



FINANCIAL REFERENCES

PHYSICAL ADDRESS: 4999 Keller Haslet Road
Keller, Texas 76248

MAILING ADDRESS: P.O. Box 468
Keller, Texas 76244

PHONE: 817-430-9500

FAX: 817-430-9207

A/P CONTACT: Claudia Cavazos

EMAIL: claudia@ntexcon.com

WEBSITE: www.northtexascontracting.com

OWNER / OFFICER Jay M. Louy, President
Zach Fusilier, Vice President

SELF PERFORMED TRADES: Utilities, Earthwork & Concrete

TYPE OF ENTITY: Corporation (Texas)

BUSINESS ESTABLISHED: 1990

FEDERAL ID #: 75-2337696

ANNUAL SALES: Average \$165 Million (2017-2020)
\$183 Million in 2020

BANK REFERENCE: Bank of Texas
2650 Royal Lane
Dallas, Texas 75229
972-831-3137 (Michael Clinton, VP)

BONDING COMPANY: AON Risk Services
2711 North Haskell Avenue
Dallas, Texas 75204
214-989-2194 (Rick Reyna)

SURETY: Arch Insurance

TRADE & CREDIT REFERENCES

Ameritex Pipe Group (RCB / RCP Supplier)
Gunter, Texas
Rocky Lorenz
P – 817-829-4525

Ferguson (Pipe Supplier)
Dallas, Texas
Ryan Moore
P-214-507-4896

LB Transportation (Aggregate Supplier)
Keller, TX 76244
Robert Bradely
P-817-337-6830

Barnsco (Rebar Supplier)
Dallas, TX
Audrey Mcclanahan
P-972-946-7006

**PROPOSAL FORM
RESPONSE TIME/RESTORATION TIME**

Project Manager Assigned to project on daily basis

Name: Andrew Rolph

This proposal is requesting a maximum 72 hours from time of notification to commencement of work.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

Assumptions:

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replace is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

Proposed Time NON-EMERGENCY:

A.	Representative on site to assess the work	<u>4</u> (Hrs)
B.	From notification to mobilized on site	<u>2</u> (days)
C.	Pavement removal, excavation, repair, backfill	<u>3</u> (days)
D.	From pavement replacement to open to traffic	<u>3</u> (days)

Proposed Time EMERGENCY:

E.	Representative on site to assess the work	<u>2</u> (Hrs)
F.	From notification to mobilized on site	<u>8</u> (Hrs)
G.	Pavement removal, excavation, repair, backfill	<u>48</u> (Hrs)
H.	From pavement replacement to open to traffic	<u>72</u> (days)

**PROPOSAL FORM
LITIGATION/LAWSUITS**

Contractor to list any prior or pending litigation or lawsuits. If none, then list as N/A

N/A

**PROPOSAL FORM
SUBCONTRACTORS**

Contractor to list any services to be performed by Sub. List legal name of sub and type of work they are to perform. If no subs are to be used, then list as N/A.

N/A - Self Perform

BID FORM

Item No	Item Description	Unit	Unit Bid Price		Total Bid Price For Evaluation
WATER MAIN					
1	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
2	Repair 1-inch or smaller water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	9,500		9,500
3	Repair 1-1/4-inch to 2-inch water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	10,000		10,000
4	Repair 6-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	20,000		20,000
5	Repair 6-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	28,000		28,000
6	Repair 8-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	21,000		21,000
7	Repair 8-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000		29,000
8	Repair 10-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	22,000		22,000
9	Repair 10-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	31,000		31,000
10	Repair 12-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	26,000		26,000
11	Repair 12-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	35,000		35,000
12	Repair 16-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	40,000		40,000
13	Repair 16-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	60,000		60,000
14	Repair 24-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	60,000		60,000
15	Repair 24-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	80,000		80,000
16	Repair 36-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	90,000		90,000
17	Repair 36-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	120,000		120,000
18	Repair 42-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	120,000		120,000

19	Repair 42-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	150,000		150,000
20	Remove and replace fire hydrant with WaterMaster 5CD250 Fire Hydrant 6" MJ Shoe by EJ per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	17,000		17,000
21	Remove and replace existing 6-inch valve with 6-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	14,000		14,000
22	Remove and replace existing 8-inch valve with 8-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	15,000		15,000
23	Remove and replace existing 10-inch valve with 10-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	18,000		18,000
24	Remove and replace existing 12-inch valve with 12-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	19,000		19,000
25	Remove and replace existing 16-inch valve with 16-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	35,000		35,000
SANITARY SEWER MAIN					
26	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
27	Repair 6-inch or smaller sanitary sewer service up to 10 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	11,000		11,000
28	Repair 6-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	18,000		18,000
29	Repair 6-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	32,000		32,000
30	Repair 8-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	20,000		20,000
31	Repair 8-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	34,000		34,000
32	Repair 10-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	20,000		20,000
33	Repair 10-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	37,500		37,500
34	Repair 12-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	24,000		24,000
35	Repair 12-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	39,000		39,000
TRAFFIC CONTROL					
36	Steel Plates 6' x 10'	DAY	800		800
37	Steel Plates 8' x 10'	DAY	1,000		1,000

38	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	800		800
39	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	1,150		1,150
40	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	1,400		1,400
PAVING					
41	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY	1,050		1,050
42	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY	1,100		1,100
43	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF	55		55
44	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA	4,000		4,000
45	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF	25		25
46	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF	150		150
47	Remove and replace 6-inch HMAC Type B or C pavement per city specifications, including all incidentals necessary	SY	850		850
48	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER BID ITEMS		
49	Bermuda sod w/topsoil	SY	85		85
50	St. Augustine sod w/topsoil	SY	90		90
MOBILIZATION					
51	Standard Mobilization per work order	EA	5,000		5,000
52	Emergency Mobilization per work order	EA	7,000		7,000
MISCELLANEOUS					
53	Proposed Annual percentage of price escalation per year after year one is complete	%	10		10
54	Proposed percent mark up on Time and Material costs	%	15		15

By submitting a bid in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this bid to be executed as of the day and year indicated above.

Zach Fusilier
 Printed Name


 Signature

Vice President
 Title

Zach@ntexcon.com
 Email

817-430-9500
 Phone

817-430-9207
 Fax

THIS FORM MUST BE TURNED IN WITH YOUR BID

BID REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE BONDING AGENT.

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the Town of Addison, I will be able, within ten (10) working days after being notified of such award, to furnish the required payment, performance, and maintenance bonds to the TOWN meeting all of the requirements contained in this bid.



Agent Signature

Rick Reyna
Printed Name

Arch Insurance Company
Name of Insurance Carrier

5005 LBJ Freeway, Suite 1500, Dallas, TX 75244

Address of Agency City State Zip

214/989-0000 214/989-2580 ricardo.reyna@aon.com
Phone # Fax # Email Address

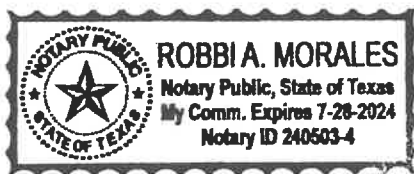
North Texas Contracting, Inc.
Vendor / Contractor Name

Acknowledgement

Subscribed and Sworn before me by the above named Rick Reyna

On this 12th day of January, 2022.

(seal)



Robbia A. Morales
Notary Public in and for the State of Texas

NOTICE TO THE AGENT

If this time requirement is not met, the City/Town has the right to declare this vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Wil Newcomer, Town of Addison Purchasing at 972-450-7091.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 22-42 On-Call Water & Sewer Repairs, Replacement and/or Rehab
 Company: North Texas Contracting, Inc.

Printed Name: Zach Fusilier
 Signature:  Date: 1/13/22

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 22-42 On-Call Water & Sewer Line Repairs, Replacement, and/or Rehab

Company Name: North Texas Contracting, Inc.

Signature: 

Date: 1/13/22

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: North Texas Contracting, Inc.

Business Address: 4999 Keller Haslet Road
Fort Worth, TX 76244

Contact Name: Zach Fusilier

Phone#: 817-430-9500

Fax#: 817-430-9207

Email: zach@ntexcon.com

Name(s) Title of Authorized Company Officers: Jay Lowy, President
Zach Fusilier, Vice President

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder. 75-2337694

DUN #: 79-703-9039

Remit Address: If different than your physical address: same as above

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 90 Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"
MINOR QUALIFICATION LETTER ATTACHED. NO MAJOR EXCEPTIONS

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number N/A and expire date _____

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No *N/A*

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

1/13/22

Title: *Vice President*

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

[Handwritten Signature]



Date: January 13, 2022

Attn: Ms. Diana Munoz
Purchasing Specialist

Re: Solicitation 22-42 On-Call Water and Sewer Line Repairs, Replacement and/or
Rehabilitation Services
Qualification Letter

Ms. Munoz,

North Texas Contracting (NTC) is a heavy civil construction company that has been in business since 1990 specializing in underground utilities and turnkey concrete and civil general contracting for municipalities, private corporations, and educational entities. Our firm has completed over 2,500 contracts for local municipalities on projects similar to this one in scope, location and magnitude. We are very hopeful our figure submitted is competitive as we would very much like to be involved in the construction of this project.

NTC has grown into one of the larger underground utility / concrete contractors in the DFW Metroplex averaging over \$185 +/- Million in revenue per year over the last three years. We have existing municipal maintenance contracts currently with Grand Prairie, Grapevine and Richardson and routinely perform emergency repairs work for several city's including the town of Addison.


Our firm has done our best to price the work per the provided information but would like to clarify a few items to prevent any issues in the future:

- 1) Bid assumes testing lab if needed will be paid by the City unless retesting needed.
- 2) Bid assumes lines deeper than 6' per the items shall not exceed 10' in depth.
- 3) Bid assumes all replacements are PVC materials. No RCCP included as the lead time was quoted as 12-14 weeks. Unless a joint of each size was purchased by the City the materials would not be ready for any repairs for 16" or larger with RCCP.
- 4) Paving assumes the minimum payment would be 20 SY or a 15' x 12' panel.
- 5) Gate valve replacements are priced assuming stand alone valve replacements. A lesser value could be provided for valves installed at point repairs where a pipe repair item as paid as well.
- 6) All backfill above City std embedment assumed to be native.
- 7) Paving includes 8" of subsidiary flex base.
- 8) Irrigation repairs excluded. Can provide via T & M if needed.



We sincerely appreciate the opportunity to provide a proposal on the project. Additional information about our firm can be found at www.northtexascontracting.com as well. In addition to the references provided with the bid we would welcome an interview where we could discuss our team, the project construction approach as well as address any concerns the city or design team may have.

Respectfully Submitted,


Zach Fusilier
Vice President