



City of Seabrook  
Request for Proposals  
RFP # 2022-24-335  
FY 2022 -2023 Sidewalk Removal and Replacement Project

Notice is hereby given that the City of Seabrook solicits proposals for the following:

**RFP# 2022-24-335: FY 2022-2023 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM**

Sealed Request for Proposals for FY 2022 - 23 Sidewalk Removal and Replacement Project, Seabrook Project No. 2022-24-335 will be received until 2:00 pm on Thursday December 1, 2022 by the Purchasing Coordinator, Mike Gibbs, 1700 First Street, Seabrook, Texas 77586. RFPs must be received and time stamped by the Purchasing Department prior to the aforementioned time, after which time all qualified packets will be opened and read aloud at Seabrook City Hall. No late RFPs will be accepted. RFP documents may be obtained from the Purchasing Department at City Hall or by email to [mgibbs@seabrooktx.gov](mailto:mgibbs@seabrooktx.gov).

RFPs may also be submitted electronically through Public Purchase. To submit an RFP electronically, an account will need to be created in Public Purchase, and then RFP 2022-24-335 can be accessed for electronic submission. Electronic RFPs must be submitted before the 2:00 pm deadline on December 1, 2022. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

An optional pre-bid Conference and site visit is scheduled on November 17, 2022 at 2:00 PM to discuss the city's requirements under this RFP and see the project site.

PUBLISH:        November 3, 2022  
                      November 10, 2022

# Table of Contents

CITY OF SEABROOK RFP TIMELINE.....	iv
<b>I. GENERAL INFORMATION .....</b>	<b>1</b>
INTENT.....	1
RECEIPT AND OPENING OF BIDS.....	1
BID MODIFICATIONS .....	2
SCHEDULE CHANGES AND OTHER ADDENDUMS .....	2
PRE-BID MEETING.....	2
METHOD OF AWARD .....	2
QUALIFICATIONS OF BIDDER .....	3
CONDITIONS OF WORK.....	3
LAWS AND REGULATIONS .....	3
EQUAL EMPLOYMENT OPPROTUNITY .....	3
SAFETY STANDARDS AND ACCIDENT PREVENTION.....	3
CONFLICT OF INTEREST.....	4
PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES.....	4
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL .....	4
DISCLOSURE OF INTERESTED PARTIES .....	4
NON-TRANSFERABLE AGREEMENT .....	5
INDEMNIFICATION .....	5
CONTRACT TERM.....	5
INSURANCE .....	6
CONTRACT PRICING.....	6
RATE OF PAY.....	6
BOND REQUIREMENTS .....	6
INVOICE AND PAYMENT.....	7
TAX EXEMPT STATUS .....	7
TERMS AND CONDITIONS.....	7
<b>II. SCOPE OF WORK.....</b>	<b>10</b>
INTENT.....	10
SPECIFIC REQUIREMENTS .....	10
INSTRUCTION FOR RESPONDING.....	11
ADDITIONAL INFORMATION.....	12
VENDOR INFORMATION FORM .....	13
BIDDER QUESTIONNAIRE AND QUALIFICATIONS.....	14
BID FORM.....	16
BID SHEET .....	17
EXCEPTIONS TO SPECIFICATIONS .....	18

HOUSE BILL 89 VERIFICATION .....19  
CITY OF SEABROOK SIDEWALK AND ADA RAMP DETAILS.....20

FORMS:

- VENDOR INFORMATION FORM
- BIDDER QUESTIONNAIRE AND QUALIFICATIONS
- BID FORM
- BID SHEET
- EXCEPTIONS TO SPECIFICATIONS
- HOUSE BILL 89 VERIFICATION FORM
- CONFLICT OF INTEREST QUESTIONNAIRE
- CERTIFICATE OF INTERESTED PARTIES FORM 1295

ATTACHMENTS:

1. City of Seabrook Sidewalk and ADA Ramp Details.

## CITY OF SEABROOK RFP TIMELINE

EVENT	DATE
RFP Issued & First Publication	November 3, 2022
Second Publication	November 10, 2022
Optional Pre-Bid Meeting	November 17, 2022 2:00 pm
Deadline for Questions	November 24, 2022
Due Date for RFP Submission	December 1, 2022 2:00 pm

### **Checklist of Documents to Return in Sealed Bid**

- \_\_\_\_\_ Vendor Information Form
- \_\_\_\_\_ Bidder Questionnaire and Qualifications
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Cost Sheet
- \_\_\_\_\_ Exceptions to Specifications
- \_\_\_\_\_ Bid Bond- 5% of total amount bid
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Notarized Texas Ethics Commission Certification Form 1295
- \_\_\_\_\_ House Bill 89 Verification Form

## I. GENERAL INFORMATION

### INTENT

The City of Seabrook seeks proposals from qualified contractors for the removal, disposal and replacement of sidewalks in multiple locations within the City of Seabrook city limits for fiscal year 2022 - 2023.

Note: Each project location will not be less than 100 SF of concrete sidewalk at a time.

### RECEIPT AND OPENING OF BIDS

Sealed RFPs shall be submitted, **including one (1) marked original, one (1) marked duplicate**, clearly marked with project number and name, as well as the name and address of the firm or individual submitting the RFP. The Vendor Information Form must be fully completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on RFPs; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding.

Bids should be submitted by mail or delivered to:

City of Seabrook  
Attn: Purchasing Coordinator  
1700 1st Street  
Seabrook, TX 77586

Bids must be submitted in a sealed envelope marked:

**RFP# 2022-24-335: FY 2022-2023 SIDEWALK REMOVAL AND REPLACEMENT PROGRAM**

RFPs may also be submitted electronically through Public Purchase. To submit an RFP electronically, an account will need to be created in Public Purchase, and then RFP 2022-24-335 can be accessed for electronic submission. Electronic RFPs must be submitted before the 2:00 pm deadline on December 1, 2022. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

At the appointed time, RFP's will be publicly opened in a manner which avoids the disclosure of contents to competing respondents. The contents will then be kept confidential through the evaluation and negotiation process. However, all Proposals shall be open for public inspection after award, except for trade secrets and confidential information contained in the Proposals and identified as such.

## **BID MODIFICATIONS**

Any BIDDER may modify their bid by sealed written communication or electronically through Public Purchase, at any time, provided such communication is received by Mike Gibbs at 1700 First Street, Seabrook, Texas 77586, **prior to the bid due date, December 1, 2022 at 2:00 PM.**

No changes or alterations to the bid will be accepted after the due date, however, under certain circumstances, a BIDDER may be able to withdraw a BID if it contains a substantial mistake that would cause a great hardship if enforced against the BIDDER.

## **SCHEDULE CHANGES AND OTHER ADDENDUMS**

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. All questions, comments or requests for clarification must be in WRITING. Every request for such interpretation must be in writing addressed to the Purchasing Department, 1700 First Street, Seabrook, TX 77586, or emailed to Mike Gibbs, mgibbs@seabrooktx.gov. No additional information will be given orally, in person or over the phone. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS as soon as reasonably possible after they are received. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid.

## **PRE-BID MEETING**

An optional pre-bid conference will be held at Public Works complex located 1100 Red Bluff Road, Seabrook, TX 77586 on November 17 at 2:00 PM. Attendance is strongly encouraged.

## **METHOD OF AWARD**

Contract will be awarded to the most responsible BIDDER offering the best value to the City based on the following weighted criteria:

- |  |            |
|--|------------|
| • Record of past performance on similar projects | 10%        |
| • Project team's experience                      | 10%        |
| • Safety performance                             | 10%        |
| • Reputation of bidder based on references       | 10%        |
| • Bidder's past relationship with the City       | 10%        |
| • Schedule commitment                            | 10%        |
| • Default history                                | 10%        |
| • Proposal price                                 | <u>30%</u> |
|  | 100%       |

## **QUALIFICATIONS OF BIDDER**

At the time of opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of his/her bid.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to complete the work described therein. Conditional bids will not be accepted.

## **CONDITIONS OF WORK**

Each BIDDER must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all services and labor necessary to carry out the provisions of the contract.

## **LAWS AND REGULATIONS**

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The CONTRACTOR shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

## **EQUAL EMPLOYMENT OPPROTUNITY**

Employees and applicants for employment must not be discriminated against because of their race, color, creed, sex, or national origin.

## **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the CONTRACTOR shall:

- I. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 as may be amended/updated.
- II. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

## **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing Mike Gibbs, [mgibbs@seabrooktx.gov](mailto:mgibbs@seabrooktx.gov) . Completed Conflict of Interest Questionnaire's may be mailed or delivered to the Purchasing Department, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

## **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

## **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of bid.

## **DISCLOSURE OF INTERESTED PARTIES**

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties, FORM 1295. The TEC has created a website application for business entities to submit the required information.

The City of Seabrook requires Form 1295 to be filed electronically by the business entity and acknowledged electronically by the City of Seabrook before entering into any contract requiring the approval of the City Council. The business entity must go to the Texas Ethics Commission Website <http://www.ethics.state.tx.us> and follow the login directions. The following information is required:

- A. Identification Number: 2022-24-335
- B. Project Description: FY 2022 -23 Sidewalk Removal and Replacement Project

When the form has been completed, the system will generate a Certificate number and filed date. Please print the form, have it notarized and send it in with your bid response. **NO HAND WRITTEN 1295 FORMS WILL BE ACCEPTED.** The receipt of this form in no way guarantees an award of contract.



## **NON-TRANSFERABLE AGREEMENT**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **INDEMNIFICATION**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## **CONTRACT TERM**

The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment will be determined and included in the CONTRACT documents but shall not exceed 90 days.

## **INSURANCE**

The successful Respondent shall keep and maintain during the term of the Contract resulting from this RFP, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of:

- Workers' Compensation and employer's liability in amounts required by law
- Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
- Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
- Professional Liability, Errors, Omissions in an amount to be determined.

A copy of current Certificates of Insurance should be included with the RFP. Within ten (10) business days of execution of contract, an Insurance Policy Endorsement with City named as additional insured will be required. The City reserves the right to a copy of the complete insurance policy, as it solely determines, upon review of Certificates of Insurance provided.

Thirty (30) days prior notice of policy cancellation shall be provided to the City. The successful Respondent shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this RFP.

## **CONTRACT PRICING**

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Time is of the essence in CONTRACTOR'S performance and Liquidated Damages may be required in the CONTRACT documents.

## **RATE OF PAY**

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the CONTRACT and compliance with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the CITY an Insurance Endorsement or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the Contract.

## **BOND REQUIREMENTS**

With Bid Submission, all BIDDER's must submit a bid bond for an amount equal to not less than 5% of the total price of the project. Upon execution of contract, prior to work beginning, the CONTRACTOR awarded this project will provide a performance and payment bond for 100% of the contract price.

## INVOICE AND PAYMENT

Bidder shall include Purchase Order number on corresponding invoice. Invoices will be emailed to payables@seabrooktx.gov or sent to:

CITY OF SEABROOK  
ATTN: ACCOUNTS PAYABLE  
1700 FIRST STREET  
SEABROOK, TX 77586

The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work.

## TAX EXEMPT STATUS

The City is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in this proposal.

## TERMS AND CONDITIONS

- The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
- All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
- Late bids will be UNOPENED and returned to BIDDER. Late bids will not be considered under any circumstances.
- Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
- The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at **least** three working days (72 hours) notice prior to bid opening date.
- **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid. Under no circumstances will the terms of this Notice and documents be modified or changed.**

- **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
- Bid offered shall be valid for sixty (60) days from opening date.
- The City of Seabrook is exempt from taxes. DO NOT INCLUDE TAX IN BID.
- The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
- Bidder MUST give full legal name, type of business entity, firm/trade name and legal address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
- Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
- NO substitutions or cancellations permitted without prior written approval of the City of Seabrook.
- All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
- DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
- Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
- If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Bidder understands that the City is subject to the Texas Public Information Act and related law, which shall control determination of confidentiality of such information.
- The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
- Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.

- The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.
- **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and follow all requirements pertaining to House Bill 1295.**
- **Effective September 1, 2017 all businesses entering into contracts will be checked against the list available on the Texas Comptroller website to verify that they do not and will not boycott Israel through the term of the agreement, pursuant to House Bill 89. In addition, the City of Seabrook will require a House Bill 89 Verification Form, included with this packet.**
- **Effective September 1, 2017 all businesses entering into contracts with the City will be checked against the list available on the Texas Comptroller Website to verify that they do not do business with Iran, Sudan and known terrorist organizations, pursuant to Senate Bill 252.**

## **II. SCOPE OF WORK**

### **INTENT**

The City of Seabrook seeks proposals from qualified contractors for the removal and replacement of sidewalks in multiple locations within the City of Seabrook city limits. The contractor shall provide and furnish all labor, materials, tools, equipment, transportation services and disposal services required for the work. Repairs may include removal of existing sidewalks and replacement with new concrete sidewalks and removal and replacement of ADA ramps including curb and gutter replacements as indicated by the City. All work shall be per the City of Seabrook's standards as attached.

### **SPECIFIC REQUIREMENTS**

All work shall be completed in accordance with applicable City of Seabrook Standards and Construction details.

Unit prices are to reflect the charges for sidewalk removal, disposal and replacement per square foot; curb and gutter removal, disposal, and replacement per linear foot; and ADA ramp removal, disposal and replacement each. Contractor shall work with City on ADA ramp Truncated Dome materials and color to ensure consistency throughout City. City uses a product from Grainger: ADA Warning Pad - Concrete, Surface Applied, Polymer, Red, 4' x 2'; mfr model # TT2448-SA-CRD-1.

All work shall be limited to the public right-of-way. The contractor shall not access any private property without the written permission of the property owner and the City.

The contractor shall be responsible for maintaining general safety at and adjacent to the work site. Open excavations shall be fenced or otherwise protected at the contractor's expense.

The successful bidder shall be responsible for submitting a concrete mix design to the City for approval, prior to beginning any work.

The successful bidder shall contact 811 and the City of Seabrook Public Works Department for utility locates prior to beginning excavation. Any damage will be the responsibility of the contractor.

All signs, barricades and traffic control devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices.

The successful bidder shall take appropriate precautions to avoid damaging mailboxes, planters, trees, landscaping, irrigation systems, water valves, water meters, manholes or other private property. Any damage will be the responsibility of the contractor to correct at their expense.

The successful bidder is responsible for making individual contact with property owners in person or through door hangers for property adjacent to project locations. Contact must be made 72 hours prior to beginning work on site.

Cleanup of each work site shall be completed each day before the contractor crews leave for the day. No debris from demolition or forming work shall be allowed to remain overnight.

The successful bidder shall submit a monthly-itemized report for the work completed. Reports shall include location, arrival/departure dates, times, type of work completed, adverse site conditions, etc. Photos of the site before, during and after work shall be included with reports. All work at each site must be completed prior to payment.

Working hours shall be Monday – Friday 7:00AM – 5:00 PM. No work will be allowed on weekends or holidays without the written consent of the City.

The successful bidder shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the contract. A competent and experienced supervisor/foreman capable of speaking the English language must be on-site at all times.

The successful bidder shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Seabrook. The contractor shall control all operations at the worksite, and be solely responsible for the acts or omissions of the contractor's employees or agents.

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

## **INSTRUCTION FOR RESPONDING**

Required Contents. The most qualified respondent should have extensive experience in municipal projects and as detailed in the Scope of Work. The qualifications and commitment of the key personnel assigned is critically important in the qualification of a firm. Please provide the following in your proposal:

- Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the RFP. If respondent has worked with the City before; list projects and type of work.
- Table of Contents - clearly identify what part of the RFP is being addressed in each section of the submittal.
- Statement of Project Understanding.
- Safety procedures and any records of incidents.
- A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business and any other information that may be useful to the decision making process.
- A description of how the candidate envisions being able to provide services to the City of Seabrook and a demonstrated understanding of the high expectations of the City and its residents.
- An organizational chart identifying team members and their areas of responsibility.
- Resumes of Key Personnel who will be assigned to provide services to the City of Seabrook and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.
- List current and past projects similar to this completed by your firm, with emphasis on municipal or other government projects. List should include a brief description of the

project. For at least five (5) projects, please include contact information for reference checks.

- Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
- Describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
- Provide timeline to complete all elements of scope of work.

Detail in your submission any EXCEPTIONS your firm may have regarding this RFP and explain why the exceptions should apply. Any Exceptions may be just cause for disqualification.

### **ADDITIONAL INFORMATION**

At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

Under no circumstances will the City agree to provide terms of indemnification to any party; create any personal liability on the part of any officer, director, employee, or agent of any public body; extend the City's liability, or agree to waive any right, defense, or immunity beyond the liability provided in the Texas Constitution and the laws of the State of Texas, or agree to binding arbitration. Indemnification shall be required of service providers, subcontractors, agents and assigns as provided by law.



**VENDOR INFORMATION FORM**

**RFP 2022-24-335**

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF SEABROOK, TEXAS FOR  
FY 2022 -23 Sidewalk Removal and Replacement Project:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PERSON NAME: \_\_\_\_\_

CONTACT PERSON TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

LEGAL STATUS OF CORPORATION:

INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

## BIDDER QUESTIONNAIRE AND QUALIFICATIONS

**Name of Bidder:**

**Address:**

**Date Organized:**

**Date Incorporated:**

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

1. Provide 3 references for which you have performed similar services for repair of water meter and valve vaults in similar condition, along with the date(s) (year/month) of service for each reference.

Company Name: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

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

Contact Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_

2. CONTRACTS ON HAND

Contract	\$ Amount	Completion Date

3. Have you ever failed to complete any work awarded to you?

4. Have you ever defaulted on a contract?

5. List the projects most recently completed by your firm (include similar projects)

Project	\$ Amount	Mo/Yr Completed

6. Major equipment available for this project:

7. Describe how you will work with the CITY's Representative to ensure amicable and informative communication on a regular basis.

8. Provide any other information about your business that would further demonstrate proficiency or excellence.

9. What is the projected project start date, or how long until project start date after the contract execution date?

10. How long is it projected this project will take to complete?

## BID FORM

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
  
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of CITY'S Notice of Award.
  
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):  

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____
  
  - B. BIDDER has familiarized itself with the nature and extent of the work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  
4. BIDDER will complete the Work for the following price: (Note: Bid item is for work complete in place). These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work that may not be specifically mentioned.

\_\_\_\_\_  
Company Representative (Printed)

\_\_\_\_\_  
Company Representative (Signature)

\_\_\_\_\_  
Date

## BID SHEET

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Description	Unit	Unit Price	Total Cost
4' wide, 4" thick Sidewalk Removal, Disposal and Replacement. (NOTE: each sidewalk project/location will not be less than 100 SF at a time)	SF		
Curb/Gutter Removal, Disposal and Replacement	LF		
ADA Ramp Removal, Disposal and Replacement	EACH		



**HOUSE BILL 89 VERIFICATION**

I hereby affirm that I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ hereafter referred to as company, **do hereby affirm that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

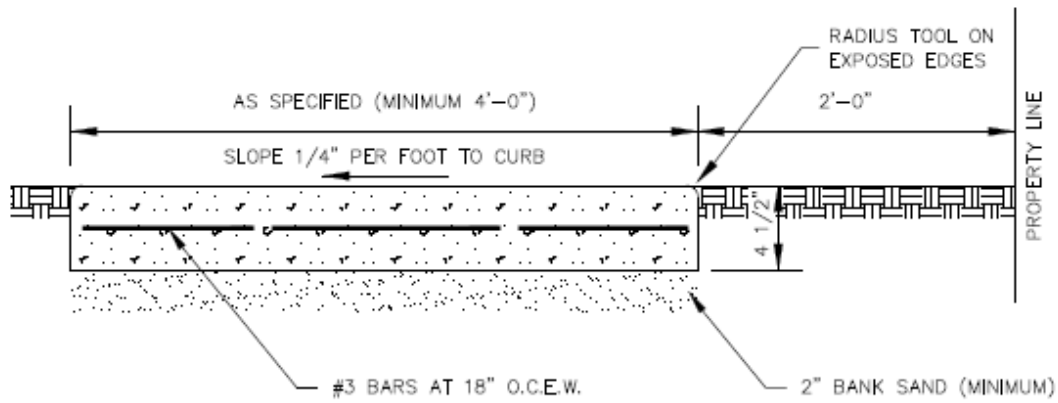
*Pursuant to Section 2270.001, Texas Government Code:*

- 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.*

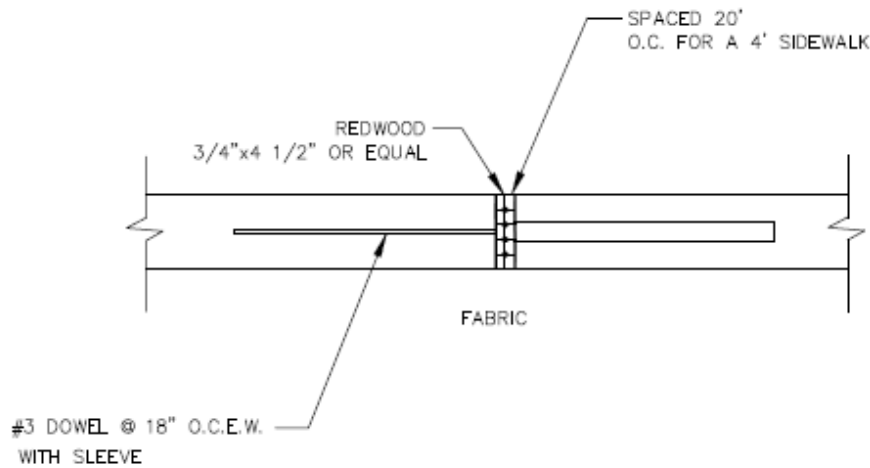
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

## CITY OF SEABROOK SIDEWALK AND ADA RAMP DETAILS



**CONCRETE SIDEWALK**  
N.T.S.



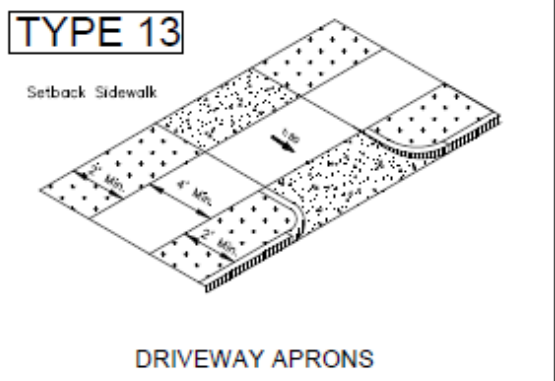
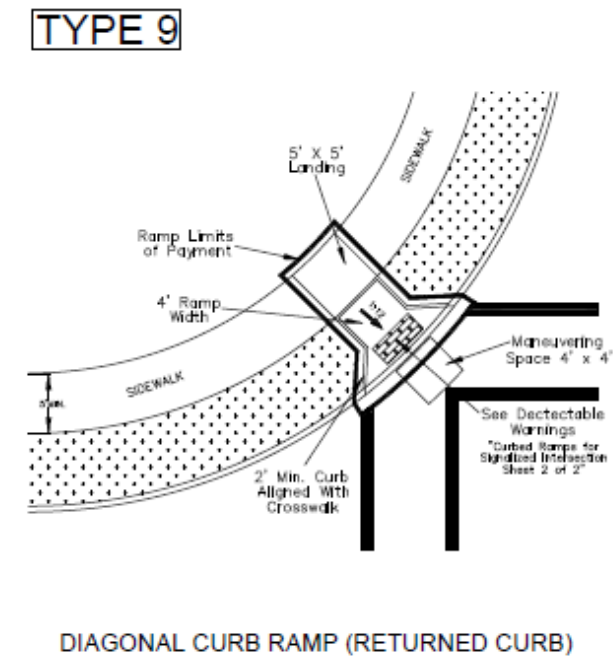
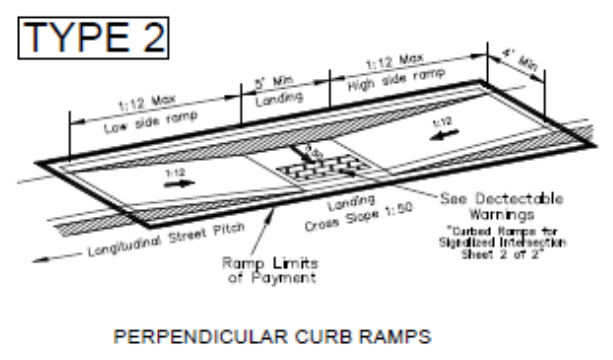
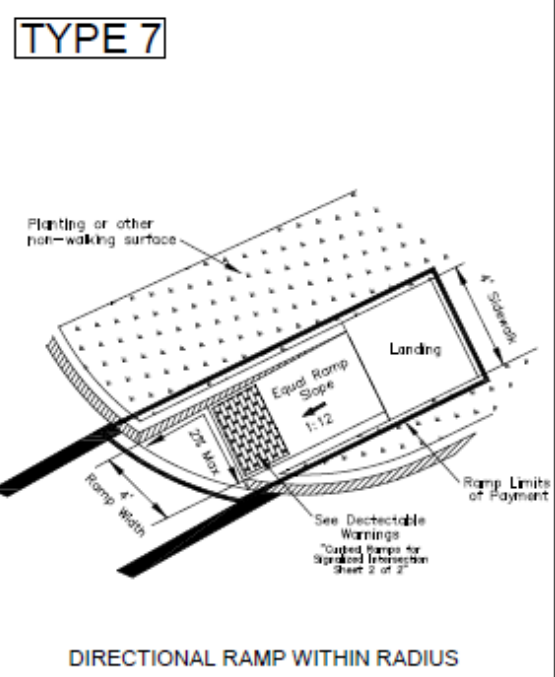
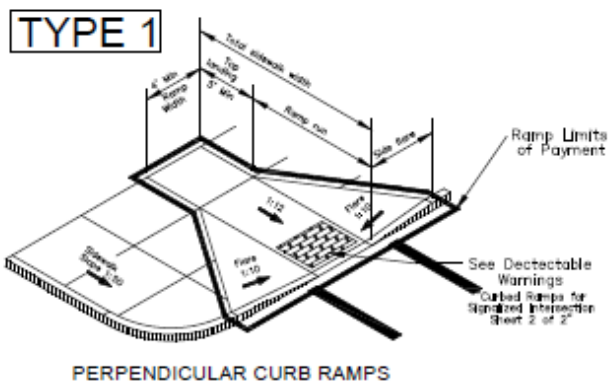
**EXPANSION JOINT**

**NOTES:**

CONTRACTION JOINTS SHALL BE SPACED 4' O.C. FOR A 4' SIDEWALK  
 CONCRETE SHALL HAVE FIVE SACKS OF CEMENT/CUBIC YARD OF CONCRETE.  
 CONTRACTION JOINTS SHALL BE SPACED BASED ON THE WIDTH OF THE SIDEWALK.

DATE: JANUARY 2015	APPROVED BY:	DESIGN BY:
SCALE: N.T.S.	DRAWING NO.: P-101	
CITY OF SEABROOK DEPARTMENT OF PUBLIC WORKS		CONCRETE SIDEWALK





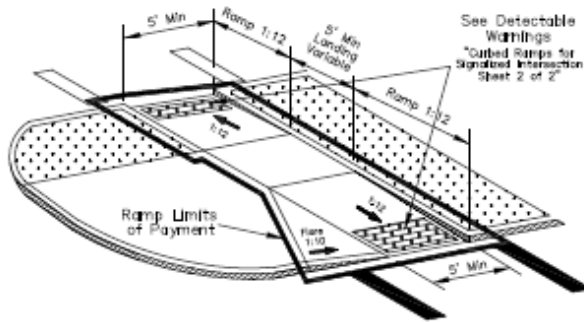
DATE: JANUARY 2015      APPROVED BY:      DESIGN BY:

SCALE: N.T.S.      DRAWING NO.: P-112

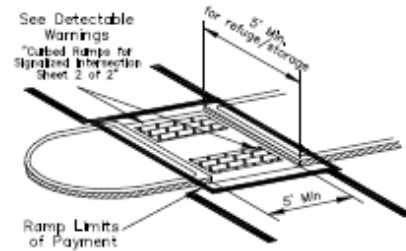
*CITY OF SEABROOK*  
DEPARTMENT OF PUBLIC WORKS

SIDEWALK RAMP  
(P. 1 OF 2)

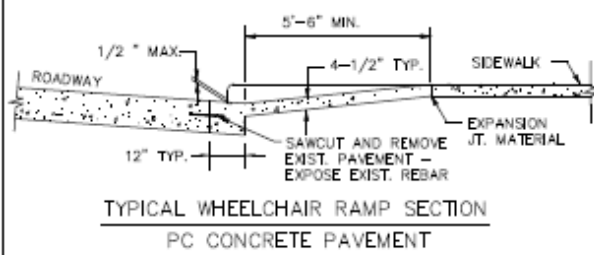
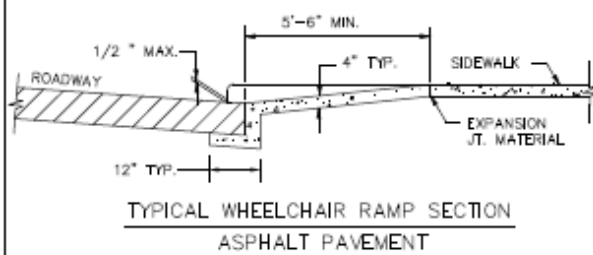
**TYPE 10**



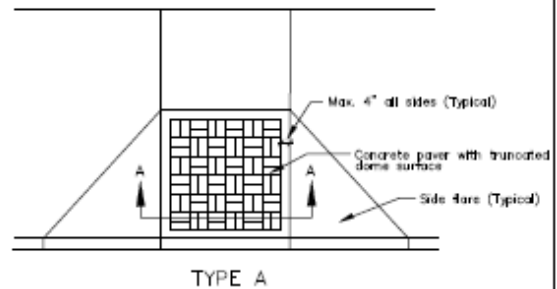
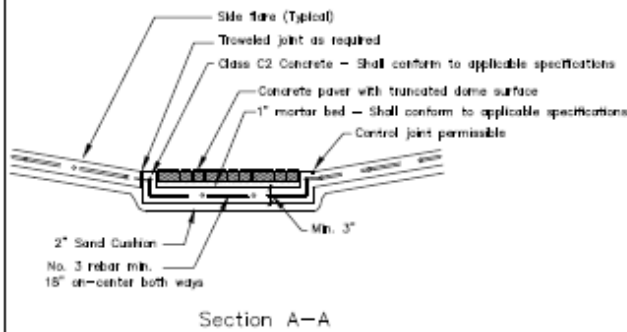
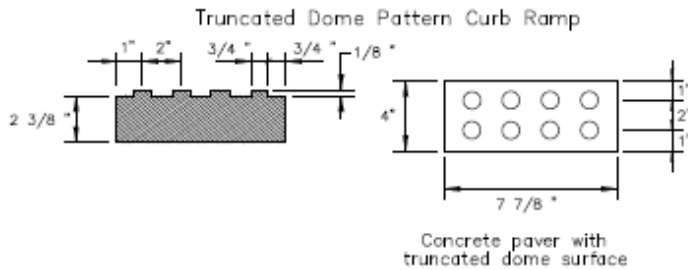
**TYPE 11**



**CURB RAMPS AT MEDIAN ISLANDS**



**DETECTABLE WARNINGS**



DATE: JANUARY 2015	APPROVED BY:	DESIGN BY:
SCALE: N.T.S.	DRAWING NO.: P-113	
CITY OF SEABROOK DEPARTMENT OF PUBLIC WORKS		SIDEWALK RAMP (P. 2 OF 2)