



## **REQUEST FOR BID**

**CITY OF ANGLETON TENNIS COURT  
REHABILITATION**

**BID NO. P-20220901**



## REQUEST FOR BID

The City of Angleton is seeking a qualified and properly equipped contractor to repair and resurface tennis courts to U.S. Tennis Association (USTA) specifications and in compliance with the Americans with Disabilities Act. The City of Angleton will accept sealed bids until 2:00 p.m. on Thursday, September 15, 2022, at the following address:

**Attention: Office of the City Secretary  
Attention: Michelle Perez  
City of Angleton – City Hall  
121 South Velasco Street  
Angleton, TX 77515**

## SUBMISSION

All sealed REQUEST FOR BID should include all documents as required. The bid shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit three copies and one electronic version (thumb drive preferred).

**FACSIMILIE OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED.**

Submission of bid:

Bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>

Mail/hand deliver to: 121 S Velasco  
Office of the City Secretary  
Angleton, Texas 77515  
RFQ: P-20220901  
Closing: 2:00 P.M., Thursday, September 15, 2022 (CST)

Label Envelope: **“NO. P-20220901: City of Angleton Tennis Court Rehabilitation”**

## CLOSING

ALL RESPONSES MUST BE RECEIVED IN THE CITY OF ANGLETON CITY SECRETARY OFFICE BEFORE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

## LATE SUBMISSIONS

Bids received in the City Secretary Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

## QUESTIONS

Any questions, Technical and/or Non-Technical pertaining to this bid must be submitted to Megan Mainer, [mmainer@angleton.tx.us](mailto:mmainer@angleton.tx.us). The deadline to ask questions is Monday, September 12, 2022, at 12:00 noon (CST). Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the

submission deadline. Any material information given to one proposer concerning a bid will be furnished by an addendum to all proposers who have been issued the Request for Bid.

## **BACKGROUND**

This is a contract with the City of Angleton to repair and resurface tennis courts to U.S. Tennis Association (USTA) specifications and in compliance with the Americans with Disabilities Act. Currently, this amenity has six tennis courts. To comply with U.S. Tennis Association (USTA) specifications and the Americans with Disabilities Act, poles will be relocated and the number of courts will be reduced to five. The tennis courts exist on Angleton Independent School District property located at 1900 N Downing St, Angleton, TX 77515.

Contractor is responsible for providing a sketch of the court layout with dimension noted in feet and inches. Measurements should include the following: Sideline to fence, baseline to fence, distance to fence, distance between court sidelines, and courts numbered. Additionally, the contractor must provide a written opinion form a local engineer describing what measures should be taken to ensure that water is deployed away from the tennis court battery in order to help keep the surface and subbase dry.

The contractor must procure permits licenses, which are to be issued by the City; however, permit fee expenses will be waived.

## **SCOPE OF WORK**

The entirety of the tennis court surface shall be cleaned, cracks filled, low areas leveled, and entire area surfaced with an acrylic color system and all five (5) courts for tennis that comply with U.S. Tennis Association (USTA) specifications and the Americans with Disabilities Act.

### **1) SURFACE CLEANING:**

- a. All court and perimeter surfaces shall be cleaned in accordance with the color coat system manufacture's recommendations.
- b. Prepare surfaces and cracks in accordance with manufacturer's instructions.
- c. Ensure surfaces and cracks are dry, clean and contaminant free.
- d. Remove dirt, dust debris, oil, grease, mildew, pollen, vegetation, leaves, and other surface contaminants, which could adversely affect installation of tennis and athletic court crack repair system.
- e. Remove the following existing materials:
  - i. Crack repair materials that are loose or not bonded well to surfaces.
  - ii. Paints and coatings not bonded well to surfaces.
  - iii. Flexible or rubberized crack filling materials.
  - iv. Asphalt emulsion materials.
- f. Pressure wash entire court surface.

### **2) POSTS & NETS**

- a. The contractor shall cut six (6) pairs of tennis posts and repair and fill the holes appropriately.
- b. Contractor shall provide and install five (5) pairs of Edwards Tennis posts and nets or approved equal.

### **3) CRACK FILLING:**

- a. MANUFACTURER: Riteway Crack Repair ("Riteway" Crack Repair System) or approved equal
- b. MATERIALS (if submitting a competing product, please submit materials list):
  - i. MicroSealant Tape: "Riteway" MicroSealant tape
  - ii. Stress Mat: "Riteway" 20 inch wide stress mat
  - iii. Binding Edge: "Riteway" 9.5 inch wide yellow mesh

- c. Thoroughly clean existing cracks and fill to refusal with acrylic crack and leveling binder patch following manufacturer's specifications.
- d. **INSTALLATION**
  - i. Install tennis and athletic court crack repair system in accordance with manufacturer's instructions at locations indicated.
  - ii. Fill cracks and install MicroSealant tape, 20" stress mat, and binding edge in accordance with manufacturer's instructions.
  - iii. Fill cracks with crack-repair materials approved by manufacturer based on crack width.
  - iv. Repair crack intersections and net post footings in accordance with manufacturer's instructions.
  - v. Install tennis and athletic court crack repair system without wrinkles, bumps, air bubbles, or excessive fabric overlaps.
  - vi. Install tennis court crack repair system with proper bond to surfaces.
  - vii. When dry, apply a minimum of 1 coat of acrylic resurfacer with sand lengthwise over crack repair.
  - viii. Do not install tennis court crack repair system on cracks that emit moisture.
  - ix. Do not install tennis court crack repair system using asphalt emulsion.

#### 4) **LEVELING LOW AREAS**

- a. **MATERIALS** (if submitting a competing product, please submit materials list):
  - i. Patch Binder: SportMaster "Acrylic Patch Binder"
    - 1. 100% acrylic emulsion liquid binder
- b. Mix on-site with sand and cement
- c. Level and repairs low spots and depressions up to ¾ inch deep in asphalt pavement
- d. Contractor must provide a written opinion form a local engineer describing what measures should be taken to ensure that water is deployed away from the tennis court battery to help keep the surface and subbase dry.
- e. The court surfacing must have a minimum of 1% slope in one plane to guarantee removal of water.

#### 5) **3-COAT ACRYLIC SYSTEM:**

- a. The color scheme shall be two-tone, using one color for the playing surface, and a contrasting color for the perimeter. The standard color is purple courts and gray perimeter with white lines.
- b. The Contractor is responsible for careful placement of acrylic color up to and outside the perimeter chain-link fence.
- c. **MATERIALS**
  - i. Filler Course: SportMaster "Acrylic Resurfacer"
    - 1. 100% acrylic emulsion resurfacer
    - 2. Mix on-site with silica sand
    - 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system
    - 4. Apply 1 coat of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
    - 5. Ensure surface repairs are flush and smooth to adjoining surfaces.
  - ii. Color Coating: SportMaster "ColorPlus System"
    - 1. 100% acrylic emulsion coating
    - 2. Mix on-site with silica sand and water
    - 3. Color coats tennis and multi-purpose courts
- d. **INSTALLATION:**
  - i. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated.

- ii. Mix materials in accordance with manufacturer's instructions.
- iii. Apply Filler Course and Color Coating with a 50-60 durometer soft rubber squeegee.
- iv. Apply Riteway Crack Repair System (or approved equal) to cracks.
- v. Filler Course: Apply 1 coat on existing acrylic surfaces with minimal repairs (acrylic resurfacer).
- vi. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- vii. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.
- viii. This is a 3-coat system with Riteway Crack Repair System.

## 6) LINES

- a. Layout and supply United States Tennis Association regulation two-inch-wide white textured tennis on all five (5) tennis courts.
- b. Line Markings Primer: SportMaster "Stripe-Rite"
  - i. 100% acrylic emulsion primer, clear drying
  - ii. Primes line markings and prevents bleed-under for sharp lines
- c. Line Paint: SportMaster "Textured Line Paint"
  - i. Pigmented, 100% acrylic emulsion line paint
  - ii. Line marking on asphalt tennis courts
  - iii. Color: white (tennis)
- d. Installation:
  - i. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
  - ii. Apply line markings primer after masking tape has been laid to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.
  - iii. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

## 7) PROTECTION

- a. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- b. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

## 8) EQUIPMENT

- a. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- b. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
- c. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

## 9) SITE RESTORATION

- a. The contractor will be responsible for the repairs or other damages that might be caused during the execution of this contract.
- b. The contractor shall ensure that all disturbed areas be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work.

## BID REQUIREMENTS

City of Angleton reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Angleton.

Owner also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, Angleton reserves the right to consider the most advantageous bid thereof or to reject the bid.

Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.

Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

By bidding, the Bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

Bidder is required to submit three (3) references of previous projects of similar or like nature.

Bid prices shall be firm 90 days from bid opening.

Evaluation of Bid considers the following: price, quality, timeline, product quality and vendor’s experience, historically underutilized business (HUB) status, and location in proximity to City of Angleton.

Bidders should carefully examine the bid documents, specifications, and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.

All Bid pricing must be made on the Bid Tabulation Form All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder’s initials column with either the bidder’s initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications. Failure to submit a bid price for any subsection of a given project may result in rejection of the bid as unqualified or incomplete.

A conditional Bid may be cause for rejection.

Late submittals will be rejected without consideration.

THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.

ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.

A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are to be included in the total project cost (s).

Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by 12:00 p.m. Monday, September 12, 2022. E-mail all questions to Megan Mainer, [mmainer@angleton.tx.us](mailto:mmainer@angleton.tx.us). Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of Bid Tab Page.

**Completed Bids, references and acknowledgement of the general specifications must be received by Office of the City Secretary, Attention: Michelle Perez, City of Angleton – City Hall, 121 South Velasco Street, Angleton, TX 77515, no later than 2:00 p.m. Thursday, September 15, 2022.** Please mark outside of sealed bid packaging: "City of Angleton Tennis Court Rehabilitation".

All companies bidding on this project must include the information outlined in the **BID SUBMISSION CHECKLIST, Addenda G**, such as bid bond, statement of qualifications, list of subcontractors, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.

All email correspondence should be referenced "City of Angleton Tennis Court Rehabilitation" in the subject line for proper tracking and to ensure inclusion in addenda.

### **BID ASSESSMENT PRIORITIES**

The City and Parks Department seek to find the lowest qualified vendor for the right-of-way maintenance at the lowest price. Bids will be gauged based on the following in order of priority: Overall cost, best guarantee of workmanship and product, bidder qualifications and history of similar work performed, timeline, historically underutilized business status, and locality.

OVERALL COST	35%
GUARANTEE WORKMANSHIP & PRODUCT	25%
BIDDER QUALIFICATIONS & SIMILAR WORK HISTORY	13%
TIMELINE	12%
HUB STATUS	10%
LOCALITY	5%
<b>TOTAL</b>	<b>100%</b>

All applications will be evaluated by a panel consisting of City Staff.

Applications that rate high enough may be invited to participate in a finalist interview to clarify their applications and answer additional questions raised by the panel.

The selected bidder will be recommended to City Council for approval and award of a contract.

All vendors are required to register with the City of Angleton.

The City of Angleton will submit payment to the contractor within 30 days of receiving the contractor's invoice. The invoice shall include the period of service, itemize services provided and determined monthly amount.

**PROJECT SCHEDULE**

The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

Request for Qualifications is released	Thursday, September 11, 2022
Deadline for Questions	Monday, September 12, 2022
Submissions due by 2:00 PM	Thursday, September 15, 2022
Present Contract to City Council	Tuesday, September 27, 2022
Construction Completion	Prior to January 1, 2023

**REQUIRED COMPLETION OF APPLICABLE ATTACHMENTS**

- General Specifications and Acknowledgement
- Bid Tabulation Form
- Attachment A - Site Visitation Form
- Attachment B - Conflict of Interest Questionnaire
- Attachment C - References
- Attachment D - Insurance Requirements
- Attachment E - Bond Samples



## ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

General Specifications and Acknowledgement \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Bid Tabulation \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Addenda A \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Addenda B \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Addenda C \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Addenda D \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

Addenda E \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2022  
MM DD

## GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

**Bidder shall complete every space** in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	
<b>Working in Angleton</b>		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
<b>Standard of Conduct</b>		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	
8	Equipment must be well maintained and in good condition.	
<b>Contractor's Responsibility</b>		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	
10	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction if applicable.	
11	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	
12	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
13	Contractor is responsible for the legal disposal and cost of debris removal.	

14	Bidders should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	
15	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on jobsite.	
16	All construction management and administration shall be included.	
17	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
<b>Insurance and Taxes</b>		
18	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
19	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City 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. It is required that the required insurance be maintained at all times during the performance of the contract.	
20	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
21	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
22	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
<b>Communication</b>		
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	

	<b>Bonds</b>	
24	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
25	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).	
	<b>Sub-contractors</b>	
26	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
	<b>Certificate of Interested Parties &amp; Conflict of Interest Questionnaire</b>	
27	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
28	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	
	<b>Compliance with Laws</b>	
29	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.	
30	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
31	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
32	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website.	
33	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
34	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
	<b>Payment</b>	
35	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.	

<b>Qualifications</b>		
36	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	
37	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
38	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
39	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
<b>Approvals</b>		
40	An award of contract is subject to City of Angleton City Council approval.	
<b>Project Scope</b>		
41	All project management and administration shall be included.	
42	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
43	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	
44	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
45	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	

# CITY OF ANGLETON TENNIS COURT REHABILITATION

## Bid Tabulation Form

*\*Proposal is required to disclose itemized costs*

PROJECT	UNIT	# UNITS	COST
Base Bid from Pricing Schedule	LUMP SUM	1	
BID BOND	LUMP SUM	1	
PAYMENT BOND	LUMP SUM	1	
<b>TOTAL</b>			

### City of Angleton Bidder Acknowledgement

I, \_\_\_\_\_, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature _____  Title _____  Address _____  E-mail address _____	Date _____  Name (please print) _____  Company Name _____  Phone Number _____  Cell Phone Number _____
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**ATTACHMENT A - CITY OF ANGLETON TENNIS COURT REHABILITATION**

Visit of the tennis courts to be repaired and resurfaced required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, \_\_\_\_\_, certify that I inspected the site regarding the **City of Angleton Tennis Court Rehabilitation**.

\_\_\_\_\_  
Date of Visit

\_\_\_\_\_am/pm\_\_\_\_\_ Time of Visit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="margin-top: 20px;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="margin-left: 300px; margin-top: 20px;">                     _____                      Date                 </p>		



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: \_\_\_\_\_

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

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

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

2. Agency/Company: \_\_\_\_\_

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

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

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

3. Agency/Company: \_\_\_\_\_

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

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

Project description: \_\_\_\_\_

Project start and end dates: \_\_\_\_\_

## ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - a. XCU Coverage,
  - b. Contractual Liability Coverage,
  - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
  - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
  - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
  - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
  - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.
- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

**ATTACHMENT E - BID BOND SAMPLE**

**BID BOND – Sample - (Bid Bond Required with Bid Submittal)**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in 10% of Principal's Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS the above-named Principal submitted a bid for \_\_\_\_\_.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

By: \_\_\_\_\_ (Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_

(Address)