



Bidder Name:

**NORTH TEXAS MUNICIPAL WATER DISTRICT
MAINTENANCE DEPARTMENT**

BID NO. TS2018-006

**ANNUAL CONTRACT FOR PUMP
EVALUATIONS, MAINTENANCE, AND REPAIRS**

**BIDS DUE September 13, 2018
1:00 P.M.**

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all requirements and specifications.

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

PRE-BID CONFERENCE

All bidders must attend a **mandatory** Pre-Bid Conference to be held:

DATE: THURSDAY, September 6, 2018
TIME: 11:00 A.M. (CST)
LOCATION: NTMWD TECHNICAL SERVICES BUILDING
TECHNICAL SERVICES CONFERENCE ROOM
810 N HWY 78, Bldg. G
Wylie, TEXAS 75142

RSVP: Vendors planning to attend the pre-bid conference should RSVP, in writing, via email, no later than 3:00 p.m., Wednesday, September 5, 2018.

Send RSVPs to Chris Metz at cmetz@ntmwd.com.

Questions from bidders will be addressed at the pre-bid conference.

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

OPENING DATE, TIME, PROCEDURES, CONTACTS, OTHER INSTRUCTIONS

North Texas Municipal Water District (NTMWD) is requesting bids for the **ANNUAL CONTRACT FOR PUMP EVALUATIONS, MAINTENANCE AND REPAIRS** for the **MAINTENANCE DEPARTMENT**. All bids must be submitted on the attached Bid Proposal Form. Vendors must bid on all items.

Bids must be delivered to the Administration Building at 501 E. Brown Street, Wylie, Texas 75098 no later than **Thursday, September 13, 2018, by 1:00 p.m., Central Standard Time (CST)**, to be accepted. **Bid Opening will be held at 1:15 p.m. (CST), at the Technical Services Building, Located at 810 N. Hwy 78, Bldg. G, Wylie, Texas 75098.**

All bids, including a "NO BID", are due in the Administration Building by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked "ORIGINAL" and contain all original signatures.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise NTMWD as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids are sent by USPS to the Administration Building, the bidder shall be responsible for actual delivery of the bid to the Administration Building before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of NTMWD beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of NTMWD and may not be amended, altered or withdrawn without the authorization of the Maintenance Manager.

NTMWD is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

NTMWD reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the District. The terms bidder, vendor, and respondent are used synonymously in this bid packet.

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via email, to:

CHRIS METZ, MAINTENANCE MANAGER: cmetz@ntmwd.com

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ADDITIONAL SPECIFICATIONS AND GENERAL CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Finance Department, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the North Texas Municipal Water District, Attention: Accounts Payable, P.O. Box 2408, Wylie, Texas 75098. **Invoices must fully document all labor, materials, and equipment provided and must reference the NTMWD Purchase Order Number in order to be processed.**

Continuing non-performance of the vendor shall be a basis for the termination of the contract by the District. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by NTMWD upon written thirty (30) days' notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, NTMWD reserves the right to waive any irregularities and to make an award(s) in the best interest of the District.

NTMWD reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of the District. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any irregularities.
2. Unbalanced value of any items.
3. Failure to attend the mandatory pre-bid conference

Bidders may be disqualified and their submissions not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Vendors.
2. Reasonable grounds for believing that any Vendor has an interest in more than one bid for the work contemplated.
3. The Vendor having an interest in any litigation against the District.
4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the District will prevent or hinder the prompt completion of additional work, if awarded.

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Due care and diligence has been used in preparation of the information contained in this request for bids, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. North Texas Municipal Water District and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The North Texas Municipal Water District reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clearness in stating bid prices, to reject any or all bids, and/or waive formalities. Bids may not be withdrawn within sixty (60) days from date on which bids are opened.

The successful Respondent may not assign their rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

This bid is issued in compliance with the NTMWD Purchasing Policy and with authorization from NTMWD's Board of Directors.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and submittal required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

Bidder agrees that venue shall lie exclusively in Collin County, Texas for any legal action resulting from this Invitation for Bids or the award of contract.

CONFIDENTIALITY:

Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. NTMWD is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a bid request is "confidential" will not be treated as such if the District receives a request for a copy of the bid proposal. NTMWD will of course make an effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but NTMWD cannot and will not make an agreement to withhold information from the public contrary to the District's responsibilities under the Act.

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Bids shall be opened so as to avoid disclosure of contents to competing Respondents and kept secret during the process of awarding a contract. All bids that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the submission and identified as such.

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INDEMNIFICATION:

The successful Contractor shall defend, indemnify, and hold harmless North Texas Municipal Water District from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on District premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Bidders must examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.

Bidders must read the Contract Documents and related technical data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.

Bidders must visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.

Bidders must become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.

Bidders must examine surveys and investigation reports of subsurface or latent physical conditions, if any, at the site, or conditions or situations affecting the design of the Project used by the Project Manager in preparing the Contract Documents.

These reports, if any, are available for information only and neither the Owner nor Project Manager guarantees their accuracy or that any opinions expressed in the report are correct.

Bidders must make additional surveys and investigations as necessary to determine the bid price for performance of the work in compliance with the terms of the Contract Documents before submitting a bid. Cost for these investigations is to be paid by the Bidders.

Bidders must acknowledge sole responsibility for job site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this project.

The submission of a Bid is incontrovertible representation by the Bidder that he has complied with every requirement of this Section.

INTERPRETATIONS:

- A. Bidders must submit all questions about the meaning or intent of the Contract Documents to the Project Manager in writing. Replies are issued by Addenda to all parties recorded by Project Manager as having received the bidding documents. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect. Questions received less than two days prior to the date for opening of Bids may not be answered

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BID SECURITY:

(1) **Bidders must submit a bid security in the amount of \$5000 as a guarantee that the Bidder will promptly enter into a Contract and execute Performance and Payment Bonds on the forms included in the Contract Documents if awarded the contract.**

(2) Acceptable Bid securities are:

Certified or cashier's check made payable to the Owner.

An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

Bid securities will be returned to bidders when the contract award is made or bids are rejected.

BID FORM:

Bidder must submit bids on the Bid forms provided with the Contract Documents for each contract Bid and include supplemental data to be furnished in the same sealed envelope with Bid.

Bid forms must be completed in ink. The Bid price of each item on the form must be stated in words and/or numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit price indicated multiplied by the stated quantity shall govern.

Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.

Bidders must acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number.

OPENING OF BIDS:

Bids will be opened as indicated in the Invitation for Bids.

All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in their sole discretion, release any Bid and return the Bid Security prior to that date.

AWARD OF CONTRACT:

1. Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.
2. Owner may consider the following in evaluating the bids and awarding the contract:
 - Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 - Compliance of the Bids with requirements of the Contract Documents
 - Alternates and unit prices if requested in the Bid forms.
 - The total amount bid.

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- Proposed date of completion and the ability to meet intermediate milestones that may have been established for the project.

The contract will be awarded to the Bidder(s) whose evaluation by Owner indicates that the award will provide best value to the Owner if a contract is to be awarded.

Each Bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective agents and employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

EXECUTION OF CONTRACT:

The successful Bidder(s) must execute the formal Contract Agreement and required bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award. A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.

WAGE RATES:

Contractor must pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by General Decision Number TX160289 09/16/2016 TX289.

BONDS:

Performance and Payment bonds are required for this project and shall be provided in accordance with the Contract Documents. The Performance and Payment Bonds must each be in an amount of not less than one hundred thousand dollars (\$100,000.00), conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials. Contractor is not to perform any work valued in excess of one hundred thousand dollars (\$100,000.00) without first increasing the penal sum of both the Performance and Payment Bonds by an additional one hundred thousand dollars (\$100,000.00) or the total value of the work to be performed, whichever is greater.

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DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms

A. Wherever used in the Bid Documents or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement* - The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. *Application for Payment* - The form acceptable to Project Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos* - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bid* - The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. *Bidder* - The individual or entity who submits a Bid directly to Owner.
7. *Bidding Documents* - The Bid packet and the proposed Contract Documents (including all Addenda and Bid Forms).
8. *Bidding Requirements* - The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. *Change Order* - A document recommended by Project Manager which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral

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12. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor* - The individual or entity with whom Owner has entered into the Agreement.
16. *Drawings* - That part of the Contract Documents prepared or approved by Project Manager which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
17. *Effective Date of the Agreement* - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
18. *Project Manager* - The individual or entity named as such in the Agreement, acting as the owner's representative.
19. *Field Order* - A written order issued by Project Manager which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
20. *General Requirements* - Sections A of the Specifications.
21. *Hazardous Environmental Condition* - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
22. *Hazardous Waste* - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
23. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens* - Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
25. *Milestone* - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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26. *Notice of Award* - The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
27. *Notice to Proceed* - A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
28. *Owner* - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
29. *PCBs* - Polychlorinated biphenyls.
30. *Petroleum* - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
31. *Progress Schedule* - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
32. *Project* - The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
33. *Project Manual* - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
34. *Radioactive Material* - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
35. *Resident Project Representative* - The authorized representative of Owner who may be assigned to the Site or any part thereof.
36. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Schedule of Submittals* - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities
38. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
39. *Site* - Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access

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thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

40. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
41. *Subcontractor* - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
42. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
43. *Successful Bidder* - The Bidder submitting a responsive Bid to whom Owner makes an award.
44. *Supplementary Conditions* - That part of the Contract Documents which amends or supplements these General Conditions.
45. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or Supplier having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
46. *Underground Facilities* - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
47. *Unit Price Work* - Work to be paid for on the basis of unit prices.
48. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
49. *Work Change Directive* - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Project Manager ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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1.2 Terminology

A. The words and terms discussed in Paragraph 1.2.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Project Manager. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Project Manager as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Project Manager any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Project Manager’s recommendation of final payment

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

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**A. AGREEMENT FOR
PUMP EVALUATION, MAINTENANCE, AND REPAIRS**

This Agreement for Pump Evaluations, Maintenance, and Repairs (the "Agreement") is made and dated as of _____ 2018, by and between the North Texas Municipal Water District ("Owner" or "District"), a district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 505 E. Brown Street, Wylie, Texas 75098, and _____, a _____ organized and operating under the laws of the State of _____, having an office at _____ ("Contractor"), for services in connection with industrial pump evaluation, maintenance, repairs and inspections.

RECITALS

Owner is responsible for providing clean drinking water for much of North Texas. Owner has determined to contract with a contractor to perform industrial water and wastewater pump inspections, maintenance, and repairs on an as needed basis, and as budgets allow. Owner put the services described above out for bid on **August 23, 2018**. Bids were opened on **September 13, 2018**. The contract was awarded to Contractor on _____, 2018.

Owner and Contractor, in consideration of the mutual covenants set forth herein, intending to be legally bound, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project includes the performance of evaluations, maintenance, repairs, and inspections on water and wastewater pumps of varying sizes and applications. Prices must be valid for the entire duration of the Contract, including Renewal Options.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

North Texas Municipal Water District
Annual Contract for Pump Evaluations, Inspection, Maintenance and Repair Services 2018

ARTICLE 3 – Project Manager

3.01 The Project Manager will be:
Chris Metz, Maintenance Manager
810 N. Highway 78, Bldg. G
Wylie, Texas 75098
Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Project Manager in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

- A. Substantial and Final completion dates will be determined by the issuance of approved NTMWD Purchase Orders for each individual project.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$200** for each calendar day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$100** for each calendar day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The Owner will be the sole judge as to whether the work has been completed within the allotted time. Assessment of liquidated damages by the Owner shall not constitute a waiver of the Owner's right to sue and collect additional damages which Owner may sustain by the failure of the Contractor to perform in accordance with the terms of its Contract.
- B. Liquidated damages for substantial completion and final completion are not additive and will not be imposed concurrently.

**ANNUAL CONTRACT FOR PUMP EVALUATION
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4.04 Owner's Option to Renew

A. The Owner, at its sole option, has the right to renew this Agreement for up to three (3) additional twelve-month terms under the same terms, conditions, and prices as stated in this Agreement, as amended. If Owner intends to renew the Agreement, Owner shall give the Contractor at least sixty (60) days' written notice of its intent to renew prior to the expiration of one year from the date of the Notice to Proceed. If the Owner exercises its option to renew in writing, the Contractor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period, including, but not limited to, Insurance Certificates and Performance and Payment Bonds, which must be in force for the full period of the option.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the prices shown below (please refer to the project scope and Bid Form for more details).

1. Additional Hourly Rates for work performed, 7:00 a.m. to 5:00 p.m., Monday through Friday:

- a. Hourly Rate for Shop Labor \$ _____/Per Hour
- b. Hourly Rate for Machinist Labor \$ _____/Per Hour
- c. Hourly Rate for Field Service Labor \$ _____/Per Hour
- d. Pick up/ Delivery \$ _____/Per Hour
- e. Crane Services \$ _____/Per Hour

2. Additional Hourly Rates for work performed, After Hours, Weekends and Holidays:

- a. Hourly Rate for Shop Labor \$ _____/Per Hour
- b. Hourly Rate for Machinist Labor \$ _____/Per Hour
- c. Hourly Rate for Field Service Labor \$ _____/Per Hour
- d. Pick up/ Delivery \$ _____/Per Hour
- e. Crane Services \$ _____/Per Hour

3. List the percentage (%) for markup on parts furnished by your firm that may be necessary to complete any repair work. This is the percentage (%) above your ACTUAL COST. _____%

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ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with District policies. Applications for Payment will be processed by Project Manager as provided.

6.02 Payments; Retainage

- A. Owner shall make payments on a 30 day net basis. Contractor will submit Applications for Payment based individual projects. All such payments will be verified and measured as provided in accordance with this contract and District policies.
- B. If applicable, prior to final completion, progress payments will be made in an amount equal to ninety-five (95%) percent of the total amount of Work completed and properly stored materials on hand, with the balance being retainage.
- C. Payment will be less the aggregate of payments previously made and less such amounts as Construction Manager may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 4.03 of this agreement. In addition to the amount retained above, the OWNER may retain additional amounts as set forth elsewhere in the Contract Documents.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Project Manager.

ARTICLE 7 - INTEREST

- 7.01 The Owner is not obligated to pay interest on moneys not paid except as provided in Section 2252.032 of the Texas Government Code.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all documents made available related to this project, which may include: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site including Underground Facilities (2) reports and drawings of a

ANNUAL CONTRACT FOR PUMP EVALUATION MAINTENANCE AND REPAIRS

Hazardous Environmental Condition, if any.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. The entire Bid Packet
 - 2. Table of Contents of the Bid Packet
 - 3. Invitation for Bids
 - 4. Instructions to Bidders
 - 5. Additional Specifications and General Conditions
 - 6. This Agreement
 - 7. Special Terms and Conditions of the Contract
 - 8. Payment Bond
 - 9. Performance Bond
 - 10. Insurance Requirements
 - 11. Definitions and Terminology
 - 12. Specifications
 - 13. Maps as listed in Project Areas Maps
 - 14. Addenda
 - 15. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
- B. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Notice to Proceed
 - 2. Written Amendment(s)

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3. Change Order(s)
4. Field Order(s)
5. Work Change Directive(s)
6. Written Interpretation(s)

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- a. Field Order
- b. Project Managers Written Interpretation or Clarification

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the Definitions and Terminology document.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Venue

- A. Contractor agrees that venue shall lie exclusively in Collin County, Texas for any legal action.

ANNUAL CONTRACT FOR PUMP EVALUATION MAINTENANCE AND REPAIRS

10.06 Documents - All drawings, diagrams, illustrations, schedules, and other data or information.

- A. All documents, including but not limited to all drawings, illustrations, schedules, maps, plans, specifications, and other data or information, created or used by Contractor in performance of the Work (the "Contractor's Documents") are the property of Owner. Contractor will provide all of Contractor's Documents to Owner as soon as practicable, but not later than the conclusion of the Work.

10.07 Professionalism

- A. All work is to be performed in a professional manner. Both work crew personnel and vehicles are to be identifiable. Vehicles are to have consultant's name and contact phone number. The vehicles are to be kept clean and neat.

10.08 Safety

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the requirements of the United States Occupational Safety Administration. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. all persons on the Site or who may be affected by the Work;
 - b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - c. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of project.
- B. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and final payment has been issued.
- E. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**ANNUAL CONTRACT FOR PUMP EVALUATION
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10.09 Termination

- A. The Agreement may be terminated by NTMWD upon written thirty (30) days' notice to Contractor.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____.

Owner:	North Texas Municipal Water District	Contractor:	_____
--------	--------------------------------------	-------------	-------

By:	_____	By:	_____
	(Signature)		(Individual's signature)

Name:	Thomas W. Kula	Name:	_____
-------	----------------	-------	-------

Title:	Executive Director	Title:	_____
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Attest:	_____	Attest:	_____
	(Signature)		(Individual's signature)

Name:	_____	Name:	_____
	(typed or printed)		(typed or printed)

Address for giving notice:	_____
North Texas Municipal Water District	_____
PO Box 2408	_____
Wylie, Texas 75098-2408	_____

Designated representative:	Designated representative:
Name: Thomas W. Kula	Name: _____
Title: Executive Director	Title: _____
Address: 501 E. Brown Street	Address: _____
Wylie, Texas 75098	_____

Phone: 972-442-5405	Phone: _____
Facsimile: 972-295-6434	Facsimile: _____
E-mail: tkula@ntmwd.com	E-mail: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Contract Terms:** Successful Bidder(s) will be awarded a contract, effective from date of award or notice to proceed, as determined by NTMWD, for one full year. At NTMWD's option, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract, including Renewal Options.**

2. **Project Authorization:** All projects completed under this contract must be authorized prior to any work. Each project completed under this contract will require an approved NTMWD purchase order. Contractor is not to begin work on a new project unless and until NTMWD approves a new purchase order. The Project Manager or his designee will inform the contractor when work has been authorized to begin.

3. **Renewal Options:** NTMWD reserves the right to exercise an option to renew the contract of the vendor for three (3) additional twelve (12) month periods, provided such option is stipulated in the Contract Documents. If the District exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the District will rescind its option and seek a new solicitation.

4. **SECONDARY/ALTERNATE AWARD:** Secondary or alternate vendors serve in a backup capacity only. In the event that NTMWD believes the primary vendor is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Maintenance Manager or his designee.
 - 1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract. This in no way negatively affects the status of the primary vendor.
 - 2) If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the NTMWD Maintenance Manager, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?

_____Yes _____No

5. **Minimum Insurance Requirements:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by NTMWD (see Table on page 39).
 - 1) Worker's Compensation and Employer's Liability Insurance
 - 2) Contractor's Liability Insurance
 - 3) Contractor's Automobile Liability Insurance

**ANNUAL CONTRACT FOR PUMP EVALUATION
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B. The District reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

- 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the District.
- 2) All certificates shall provide North Texas Municipal Water District with an unconditional thirty days written notice in case of cancellation of any major change.
- 3) As to all applicable coverage, certificates shall name NTMWD and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against NTMWD, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies NTMWD with the proper documents verifying the coverage.

6. **Contract Award:** Contract award will be to the bidder(s) who provide the best value to NTMWD. NTMWD reserves the right to select multiple vendors to complete repairs on pumps as needed.

7. **BID INFORMATION:**

A. Bidder shall address the following major components of this section in its bid:

1. **Licensed in the State of Texas:**

- a) The Bidder shall provide proof that the Bidder is licensed to conduct business in the State of Texas.

8. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.

9. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

**ANNUAL CONTRACT FOR PUMP EVALUATION
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10. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractors(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
11. **LABOR:** Perform labor in a workmanlike manner by licensed individuals of their respective trades.
12. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety. Contractors must also supply NTMWD Safety Department with a copy of their work safety plan.
13. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.
14. **MATERIAL SUBSTITUTION:** No substitution replacement equipment can be used except with prior written approval by Maintenance Manager or Assistant Maintenance Manager.
15. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, and the local utility companies which are in force at the time of the execution of the work.
16. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
17. **INDEMNIFICATION:** The Contractor agrees to fully indemnify, defend, save and hold harmless the North Texas Municipal Water District from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

STATEMENT OF WORK

I GENERAL STATEMENT.

**ANNUAL CONTRACT FOR PUMP EVALUATION
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- A. NTMWD is interested in engaging one (1) or more professional firms to provide pump evaluation, inspection, maintenance services and/or repairs on an "As Needed" basis. NTMWD may select one (1) or more firms for work under this bid. If determined to be in the best interest of NTMWD, the District may select firms for undefined projects that were not awarded work under this request. The contracts resulting from this bid request will be awarded for one full year, with options to renew for three (3) additional twelve (12) month periods.

II. STATEMENT OF QUALIFICATIONS.

***PROVIDE THE FOLLOWING INFORMATION IN THE EXACT SAME ORDER
AS SPECIFIED BELOW***

- A. Submittals to NTMWD should be a maximum of ten (10) pages, excluding forms included in this bid, with type on one (1) side only. Any attachments will be discarded and not considered in the evaluation. The following information shall be included in the exact same numbered order as specified below:
1. Company Name (Provide in Cover Letter).
 2. Local Address of Company and Telephone Number(s) (Provide in Cover Letter).
 3. List names and qualifications of individuals who will be working on NTMWD job(s).
 4. Company Table of Organization.
 5. Provide minimum of five (5) references in the State of Texas for which your company has provided similar Scope of Work. References from the Fort Worth/Dallas Metroplex are preferred. References must include the name of the company, telephone number and name of the person knowledgeable of the specific work. Furnish only references that you have performed similar work for within the past three (3) years.
 6. **Bidder/Respondent must confirm that he/she has a Confined Space Entry and Lockout/Tagout procedure in place, and provide a copy to NTMWD.**

ANNUAL CONTRACT FOR PUMP EVALUATION MAINTENANCE AND REPAIRS

A description of pump services that may be utilized under this bid includes:

Contractor must have extensive background in the evaluation, repair and maintenance of industrial water and wastewater pumps. Services could include but are not limited to, the following:

- A. Access to manufactures replacement parts
- B. Availability to provide spare OEM parts
- C. In-field troubleshooting and repair
- D. In-house machine shop or access to local machine shop
- E. Access to a facility that is capable of handling various sizes of equipment
- F. Ability to facilitate repairs, including balance of impellers
- G. On-site start-ups and run-ins
- H. On Site welding capabilities
- I. Vibration testing and Alignment
- J. Provide crane service for pulling and installation as needed.
- K. Provide pick-up and delivery
- L. Purchase of new pumps as specified by NTMWD

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive -- Not restrictive -- and is indicative of the type and quality NTMWD desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is bidding item specified. Successful vendor will not be allowed to make unauthorized substitutions after award.

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

VENDOR REFERENCES

Please list five (5) references, **other than NTMWD**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for NTMWD to determine your firm's ability to provide the intended goods or service of this bid. The District prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem your bid/response as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only NTMWD or their designee will conduct reference checks. Any deviation to this will result in rejection of the bid/response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

THE ORIGINAL OF THIS FORM MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR PUMP EVALUATION
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VENDOR REFERENCES

**REFERENCE
THREE**

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE FOUR

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE FIVE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

THE ORIGINAL OF THIS FORM MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR PUMP EVALUATION
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BID SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this bid becomes the property of the North Texas Municipal Water District after the official opening.

The undersigned affirms that the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Respondent that if this bid is accepted, Respondent will furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days.

The undersigned affirms that he/she is duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of NTMWD, and that the contents of this bid have not been communicated to any other bidder or to any employee of the North Texas Municipal Water District prior to the official opening of this bid.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature _____ X
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____
Name _____
Title _____
Tel. No. _____ FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

**THIS FORM MUST BE SIGNED.
THE ORIGINAL WITH ORIGINAL SIGNATURE MUST BE RETURNED WITH BID.**

**ANNUAL CONTRACT FOR PUMP EVALUATION
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Did you provide references, sign your bid and/or your addendum?

If not, your bid will be rejected

ANNUAL CONTRACT FOR PUMP EVALUATION MAINTENANCE AND REPAIRS

The following information applies ONLY to an awarded Bidder

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the North Texas Municipal Water District, the completed Form 1295 **must** be submitted to NTMWD Finance Department.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to NTMWD contract.

Instruction and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800

**BY SIGNING ON THE "COMPLIANCE PAGE"
YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid in response to this solicitation, the bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder will notify the North Texas Municipal Water District Finance Department. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide NTMWD, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ X

THIS FORM MUST BE SIGNED.
THE ORIGINAL WITH ORIGINAL SIGNATURE MUST BE RETURNED WITH BID.

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS**

BID FORMS/DOCUMENTS CHECKLIST

<p>✓Indicates Compliance</p>	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and two (2) copies of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</p>
	<p>1. Vendor References. Bidder has provided five (5) references, other than NTMWD. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.</p>
	<p>2. Signatures. All forms requiring a signature must be signed. Bids not signed will not be considered for award.</p>
	<p>3. Bid Proposal Forms. All sections of Bid Proposal Forms have been completed.</p>
	<p>4. Insurance Certificates (If required). Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.</p>
	<p>5. Addenda. When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.</p>
	<p>6. It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.</p>
	<p>7. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. NTMWD will not be responsible for errors made by the bidder.</p>
	<p>8. Bidder has sealed and marked the envelope with the Bid Number, Bid Title, and due date. The bidder has verified system count and actual conditions of each system</p>

Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.

THE ORIGINAL OF THIS FORM MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS
BID
QUESTIONNAIRE**

Each Bid must include the following information.
All Blanks Must Be Completed.

1. Provide Response Time for Service or Repair call received during normal business hours (7:00 a.m. — 5:00 p.m., Monday through Friday)._____.
2. Provide Response Time for Service or Repair call received after normal business hours (5:00 p.m. – 7:00 a.m., Monday through Friday). _____.
3. Provide Response Time after Service or Repair call received on Weekends or Holidays._____.
4. Provide Response Time for Emergency._____.
5. Hoisting Capability (weight, height) _____.
6. Machining Capability (size, lathe swing, length) _____.
7. Balancing Capability (weight, length, and diameter) _____.
8. Pump Repair Capacity (largest pump you can work on)_____.

Bidder must bid on all items.
Award will be made to overall low bid that meets or exceeds all specifications

THE ORIGINAL OF THIS FORM MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS
PAYMENT BOND**

Contractor as Principal Name: _____ Mailing address (principal place of business): _____	Surety Name: _____ Mailing address (principal place of business): _____ Physical address(principal place of business): _____
Owner Name: North Texas Municipal Water District Mailing address (principal place of business): 505 E. Brown Street, Wylie, Texas 75098	Surety is a corporation organized and existing under the laws of the state of: _____ <i>By submitting this bond, Surety affirms their authority to do business in the State of Texas and their license to execute bonds in the State of Texas.</i>
Contract Project name and location: Water Transmission System Valve Condition Assessment Phase I - Wylie, Texas Effective Date of the Agreement: Contract Amount:	Telephone (main number): _____ Telephone (for notice of claim): _____
Bond Date of Bond <i>(Date of Bond cannot be earlier than Effective Date of Agreement)</i> Bond Amount:	Local Agent for Surety Name: _____ Address: _____ Telephone: _____ <i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll-free telephone number: 1-800-252-3439</i>

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to him or to a subcontractor in the prosecution of the work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Venue shall lie exclusively in Collin County, Texas for any legal action.

Contractor as Principal Signature: _____ Name and _____ Title: _____	Surety Signature: _____ Name and _____ Title: _____ (Attach Power of Attorney)
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**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS
PERFORMANCE BOND**

Contractor as Principal Name: . Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business): Physical address(principal place of business):
Owner Name: North Texas Municipal Water District Mailing address (principal place of business): 505 E. Brown Street, Wylie, Texas 75098	Surety is a corporation organized and existing under the laws of the state of: _____ <i>By submitting this bond, Surety affirms their authority to do business in the State of Texas and their license to execute bonds in the State of Texas.</i>
Contract Project name and location: Effective Date of the Agreement: Contract Amount:	Telephone (main number): Telephone (for notice of claim):
Bond Date of Bond <i>(Date of Bond cannot be earlier than Effective Date of Agreement)</i> Bond Amount:	Local Agent for Surety Name: Address: Telephone: <i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll-free telephone number: 1-800-252-3439</i>

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Venue shall lie exclusively in Collin County, Texas for any legal action.

Contractor as Principal Signature: Name and Title:	Surety Signature: Name and Title: (Attach Power of Attorney)
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**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS
CERTIFICATE OF INSURANCE**

If awarded the contract, provide the Certificate(s) of Insurance to the Owner prior to conforming of documents for execution. Certificate(s) will be included in the documents to be executed by the Owner and in the conformed construction contract documents. Proof of Insurance must be provided in the following limits:

- A. Worker's Compensation and Employer's Liability Insurance required by Paragraph 3 of the Special Terms and Conditions of the Contract is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Workers' Compensation, etc.,	
1) State:	Statutory
2) Applicable Federal (e.g., Longshore)	Statutory
Employers' Liability	
1) Bodily Injury by Accident	\$500,000
2) Bodily Injury by Disease - Each Employee	\$500,000
3) Bodily Injury by Disease - Policy Limit	\$500,000
4) Maritime Coverage Endorsement	
Insurance shall include a waiver of subrogation in favor of the Additional Insured identified	

- B. Contractor's Liability Insurance required by Paragraph 3 of the Special Terms and Conditions of the Contract is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Insurance for Claims of Damages	
1) General Aggregate (Except Products - Completed Operations)	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
2) Products - Completed Operations Aggregate	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
3) Personal and Advertising Injury (One Person/Organization)	\$1,000,000
4) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
5) Limit Per Person - Medical Expense	\$5,000
6) Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.	1,000,000
7) Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable	\$1,000,000
8) Watercraft Liability Policy. Coverage shall apply to all self propelled vessels	\$1,000,000
9) Excess Liability, Umbrella Form to include coverage of Watercraft Liability. General Aggregate - Each Occurrence	\$1,000,000

ANNUAL CONTRACT FOR PUMP EVALUATION MAINTENANCE AND REPAIRS

Contractor's Liability Insurance shall also include completed operations and product liability coverage, and eliminate the exclusion with respect to property under the care, custody and control of Contractor. In lieu of elimination of the exclusion, Contractor may provide and maintain Installation Floater insurance for property under the care, custody, or control of Contractor. The Installation Floater insurance shall be a broad form or "All Peril" policy providing coverage for all materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work. Coverage under the Contractors Installation Floater will include:

- faulty or defective workmanship, materials, maintenance or construction,
- cost to remove defective or damaged Work from the project site or to protect it from loss or damage,
- cost to cleanup and remove pollutants,
- coverage for testing and start up,
- any loss to property while in transit,
- any loss at the Project Site,
- any loss while in storage, both on-site and off-site, and
- any loss to temporary project works if their value is included in the Contract Price.

Coverage cannot be contingent on an external cause or risk or limited to property for which the Contractor is legally liable. Contractor's Installation Floater will provide limits of insurance adequate to cover the value of the installation. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation for those listed as additional insured in these Supplemental Conditions.

- C. Contractor's Automobile Liability Insurance required by Paragraph 3 of the Special Terms and Conditions of the Contract is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Bodily Injury:	
1) Each Person	\$1,000,000
2) Each Accident	\$1,000,000
Property Damage:	
1) Each Accident	\$1,000,000
Or	
2) Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- D. Additional insured on all insurance policies in accordance with Paragraph 3 of the Special Terms and Conditions of the Contract include:

North Texas Municipal Water District
List Any Other Subcontractors

- E. Contractor's Contractual Liability Insurance required by Paragraph 3 of the Special Terms and Conditions of the Contract is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Contractor's Contractual Liability Insurance	
1) General Aggregate	\$1,000,000
2) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

**ANNUAL CONTRACT FOR PUMP EVALUATION
MAINTENANCE AND REPAIRS
VENDOR COMPLIANCE TO STATE LAW**

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident Bidder” refers to a person who is not a resident of Texas

“Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

- Non-resident bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.
- Non-resident bidders in _____(give state), our principal place of business, are not required to under bid resident bidders.
- Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company
Name:

(typed or printed)

By

(Signature -- attach evidence of authority to sign)

Name:

(typed or printed)

Title:

(Signature of Corporate Secretary)

Business
address:

Phone: _____ Facsimile: _____ E-mail _____