ORDINANCE NO. 22-151

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CENTRAL NORTH CONSTRUCTION, LLC., FOR THE LANDSCAPE ENHANCEMENTS OF FM 2499 FROM I-35E TO TEASLEY LANE FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 7751 – AWARDED TO CENTRAL NORTH CONSTRUCTION, LLC., IN THE NOT-TO-EXCEED AMOUNT OF $645,647.75).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and City ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals" or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

BID NUMBER	VENDOR	AMOUNT
7751	Central North Construction, LLC.	$645,647.75

SECTION 2. That the acceptance and approval of the above competitive bids shall not constitute a contract between the City and the person submitting the bid for such items, and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City Manager, or their designated representative, is hereby authorized to execute a written contract, which shall be attached hereto, in accordance with the terms, conditions, specifications,

standards, quantities, and specified sums contained in the Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 25th day of January, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Deputy City Secretary

CITY OF DENTON
DENTON, TEXAS

CITY OF DENTON
DENTON TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.01.12 12:12:17 -06'00'

Docusign City Council Transmittal Coversheet

IFB	7751
File Name	FM2499 Green Ribbon
Purchasing Contact	Erica Garcia
City Council Target Date	JANUARY 25, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-151

DS
LH

SECTION 00 52 43

AGREEMENT

THIS AGREEMENT, authorized on 01/25/2022 is made by and between the City of Denton, a Texas home rule municipality, acting by and through its duly authorized City Manager, ("City"), and Central North Construction, LLC., authorized to do business in Texas, acting by and through its duly authorized representative, ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

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

"City of Denton: FM2499 Green Ribbon: Landscape Planting & Irrigation"

Contract No: 7751

Article 3. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of six hundred fourteen thousand nine hundred one dollars and seventy-five cents ($614,901.75). At the sole option of the City, five (5) percent contingency in the amount of thirty thousand, seven hundred forty-six dollars and forty-six cents ($30,746.00) may be used for a total not-to-exceed amount of six hundred forty-five thousand six hundred forty-seven dollars and seventy-five cents ($645,647.75).

Article 4. CONTRACT TIME

4.1 Final Acceptance.

The Work will be complete for Final Acceptance within 202 days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, plus any extension thereof allowed in accordance with Article 12 of the General Conditions.

4.2 Liquidated Damages

Contractor recognizes that *time is of the essence* for completion of Milestones, if any, and to achieve Final Acceptance of the Work and City will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.1 above. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City One Thousand Dollars ($1,000.00) for each day that expires after the time specified in Paragraph 4.1 for Final Acceptance until the City issues the Final Letter of Acceptance.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Attachments to this Agreement:
   a. Bid Form
      1) Proposal Form
      2) Vendor Compliance to State Law Non-Resident Bidder
   b. Current Prevailing Wage Rate Table
   c. Worker's Compensation Affidavit
   d. General Conditions.
   e. Supplementary Conditions.
3. The following located in File 7751 at: https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?startid=19&row=1&dbid=0:
   a. Specifications described in the Table of Contents of the Project's Contract Documents.
   b. North Central Texas Council of Governments Standard Specifications for Public Works Construction – Fourth Edition, Divisions 200-800, and as amended by City, and described in the Table of Contents of the Project's Contract Documents.
   c. Drawings.
   d. Addenda.
   e. Documentation submitted by Contractor prior to Notice of Award.
4. The following which shall be issued after the Effective Date and delivered to the City within ten (10) days of the Effective Date and before beginning Work:
   a. Payment Bond
   b. Performance Bond
   c. Maintenance Bond
   d. Power of Attorney for the Bonds
   e. Form 1295 – Certificate of Interested Parties (email to purchasing)
   f. Insurance Certificate
5. The following which may be delivered or issued after the Effective Date and, if issued, become an incorporated part of the Contract Documents:
   a. Notice to Proceed.
   b. Field Orders.
   c. Change Orders.
   d. Letter of Final Acceptance.

Article 6. INDEMNIFICATION

6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the city, its officers, servants and employees, from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed by the contractor, its officers, agents, employees, subcontractors, licensees or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the city. This indemnity provision is intended to include, without limitation, indemnity for any and all costs, expenses and legal fees incurred by the city in defending against such claims and causes of actions.

6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense, the city, its officers, servants and employees, from and against any and all loss of, damage to, or destruction of, property of the city, arising out of, or alleged to arise out of, the work and services to be performed by the contractor, its officers, agents, employees, subcontractors, licensees or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the city.

Article 7. MISCELLANEOUS

7.1 Terms.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advanced express written consent of the City.

7.3 Successors and Assigns.

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

7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

7.5 Governing Law and Venue.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be Denton County, Texas, or the United States District Court for the Eastern District of Texas, Sherman Division.

7.6 Authority to Sign.

Contractor shall attach evidence of authority to sign Agreement if signed by someone other than the duly authorized signatory of the Contractor.

7.7 Prohibition On Contracts With Companies Boycotting Israel.

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.***

7.8 Immigration Nationality Act.

Contractor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.9 No Third-Party Beneficiaries.

This Agreement gives no rights or benefits to anyone other than the City and the Contractor and there are no third-party beneficiaries.

7.10 No Cause of Action Against Engineer.

Contractor, its subcontractors and equipment and materials suppliers on the Project or their sureties, shall maintain no direct action against the Engineer, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the City will be the beneficiary of any undertaking by the Engineer. The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or the City's Contractors or other entities, and do not relieve the Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's designated City Manager ("Effective Date").

CITY OF DENTON

DocuSigned by:
Sara Hensley
BY: _____
CITY MANAGER SARA HENSLEY, INTERIM CITY MANAGER

CONTRACTOR
CENTRAL NORTH CONSTRUCTION, LLC

DocuSigned by:
Jordan Hendrix
BY: _____
AUTHORIZED AGENT

Jordan Hendrix
NAME

SENIOR OFFCIER/ VP
TITLE

469-569-9781
PHONE NUMBER

jhendrix@cncllc.org
EMAIL ADDRESS

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marella Lunn
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

DocuSigned by:
Gary Packan
AC6AE0F7A4264A9...
SIGNATURE PRINTED NAME Gary Packan

Director of Parks and Recreation
TITLE

Parks & Recreation
DEPARTMENT

SECTION 00 41 00
BID FORM

TO: *Erica Garcia*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: : "CITY OF DENTON: FM2499 GREEN RIBBON: LANDSCAPE PLANTING & IRRIGATION"

1 Enter Into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2 BIDDER Acknowledgements and Certification

2.1 In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.

2.2 Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.

2.3 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2.4 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

2.5 Bidder has not solicited or induced any individual or entity to refrain from bidding.

2.6 Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2.7 The Bidder acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

3.1 The Work will be complete for Final Acceptance within *202* days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions.

3.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work {and/or achievement of Milestones} within the times specified in the Agreement.

4 Attached to this Bid

The following documents are attached to and made a part of this Bid:

a. This Bid Form
b. Required Bid Bond, Section 00 43 13 issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions.
c. Proposal Form Section – Hard Copy
d. **Proposal Form Section – Electronic Copy (either included in the Bid, or submitted prior to bid opening via http://dentontx.ionwave.net)**
e. Vendor Compliance to State Law Non-Resident Bidder, Section 00 43 37
f. Conflict of Interest Affidavit, Section 00 35 13
g. Proposed Subcontractors Form, Section 00 43 36
h. Bidders Minimum Qualification Statement, Section 00 45 13
i. Corporate Resolution of Authorized Signatories, Section 00 45 43
j. Any additional documents that may be required by Section 12 of the Instructions to Bidders

5 Total Bid Amount

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.

5.2 It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total Bid Amount: $ 645,647.75

6 Bid Submittal

This Bid is submitted on September 28th, 2021 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

Jordan Hendrix
(Printed Name)

Title: Senior Officer

Company: Central North Construction, LLC

Address: 5970 Linosey Lane
Allen, Tx 75002

State of Incorporation: Texas

Email: jhendrix@cncllc.org

Phone: 469-569-9781

Receipt is acknowledged of the following Addenda:	Initial
Addendum No. 1:	
Addendum No. 2:	
Addendum No. 3:	
Addendum No. 4:	
Addendum No. 5:	

UNIT PRICE BID FORM

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
180-6001	0.42	AC	PREPARING ROW (12") Fourty Five thousand DOLLARS AND zero CENTS PER AC	$45,000.00	$18,900.00
192-6081	6425	SY	COMPOST MANUFACTURED SOIL (6") (PLANTING SOIL) Five DOLLARS AND Seventy Five CENTS PER SY	$5.75	$36,943.75
170-6002	1	LS	IRRIGATION SYSTEM TYPE 1 One hundred thirty two thousand DOLLARS AND Seventy nine Fifty CENTS PER LS	$132,079.50	$132,079.50
170-6002	1	LS	IRRIGATION SYSTEM TYPE 2 One hundred twenty six thousand DOLLARS AND two hundred Sixty CENTS PER LS Seventy-Five	$126,260.75	$126,260.75
170-6002	1	LS	IRRIGATION SYSTEM TYPE 3 thirty two thousand Eight DOLLARS AND hundred seventeen CENTS PER LS twenty-five	$32,817.25	$32,817.25
180-6001	0.42	AC	WILDFLOWER SEEDING Five thousand DOLLARS AND zero CENTS PER AC	$5,000.00	$2,100.00
192-6002	2575	EA	PLANT MATERIAL (1 GAL) Seven DOLLARS AND zero CENTS PER EA	$7.00	$18,025.00
192-6003	795	EA	PLANT MATERIAL (3 GAL) fourteen DOLLARS AND zero CENTS PER EA	$14.00	$11,130.00
192-6012	406	CY	MULCH - CYPRESS NO-FLOAT Fifty DOLLARS AND zero CENTS PER CY	$50.00	$20,300.00

UNIT PRICE BID FORM

192-6016	2725	SY	PLANTING BED PREP three DOLLARS AND zero CENTS PER SY	$ 3.00	$ 8,175.00
192-6046	83	EA	PLANT MATERIAL 3" B&B Four hundred fifty DOLLARS AND zero CENTS PER EA	$ 450.00	$ 37,350.00
192-6046	56	EA	PLANT MATERIAL 2" B&B MULTI-TRUNK two hundred ninety DOLLARS AND zero CENTS PER EA	$ 290.00	$ 16,240.00
192-6097	896	LF	CONCRETE LANDSCAPE EDGE (12") twenty-eight DOLLARS AND zero CENTS PER LF	$ 28.00	$ 25,088.00
6001	9	MO	PLANT MAINTENANCE Eighteen hundred DOLLARS AND zero CENTS PER MO	$ 1,800.00	$ 16,200.00
6007	9	MO	IRRIGATION SYSTEM OPERATION MAINTENANCE Seven hundred DOLLARS AND zero CENTS PER MO	$ 700.00	$ 6,300.00
500	1	LS	MOBILIZATION twenty-four thousand DOLLARS AND zero CENTS PER LS	$ 24,000.00	$ 24,000.00
2001	5	MO	BARRICADES SIGNS AND TRAFFIC Eighteen hundred DOLLARS AND zero CENTS PER MO	$ 1,800.00	$ 9,000.00
506-6041	465	LF	BIODEGRADEABLE EROSION CONTROL LOGS INSTALL One DOLLARS AND zero CENTS PER LF	$ 1.00	$ 465.00

UNIT PRICE BID FORM

506-6043	465	LF	BIODEGRADEABLE EROSION CONTROL LOGS REMOVE zero DOLLARS AND Fifty CENTS PER LF	$ .50	$ 232.50
110-6003	1072	CY	GRADING EARTHWORK; 6" EXCAVATION OF SOIL thirty-five DOLLARS AND zero CENTS PER CY	$ 35.00	$ 37,520.00
618-6034	825	LF	BORES Seventeen DOLLARS AND zero CENTS PER LF	$ 17.00	$ 14,025.00
6001	87	DAY	TMA two-hundred fifty DOLLARS AND zero CENTS PER EACH	$ 250.00	$ 21,750.00

SECTION 00 42 44 - UNIT PRICE PROPOSAL FORM

To:

City of Denton - Capital Projects
901-B Texas Street
Denton, TX 76209
<Purchasing Agent>/Purchasing Dept.

From:

CENTRAL NORTH CONSTRUCTION,LLC
5970 LINDSEY LANE
ALLEN, TEXAS 75002
JORDAN HENDRIX
469-569-9781
jhendrix@cncllc.org

PROJ **DENTON FM2499 GREEN RIBBON LANDSCAPE & IRRIGATION**

RFP: **IFB-7751**

ENG PM <ENG PMO No. if applicable>

OFFEROR'S APPLICATION - UNIT PRICE PROPOSAL

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
1	180-6001	PREPARING ROW (12")	AC	0.42	$ 45,000.00	$ 18,900.00
2	192-6081	COMPOST MANUF SOIL (6") (PLANTING SOIL)	SY	6425.00	$ 5.75	$ 36,943.75
3	170-6002	IRRIGATION SYSTEM TYPE-I	LS	1.00	$ 132,079.50	$ 132,079.50
4	170-6003	IRRIGATION SYSTEM TYPE-II	LS	1.00	$ 126,260.75	$ 126,260.75
5	170-6004	IRRIGATION SYSTEM TYPE-III	LS	1.00	$ 32,817.25	$ 32,817.25
6	180-6001	WILD FLOWER SEEDING	AC	0.42	$ 5,000.00	$ 2,100.00
7	192-6002	PLANT MATERIAL (1 GAL)	EA	2575.00	$ 7.00	$ 18,025.00
8	192-6003	PLANT MATERIAL (3 GAL)	EA	795.00	$ 14.00	$ 11,130.00
9	192-6012	MULCH-CYPRESS NO-FLOAT	CY	406.00	$ 50.00	$ 20,300.00
10	192-6016	PLANTING BED PREP	SY	2725.00	$ 3.00	$ 8,175.00
11	192-6046	PLANT MATERIAL 3" BB	EA	83.00	$ 450.00	$ 37,350.00
12	192-6046	PLANT MATERIAL 2" BB (MULTI-TRUNK)	EA	56.00	$ 290.00	$ 16,240.00
13	192-6097	CONCRETE LANDSCAPE EDGE (12")	LF	896.00	$ 28.00	$ 25,088.00
14	6001	PLANT MAINTENANCE	MO	9.00	$ 1,800.00	$ 16,200.00
15	6007	IRRIGATION SYSTEM OPERATION MAINTENANCE	MO	9.00	$ 700.00	$ 6,300.00
16	500	MOBILIZATION	LS	1.00	$ 24,000.00	$ 24,000.00
17	2001	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	5.00	$ 1,800.00	$ 9,000.00
18	506-6041	BIODEGRADEABLE EROSION CONTROL LOGS INSTALL	LF	465.00	$ 1.00	$ 465.00
19	506-6043	BIODEGRADEABLE EROSION CONTROL LOGS REMOVE	LF	465.00	$ 0.50	$ 232.50
20	110-6003	GRADING EARTHWORK; (6") EXCAVATION OF SOIL	CY	1072.00	$ 35.00	$ 37,520.00
21	618-6034	CONDT (PVC) (SCH40) (4") (BORE)	LF	825.00	$ 17.00	$ 14,025.00
22	6001	TMA	DAY	87.00	$ 250.00	$ 21,750.00
					TOTAL BASE PROPOSAL:	**$614,901.75**

Alternate Proposal

1A					$ -	$ -
2A					$ -	$ -
3A					$ -	$ -
					TOTAL ALT. Proposal:	**$0.00**

TOTAL BASE PLUS ALTERNATE PROPOSAL: $614,901.75

Project Contingency 5% $30,746.00

DENTON FM2499 GREEN RIBBON LANDSCAPE IRRIGATION TOTAL PROPOSAL: $645,647.75

SECTION 00 43 37
VENDOR COMPLIANCE TO STATE LAW NON- RESIDENT BIDDER

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident bidders. This law provides that, in order to be awarded a contract as low bidder, nonresident bidders (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident bidders in order for your bid to meet specifications. The failure of nonresident bidders to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Nonresident bidders in the State of _____, our principal place of business, are required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

   Nonresident bidders in the State of _____, our principal place of business, are not required to underbid resident bidders.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ■

BIDDER:

Central North Construction, LLC
Company

By: Jerome Henderix
(Please Print)

5970 Lindsey Lane
Address

Signature: [signature]

Allen, Tx 75002
City/State/Zip

Title: Senior Officer
(Please Print)

Date: 9/21/2021

END OF SECTION

"General Decision Number: TX20210018 07/02/2021

Superseded General Decision Number: TX20200018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	07/02/2021

* PLUM0100-002 05/01/2021

	Rates	Fringes
Plumbers and Pipefitters	$ 33.88	13.07

SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25	
Utility	$ 7.467	
Pipelayer	$ 7.828	
Power equipment operators:		
Backhoe	$ 10.804	
Crane	$ 10.942	

Front End Loader.....$ 9.163
Tunneling Machine (48"" or
less).....$ 9.163

TRUCK DRIVER.....$ 8.528

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

By law this questionnaire must be filed with the records administrator of the local government 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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Central North Construction, LLC

2 ☐ **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

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 relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5 DocuSigned by: Jordan Hendrix 4B53C80B90304F9...

Signature of vendor doing business with the governmental entity

1/11/2022

Date

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.

DocuSign

Certificate Of Completion

Envelope Id: 881296557C3948DAB11FA943204605FB
Subject: Please DocuSign: City Council Contract 7751
Source Envelope:
Document Pages: 96
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 6
Initials: 1

Status: Completed

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
1/7/2022 11:42:16 AM

Holder: Erica Garcia
erica.garcia@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 1/7/2022 11:43:17 AM Viewed: 1/7/2022 11:43:23 AM Signed: 1/7/2022 11:43:48 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/7/2022 11:43:52 AM Viewed: 1/7/2022 11:45:04 AM Signed: 1/7/2022 11:45:33 AM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.191.210.54	Sent: 1/7/2022 11:45:38 AM Viewed: 1/7/2022 1:30:17 PM Signed: 1/7/2022 1:30:32 PM
Jordan Hendrix jhendrix@cncllc.org SENIOR OFFCIER/ VP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/11/2022 11:21:06 AM ID: b895cfa3-c27c-4133-97ed-a70e30d9c41c	DocuSigned by: Jordan Hendrix 4B53C80B90304F9... Signature Adoption: Pre-selected Style Using IP Address: 47.190.36.19	Sent: 1/7/2022 1:30:38 PM Resent: 1/11/2022 11:16:50 AM Viewed: 1/11/2022 11:21:06 AM Signed: 1/11/2022 11:21:39 AM

Signer Events	Signature	Timestamp
Gary Packan Gary.Packan@cityofdenton.com Director of Parks and Recreation Parks and Recreation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/11/2022 11:42:34 AM ID: 7242322f-4c99-405c-9565-ee9745b24f06	DocuSigned by: Gary Packan AC6AE9F7A4264A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/11/2022 11:21:43 AM Viewed: 1/11/2022 11:42:34 AM Signed: 1/11/2022 12:17:15 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 1/11/2022 12:17:20 PM Viewed: 1/26/2022 8:44:15 AM Signed: 1/26/2022 8:44:37 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/26/2022 8:44:42 AM Viewed: 1/26/2022 8:46:54 AM Signed: 1/26/2022 8:46:59 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/26/2022 10:32:20 AM ID: 2a7345db-9601-43b3-b746-611d17d589c6	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/26/2022 8:47:03 AM Resent: 1/26/2022 10:26:59 AM Viewed: 1/26/2022 10:32:20 AM Signed: 1/26/2022 10:32:35 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 1/7/2022 11:43:52 AM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/11/2022 12:17:19 PM Viewed: 1/11/2022 12:44:09 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/26/2022 10:32:41 AM
Jason Donnell Jason.Donnell@cityofdenton.com Park Planner City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/26/2022 10:32:42 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2022 11:43:17 AM
Certified Delivered	Security Checked	1/26/2022 10:32:20 AM
Signing Complete	Security Checked	1/26/2022 10:32:35 AM
Completed	Security Checked	1/26/2022 10:32:42 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.