



CONSTRUCTION CONTRACTOR APPLICATION FEDERALLY FUNDED PROJECTS ONLY

Submittal of this completed application is required for federally funded grant projects managed by the City of North Richland Hills. Projects involving federal funds shall comply with all Federal terms and conditions.

Bid notifications are posted on the City Purchasing web page at www.nrhtx.com. Interested contractors and subcontractors are encouraged to read and understand these requirements before submitting a response to the City of North Richland Hills.

The preferred method of submitting an application is to the Purchasing Department via email at purchasing@nrhtx.com. If submitting the application in hardcopy, please mail to the City of North Richland Hills, Purchasing Dept., P.O. Box 820609, North Richland Hills, Texas 76182-0609. Label as: Contractor Application, Federally Funded Projects.

More information on Federal Grant Requirements may be found at: www.recovery.org



**CONSTRUCTION CONTRACTOR APPLICATION
FEDERALLY FUNDED PROJECTS ONLY**

This completed application is required to demonstrate qualifications to perform the work, and each Bidder (or Contractor) must have an approved Contractor's application on file with the City of North Richland Hills Purchasing Department. If not, the Bidder must complete the Contractor's application and submit with the bid response.

Action taken on this application will be to "Approve or Reject". If approved, the Bidder will be considered in the bid evaluation process. An approved Contractor's application will be valid for twelve (12) months. A Bidder may re-submit an application each twelve (12) month period (or sooner if information in the Bidder's application changes).

This completed application is required to contract with the City of North Richland Hills for projects funded by the American Recovery and Revitalization Act of 2009 (ARRA).

FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY DISQUALIFY RESPONDENT FROM BEING GRANTED A CITY OF NORTH RICHLAND HILLS FEDERALLY FUNDED GRANT PROJECT.

Name of Bidder's Firm: _____

DBA: _____

Street: _____

City: _____ State: _____ Zip: _____

Mailing address if different from above:

Street or P.O. Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Fax number: _____ Email Address: _____

Owner I. D. #, Tax #, or S.S. #: _____

DUNS#: _____(Contractors and all first-tier subcontractors shall obtain a Data Universal Numbering System (“DUNS”) number, or update the existing DUNS record, and register with the Central Contractor Registration (“CCR”) database at <http://www.ccr.gov>.

Type of Business: _____
(Sole Proprietorship, Partnership, Corporation, etc.)

If your company is a partnership, list the names and addresses of the partners below. If your company is a corporation, list the names, titles, and addresses of the officers below.

Length of time in business: _____

Person authorized to execute documents: _____

List names of licensed employees. Copies of licenses are required with submittal. The contractor shall contractually require each person to maintain their licenses throughout the duration of the project.

Name and Title:
Construction Experience:
Licenses Held:

List one (1) Banking reference: _____

List two (2) Credit references (open accounts where building materials are purchased). Please give names and phone numbers:

List five (5) local sub-contractors or trades used on like projects within the past two (2) years. (Subcontractors are subject to Executive Order 12549 "Debarment and Suspension" regulations):

Name	Address	Phone	Skill / Service

List three (3) addresses where you have performed warranty work within the past two (2) years. Indicate if the project was federally funded.

Name	Address	Phone	Federally Funded?

PRIOR OR PENDING LITIGATION OR LAWSUITS: Each Bidder must completely disclose any alleged significant prior or ongoing contract failures, any litigation (criminal or civil), any pending investigation that involves the Bidder, or any previous legal proceeding in which the Bidder has been found guilty or liable.

RELEASE: I hereby authorize the City of North Richland Hills to make inquiries of the above-listed references pertaining to this application for placement on the approved contractor's list.

I also authorize these references listed to provide such information as the City of North Richland Hills may request. I furthermore expressly give permission for the City of North Richland Hills to exchange information obtained during these inquiries determined by City staff to be necessary and proper.

I understand that the City of North Richland Hills may use additional sources as a reference including, but not limited to, the Better Business Bureau and the Federal Debarment and Suspension List (48 CFR Chapter 1).

Signature of Release by Bidder's Authorized Agent

Printed Name and Title

For City of North Richland Hills approval only:	
Approved:	Date:
Denied:	Date:

**City of North Richland Hills
Construction Contract Compliance Form**

Since federal funding is involved, all bids and contracts must include certification that the following provisions will be complied with. Please read the attached Contract Provisions and certify by checking each box below:

- 1. Federal Equal Opportunity and Non-Discrimination Provisions
- 2. Copeland Anti-Kickback Act
- 3. Davis-Bacon Act and Federal Wage Rates (ATTACHED - READ CAREFULLY)
- 4. Contract Work Hours and Safety Standards
- 5. Rights to Inventions Made Under a Contract or Agreement
- 6. Clean Air and Water Pollution Control Acts
- 7. Byrd Anti-Lobbying Amendment
- 8. Debarment and Suspension
- 9. Drug-Free Workplace Requirements

Title V, Subtitle E of the Energy Independence and Security Act of 2007 establishes the EECBG Program. All grants awarded shall comply with the following additional requirements:

- 10. Whistleblower Protection, Sec. 1553(e)
- 11. American Recovery and Reinvestment Act of 2009 (ARRA) Job Reporting Requirement
- 12. Buy American Requirement

In addition to the above-mentioned provisions, I also agree to the following:

Provide access to the City of North Richland Hills, federal agencies, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for purposes of making audit, examination, excerpts and transcriptions. Retention of these records is required for three (3) years following final payment.

The Contractor shall submit evidence of: a) general liability insurance covering the funded activity; and b) bonding of all officials who are responsible for financial transactions relating to this project.

By placing an X in each box above, I acknowledge that I have received and I agree to comply with the provisions included in the attached and above-listed documents.

Name and Title of Signer (Please Print or Type)

Signature

Date

City of North Richland Hills Contact Person:

Elizabeth Reining
PO Box 820609
North Richland Hills, TX 76182-0609

Contract Provisions

Directive Number: Pt. 84, App. A

All contracts, awarded by the City of North Richland Hills including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity: All contracts shall contain a provision requiring compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by the City of North Richland Hills shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The City of North Richland Hills shall report all suspected or reported violations to the awarding federal agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): Section 1606 of the ARRA specifically requires that all laborers and mechanics employed by contractors and subcontractors on any projects funded wholly or in part by ARRA funds be paid prevailing wages as determined by the Secretary of Labor. Accordingly, all construction contracts awarded by the City of North Richland Hills of more than \$2,000 for construction, alteration, and/or repair (including painting and decorating) of a public building or public work awarded by the City of North Richland Hills shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week and submit weekly certified payroll records to the contracting and administering agency. All contractors and subcontractors awarded by the City of North Richland Hills shall maintain payrolls and basic records relating to the payroll during the course of the work and preserve them for a period of three (3) years thereafter for all laborers and mechanics working on the project.

The City of North Richland Hills shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Wage rates can

be found at www.wdol.gov. The City of North Richland Hills shall report all suspected or reported violations to the awarding federal agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by the City of North Richland Hills in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding federal agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, *et seq.*). Violations shall be reported to the awarding federal agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City of North Richland Hills.

8. Debarment and Suspension (Executive Orders 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from

Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Drug-Free Workplace Requirement: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with the awarding agency's rules.

The following additional compliance requirements are applicable for grants funded by the American Recovery and Reinvestment Act of 2009 (ARRA). The grants are commonly notated as CDBG-R.

10. Whistleblower Protection (Section 1553): The ARRA prohibits any private employer or state or local government that receives any ARRA funds from retaliating against an employee who discloses, internally or externally, information that the employee reasonably believes constitutes evidence of an improper use of stimulus funds, including gross mismanagement of an agency contract or grant, gross waste of covered funds, or an abuse of authority related to the implementation or use of stimulus funds. The Contractor shall post notice of the rights and remedies available to covered employees under Section 1553 of the ARRA available at www.recovery.org.

11. ARRA Job Reporting Requirement (Section 1512): The Contractor shall submit information in Full Time Equivalents on (1) the number of new jobs created as a result of ARRA funds and (2) the number of jobs retained as a result of ARRA funds. Jobs created includes any new position created and filled or an existing unfilled position that is filled and for which the wages or salaries are either paid for or will be reimbursed with ARRA funding while jobs retained includes any existing position for which the wages or salaries are either paid for or will be reimbursed with ARRA funding. Full Time Equivalents are calculated as total hours worked, in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the City of North Richland Hills.

12. Buy American Requirement (Section 1605): The Contractor shall comply with the Buy American requirement on projects for the construction, alteration, maintenance, or repair of a public building or public work. Under the ARRA, the Contractor must use iron, steel and manufactured goods produced in the United States unless an exception applies and the Department of Energy issues a waiver.

City of North Richland Hills
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills Risk Management office.

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1 Workers' Compensation · Employers' Liability	Statutory Limits \$100,000 per occurrence	<u>CITY SHALL BE PROVIDED A WAIVER OF SUBROGATION, AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
2 Commercial General · (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	<u>CITY SHALL BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
3 Business Auto Liability · to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	<u>CITY SHALL BE LISTED AS ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.

Certificate of Liability Insurance forms may be **faxed** to Purchasing Department 817-427-6165, **phone 817-427-6150** or **emailed** to: **purchasing@nrhtx.com** Questions regarding required insurance should be directed to Cameron Rowland, City of North Richland Hills Risk Manager, 817-427-6105.

This form must be signed and returned with your bid. You are stating that you do have the required insurance and if selected to perform work for the City, will provide the certificates of insurance with the above requirements to the City. **A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

AGREEMENT

I agree to provide the above described insurance coverages within ten (10) working days if selected to perform work for the City of North Richland Hills. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on the project.

BIDDER

PRINTED NAME AND TITLE

SIGNATURE

DATE

City of North Richland Hills

INDEMNIFICATION AGREEMENT

The Contractor, _____ (Company Name), agrees to indemnify, hold harmless and defend the City of North Richland Hills (the "City"), its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

The Contractor further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of North Richland Hills Contracts. I have read the provisions agree to the terms of these provisions.

BIDDER

PRINTED NAME AND TITLE

SIGNATURE

DATE