

**CITY OF MISSION  
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION  
REQUEST FOR BIDS (RFB)**

**1. BID NO.:** 20-279-08-20

**2. ISSUE DATE:** August 06, 2020

**3. FOR INFORMATION CONTACT:** (No collect calls)

**NAME:** Edgar Chapa, Contracts Administrator

**TELEPHONE:** (956) 580-8667 **FAX:** (956) 580-8798

**E-MAIL:** [echapa@missiontexas.us](mailto:echapa@missiontexas.us)

**4. BRIEF DESCRIPTION:**

**Pre-Engineered Metal Pavilion for  
Birdwell Park**

**5. PRE-BID CONFERENCE/GENERAL  
CONTRACTORS MEETING:**

*( ATTENDANCE Highly Recommended)*

\*\*\* There will be a conference. \*\*\*

**DATE:** Thursday, August 13, 2020

**TIME:** 10:00 AM CST

**Zoom Pre-Bid Meeting Information**

Meeting ID: 220 547 6707

Password: 9iY2Y2

**6. ADVERTISING DATES:**

1<sup>st</sup> Week of Advertisement Date: \_\_08\_\_/\_06\_\_/\_20\_\_

2<sup>nd</sup> Week of Advertisement Date: \_\_08\_\_/\_13\_\_/\_20\_\_

**7. SUBMIT OFFER TO:**

Mailing/Hand/Commercial Courier Delivery

**City of Mission**

**Purchasing Department**

1201 E. 8<sup>th</sup> Street R101

Mission, TX 78572

Bid # 20-279-08-20

**8. OFFER SUBMISSION DUE DATE AND TIME:**

**DATE:** August 20, 2020

**TIME:** 2:00 PM CST

**Zoom Bid Opening Meeting Information**

Meeting ID: 220 547 6707

Password: 9iY2Y2

**9. No Facsimiles or late arrivals will be accepted.** Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

**10. SUBMIT WITH OFFER:** Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

**11.** Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

**12. FIRM OFFER PERIOD:** Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

**13. NOTE:** For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER  
(To be completed by Offeror)**

**14.** In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

**15. BIDDERS NAME, ADDRESS:** (Type or Print)

**16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
THE OFFER:** (Type or Print)

**TELEPHONE:**

**E-MAIL:**

**CELL PHONE:**

**FAX:**

**17. BIDDERS SIGNATURE & DATE:**

**AWARD  
(To be completed by City of Mission)**

**18. TOTAL AMOUNT OF AWARD:**

**19. PURCHASING AGENT SIGNATURE & DATE OF AWARD:**

Name:

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

SOLICITATION INDEX					
<b>20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)</b>					
	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?		
●	Cover Sheet	Solicitation, Offer and Award Form <b>(Complete in its entirety to include Sign and Date)</b>	YES		
●	Instructions to Bidders	General Terms & Conditions	YES		
		Bid Bond of 5% of Total Amount of Bid	YES		
		Delivery Terms	YES		
		Payment & Performance Bonds	NO		
		Insurance Certificate	NO		
●	Schedule of Subcontractor(s)/Subconsultant(s)	Attachment #1	YES		
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form <b>(Signed and Executed)</b>	YES		
●	Pricing Schedule	Signed and Completed <b>(Signed and Executed)</b>	YES		
●	Addenda Checklist	Confirmation Receipt of Addendum(s) <b>(Signed and Executed)</b>	YES		
●	Disclosure of Interested Parties	Certificate of Interested Parties <b>(Signed and Executed)</b>	NO		
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) <b>(Signed and Executed)</b>	YES		
●	CIQ Questionnaire	Conflict of Interest Questionnaire <b>This form will be requested before Award of Contract (Signed and Executed)</b>	NO		
●	Specifications/Scope of Work	Description of Construction of a Pre-Engineered Metal Pavilion for Birdwell Park	YES		
<b>21. ACKNOWLEDGMENT OF ADDENDUMS:</b>		<b>ADDENDUMS #</b>	<b>DATE</b>	<b>ADDENDUMS #</b>	<b>DATE</b>
Offeror acknowledges receipt of the following addendum(s) to the solicitation:  (Identify addendum number and date of each.)					

**\*\*\*\*Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid \*\*\*\***

**City of Mission**  
**Instructions to Bidder – General Terms & Conditions**  
**Pre-Engineered Metal Pavilion for Birdwell Park/RFB# 20-279-08-20**

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that **“Pre-Engineered Metal Pavilion for Birdwell Park”** be provided as specified.

- (1) Sealed bids will be received for **“Pre-Engineered Metal Pavilion for Birdwell Park”** in accordance with the specifications attached hereto.
- (2) All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can exceed these specifications.
- (3) **One (1) original and two (2) copies of RFB must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Bids” –“Pre-Engineered Metal Pavilion for Birdwell Park” and delivered to City of Mission Purchasing Department, 1201 East 8<sup>th</sup> Street, Mission, Texas 78572 on or before 2:00 p.m., Thursday, August 20, 2020. No Facimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.**
- (4) **Pre-Bid Conference:** A Pre-Bid Conference will be conducted on **August 13, 2020 at 10:00 am**. The Pre-Bid Conference will be conducted via Zoom. Meeting ID: 220 547 6707 Password: 9iY2Y2 **All Bidders are recommended to attend and sign in.**
- (5) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

- (6) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

- (7) Preparation of Bids

- (a) Bidders are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).
- (c) All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- (d) Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid may be a basis for rejection of the bid as nonresponsive.
- (e) The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

#### (8) Submission of Bids

- (a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.
- (b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.
- (c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.
- (d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

#### (9) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid.** Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Information given to a bidder concerning an interpretation of the solicitation may be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

#### (10) Acknowledgment of Addendums to Invitation for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.

- (11) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your Bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information.

- (12) Bids **cannot** be altered or amended after opening time. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

- (13) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**

- (14) No substitutions or cancellations permitted without written approval of the City of Mission.

(15) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful Bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

(16) Number of days required for completion of **“Pre-Engineered Metal Pavilion for Birdwell Park”** after receiving purchase order must be stated in bid. Failure to so state will obligate bidder to complete the project within **sixty (60) business days.**

**a) Completion/Acceptance of Pre-Engineered Metal Pavilion for Birdwell Park should not exceed sixty (60) business days. Exceeding the number of days shall result in rejection of bid.**

Days to complete work as per specifications after receipt of notice to proceed: \_\_\_\_\_ business days

(17) **LIQUIDATED DAMAGES FOR DELAY:** And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR’S total compensation, the sum of two hundred fifty dollars per day \_\_\_\_\_ Dollars \_\_\_\_\_ \$250.00/day) \_\_\_\_\_ as stipulated damages for such delay.

(18) Construction Schedule

(a) Promptly after contract award within seven (7) calendar days, the Contractor shall meet with the City Engineer and Purchasing Staff to discuss project scheduling and, at that meeting, shall submit a practicable schedule showing the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a network analysis of suitable scale to indicate appropriately the percentage of the Contractor's work breakdown schedule which will be completed by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, Purchasing can proceed with termination and collection on bonds.

(b) The Contractor shall enter the actual progress on the schedule as directed by the City Engineer and, upon doing so, immediately shall deliver a copy of the annotated schedule to the City Engineer. If, in the opinion of the City Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the City Engineer, without additional cost to the City. In this circumstance, the City Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the City Engineer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the City Engineer under this clause shall be grounds for a determination by the City Engineer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the City Engineer and Purchasing Director may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the terms of this contract.

(19) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver **“Pre-Engineered Metal Pavilion for Birdwell Park”** “off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **“Pre-Engineered Metal Pavilion for Birdwell Park”**.

a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war or any actions beyond the control of the successful Bidder.

## (20) Default

- (a) If the Contractor refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subcontractors, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.
- (b) The Contractor's right to proceed shall not be terminated because of delays nor the Contractor charged with damages under this clause, if --
  - (1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers); and
  - (2) the Contractor, within 10 days from the beginning of any delay (unless extended by the City Engineer), notifies the City Engineer and Purchasing Staff in writing of the causes of delay. The City Engineer shall ascertain the facts and the extent of the delay. If, in the judgment of the City Engineer, the findings of fact warrant such action, the time for completing the work shall be extended.
- (c) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

## (21) Evaluation and Basis for Award

### (A) One Award

One contract award will be made under this Request for Bids. Multiple contract awards shall not be made.

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
  - 1) the purchase price;
  - 2) the reputation of the bidder and of the bidder's goods or services;
  - 3) the quality of the bidder's goods or services;
  - 4) the extent to which the goods or services meet the municipality's needs;
  - 5) the bidder's past relationship with the municipality;
  - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
  - 8) any relevant criteria specifically listed in the request for bids or proposals.

### (B) Definite Quantities

The quantities specified in the Schedule shall be purchased under this solicitation.

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule.

- (22) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (23) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (24) The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (25) Bidder shall carefully examine the bid forms, specifications, and instructions to Bidder. Should the Bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any Bid.
- BILLING AND PAYMENT INSTRUCTIONS:
  - Invoices must include:
  - Name and address of successful vendor
  - Name and address of receiving department or official
  - Purchase Order Number (if any)
  - Notation - **"Pre-Engineered Metal Pavilion for Birdwell Park"**
  - Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for **"Pre-Engineered Metal Pavilion for Birdwell Park"** as indicated below. No other method of payment will be considered. Payment will be authorized in the following manner:

Payment #1:	45% of price at 50% completion
Payment #2:	45% of price at 100% completion
Payment #3: (10% Retainage)	31 days after completion of project

- (26) The City of Mission will execute payment by mail within fifteen (15) working days after **"Pre-Engineered Metal Pavilion for Birdwell Park"** have (has) been received/completed and found to meet the City of Mission specifications. No other method of payment will be considered.
- (27) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.
- (28) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) of the total amount of the bid for the project, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for the project.
- Bidder's failure to comply with specification requirements, terms and conditions, bonds and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.

- b) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.

(29) All contracts shall require the contractor, before beginning the work, to execute to the City a payment of bond of the contract amount if in excess of \$25,000.00 and a performance bond if the contract is in excess of \$100,000.00.

- a. Performance and Payment bonds are to be submitted to the City of Mission within seven (7) business days from notice of award.

(30) The geographical location(s) of bidder's facilities referenced **"Pre-Engineered Metal Pavilion for Birdwell Park"** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.

(31) Bidders are advised that any part of the specifications that are not met within the time of delivery regardless of how major or minor it might be or shall be grounds for none acceptance of delivery and forfeiture of bid bond.

(32) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.

(33) Accident Prevention

- (a) In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall: (1) provide appropriate safety barricades, signs, and signal lights; (2) comply with all safety standards required by federal, state, or local law and any additional standards customarily employed in connection with the type of work being performed or the conditions at the site; and (3) ensure that any additional measures the City Engineer determines to be reasonably necessary for this purpose are taken.
- (b) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Purchasing Staff.
- (c) The Contracting Officer shall notify the Buyer of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the City Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (d) The Contractor shall be responsible for its subcontractors' compliance with this clause.

(34) Permits and Responsibilities

The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses and permits and for complying with any federal, state, county, and municipal laws, codes, and regulations applicable to the performance of the work, including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work. The Contractor also shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor also shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(35) Insurance Requirements for Supply/Services and/or Construction



- (a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein  
Personal Injury Advertising Liability  
Medical Payments  
Fire Damage Legal Liability  
Broad Form Property Damage  
Liability for Independent Contractors

- (b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.
- (c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- (d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;
- (e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.
- (f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission  
Crissy Cantu, Purchasing Buyer  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78572  
Bid # 20-279-08-20

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

- (g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.
- (h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insureds with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

- (i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.
- (j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
- (k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
- (l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.
- (m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(36) Bidders are advised that they must be in compliance with the below mentioned law:

**CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

**(37) Disclosure of Interested Parties**

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**(38) Termination of Contract:** The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

**(39) Appeal Process**

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission  
1201 E. 8<sup>th</sup> Street, Room R-101  
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

## CITY OF MISSION

### Attachment 1 to General Terms and Conditions - Schedule of Subcontractor(s)/Subconsultant(s)

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s) who submit bids/proposals in support of this solicitation. Use additional sheets as needed.

**Project Name:** "Pre-Engineered Metal Pavilion for Birdwell Park" **Solicitation Number:** Bid No: 20-279-08-20

**Name of Prime Contractor:** \_\_\_\_\_

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.
NAME: ADDRESS:  PHONE: FAX: E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK:   AGE OF FIRM:	YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES: DBE <input type="checkbox"/> OR MBE <input type="checkbox"/> OR WBE <input type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.

Name/Title of Person completing this form: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

CITY OF MISSION  
**PRICING SCHEDULE**

BID NAME/NO.: **“Pre-Engineered Metal Pavilion for Birdwell Park” Bid #: 20-279-08-20**

No.	Qty	UOM	Item Description	Total Unit Price
1.	1	LS	Pre-Engineered Metal Pavilion for Birdwell Park	\$ _____
2.	1	LS	Allowance	\$10,000
3.	1	LS	Total Base Bid:	\$ _____

Company Name: \_\_\_\_\_  
Owner or President Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_

\_\_\_\_\_  
\*Company Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative's Name (Please Print)

\_\_\_\_\_  
Company Representative's Title

\*Signature on this form indicates agreement with “Instructions to Bidder-General Terms and Conditions and Pricing Schedule

**CITY OF MISSION**  
**VENDOR ACKNOWLEDGMENT FORM - NON-COLLUSIVE BIDDING CERTIFICATION**  
**Bid Name/No.: "Pre-Engineered Metal Pavilion for Birdwell Park" /**  
**20-279-08-20**

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: This form must be filled in and submitted with the sealed bid.**

## ADDENDA CHECKLIST

**Bid of:** \_\_\_\_\_

(Bidder Company Name)

**To:** City of Mission

**Ref.:** Pre-Engineered Metal Pavilion for Birdwell Park/RFB No.: 20-279-08-20

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Bidder:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Authorized Signature for Bidder)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GENERAL BUSINESS QUESTIONNAIRE**  
**(SUPPLIES, SERVICES AND CONSTRUCTION)**

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information with the bid/proposal, as indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): \_\_\_\_\_
2. List name(s) and business address of owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (attach additional pages as necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Number of years in business under present business name: \_\_\_\_\_
4. If applicable, list all other names under which the Business identified above operated in the last 5 years.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)  
☐\$100K or less    ☐\$100K-\$500K    ☐\$500K-\$1M    ☐\$1M-\$5M    ☐\$5M-\$10M  
☐\$10M-\$16M    ☐\$16M or Over
6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? ☐Yes ☐No
7. Number of current employees: \_\_\_\_\_
8. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☐No
9. Is any litigation pending against the Business? ☐Yes ☐No
10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. ☐Yes ☐No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? ☐Yes ☐No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? ☐Yes ☐No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? ☐Yes ☐No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No
15. Is the Business in arrears on any contract or debt? ☐Yes ☐No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? ☐Yes ☐No
17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ☐Yes ☐No
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. ☐Yes ☐No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. ☐Yes ☐No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

---

---

---

---

---

---

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner, CEO, President, Majority Stockholder or Designated Representative)

## LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
2. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
3. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:
  
4. Project:  
Date of Completion (if applicable):  
Contact Person:  
Company Name:  
Address:  
Telephone Number:  
Fax Number:  
E-mail Address:



**Bid No: 20-279-08-20**  
**Pre-Engineered Metal Pavilion for Birdwell Park**

**EXHIBIT I**

**Plans and Specifications**

# CITY OF MISSION

HIDALGO COUNTY, TEXAS

## BIRDWELL PARK PROJECT

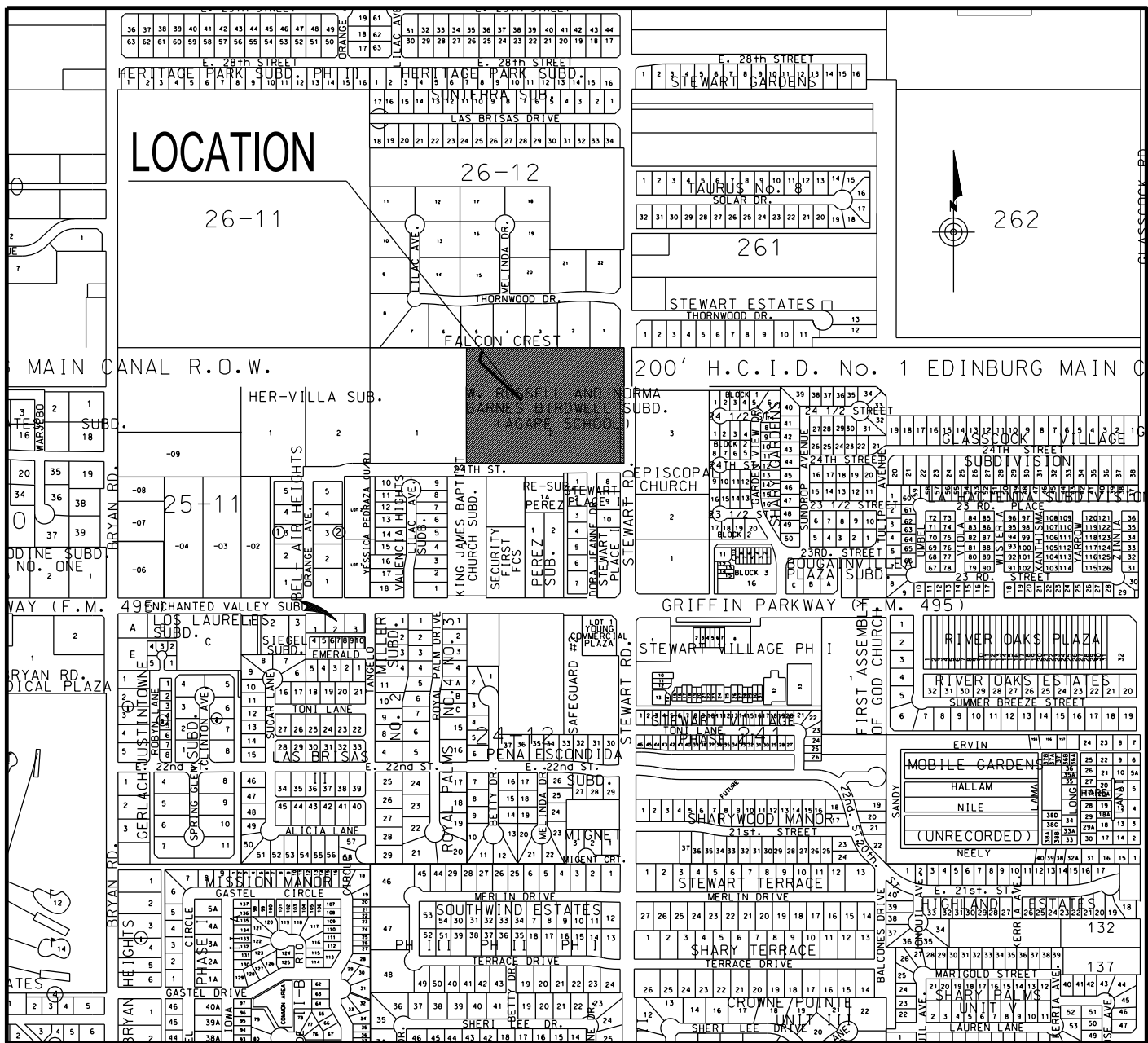
PUBLIC WORKS DEPARTMENT



CITY OF MISSION

### INDEX OF SHEETS

1. \_\_\_\_\_ COVER SHEET
2. \_\_\_\_\_ GENERAL NOTES
3. \_\_\_\_\_ NORTH & SOUTH ELEV. VIEW
4. \_\_\_\_\_ EAST & WEST ELEV. VIEW
5. \_\_\_\_\_ FLOOR PLAN
6. \_\_\_\_\_ ROOF PLAN
7. \_\_\_\_\_ ELECTRICAL PLAN
8. \_\_\_\_\_ FOUNDATION PLAN
9. \_\_\_\_\_ FENCE DETAILS
10. \_\_\_\_\_ ELECTRICAL BOX DETAIL
11. \_\_\_\_\_ LIGHTING HANGING DETAIL



### CITY OFFICIALS

MAYOR ----- Dr. ARMANDO O'CANA  
MAYOR PRO TEM ----- NORIE GONZALEZ GARZA  
COUNCILWOMAN ----- JESSICA ORTEGA OCHOA  
COUNCILMAN ----- RUBEN PLATA  
COUNCILMAN ----- JOSE ALBERTO VELA  
CITY MANAGER ----- RANDY PEREZ

### ENGINEER & CONTRACTORS ACCEPTANCE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PROJECT ENGINEER/PROJECT MANAGER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
UTILITY CONTRACTOR

### APPROVED FOR CONSTRUCTION

CITY OF MISSION

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ENGINEER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PLANNING DEPARTMENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
UTILITY DIRECTOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STREET DIRECTOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FIRE MARSHAL

## CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT

Project Name:

CITY OF MISSION  
BIRDWELL PARK  
IMPROVEMENT PROJECT

Date: 07-20-20

Project No: 005-20

Sheet Number:

1 - 11

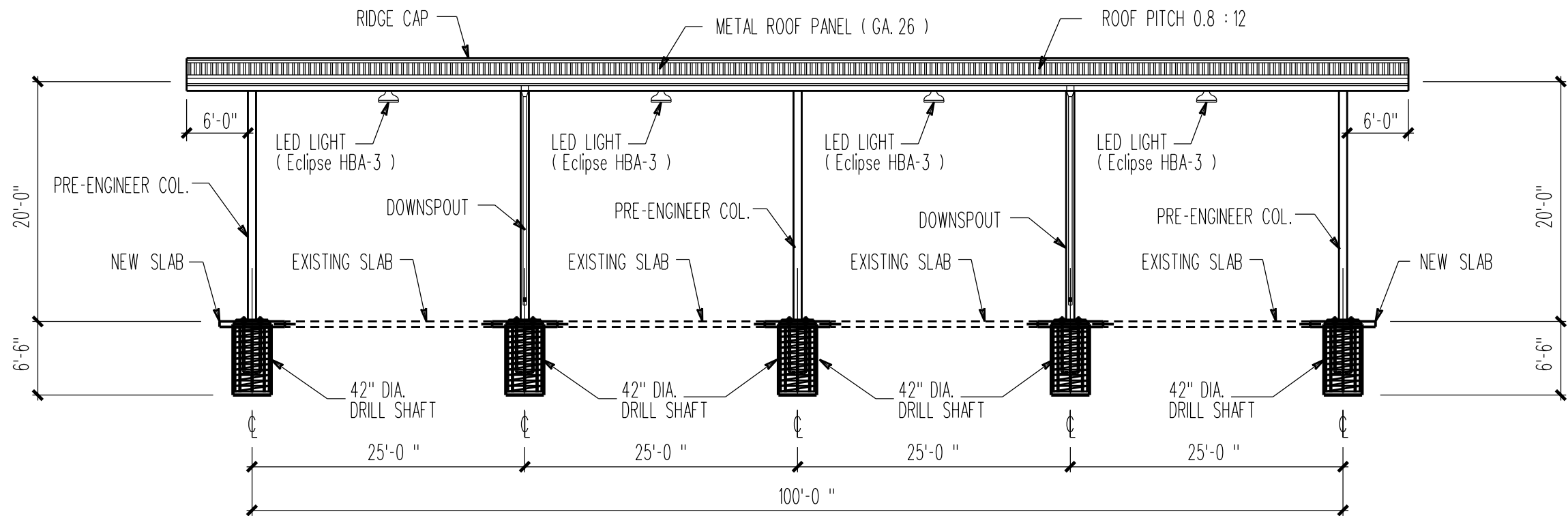
GENERAL NOTES



CITY OF MISSION

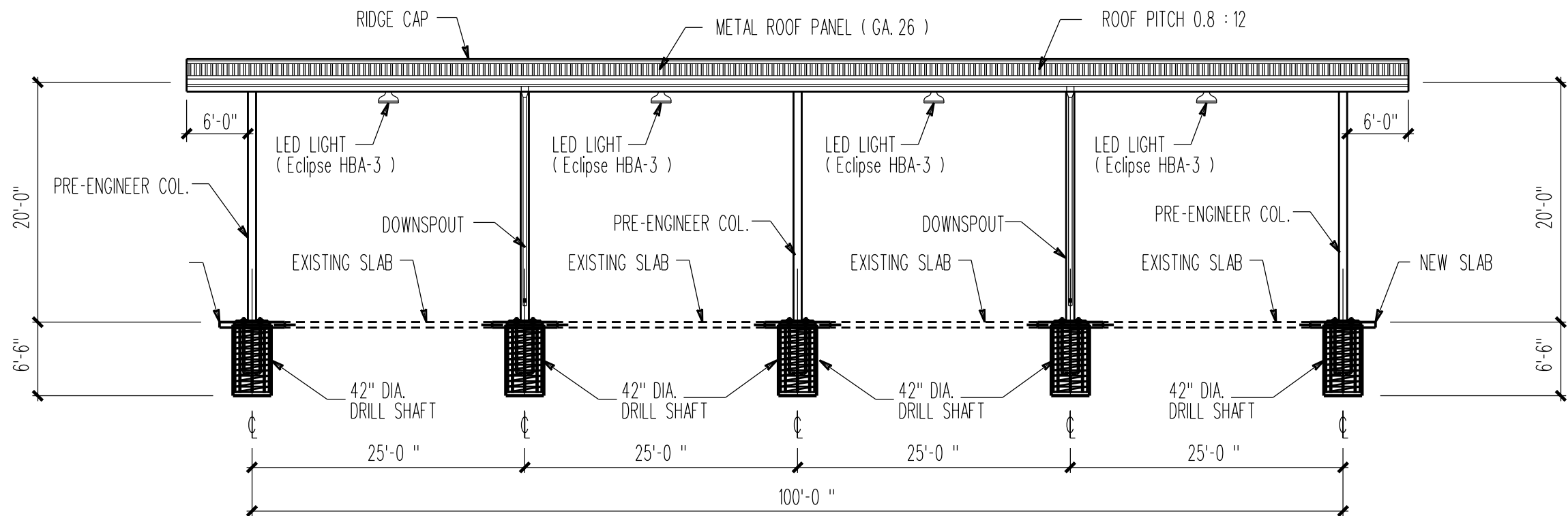
CITY OF MISSION  
BIRDWELL PARK  
IMRPOVEMENT PROJECT

Project Name:		
CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT		
Date:	07-20-20	
Project No:	005-20	
Sheet Number:		
2 - 11		



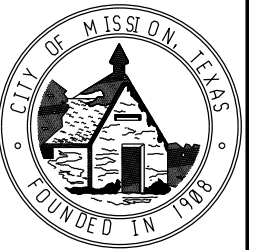
**NORTH ELEVATION VIEW**

SCALE:  $\frac{3}{8}$ " = 1' — 0"



**SOUTH ELEVATION VIEW**

SCALE:  $\frac{3}{8}$ " = 1' — 0"

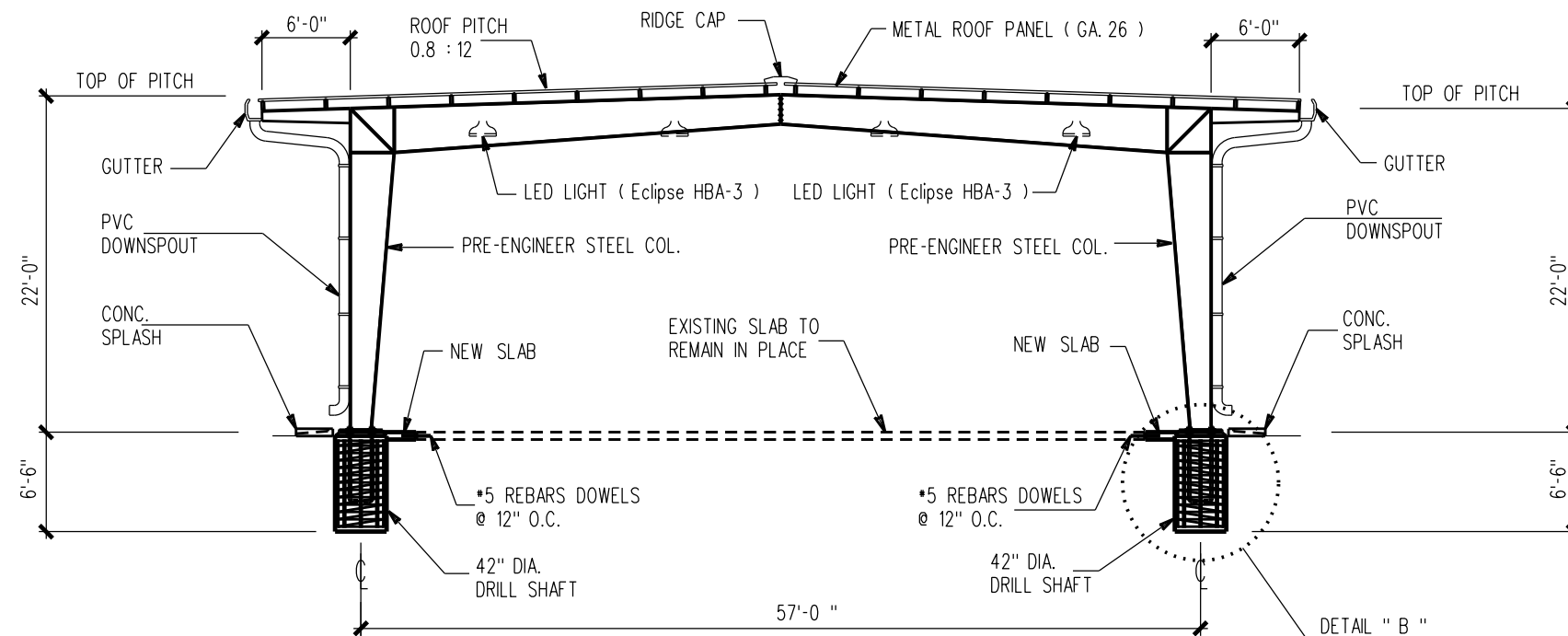


CITY OF MISSION

**CITY OF MISSION  
BIRDWELL PARK  
IMPROVEMENT PROJECT**

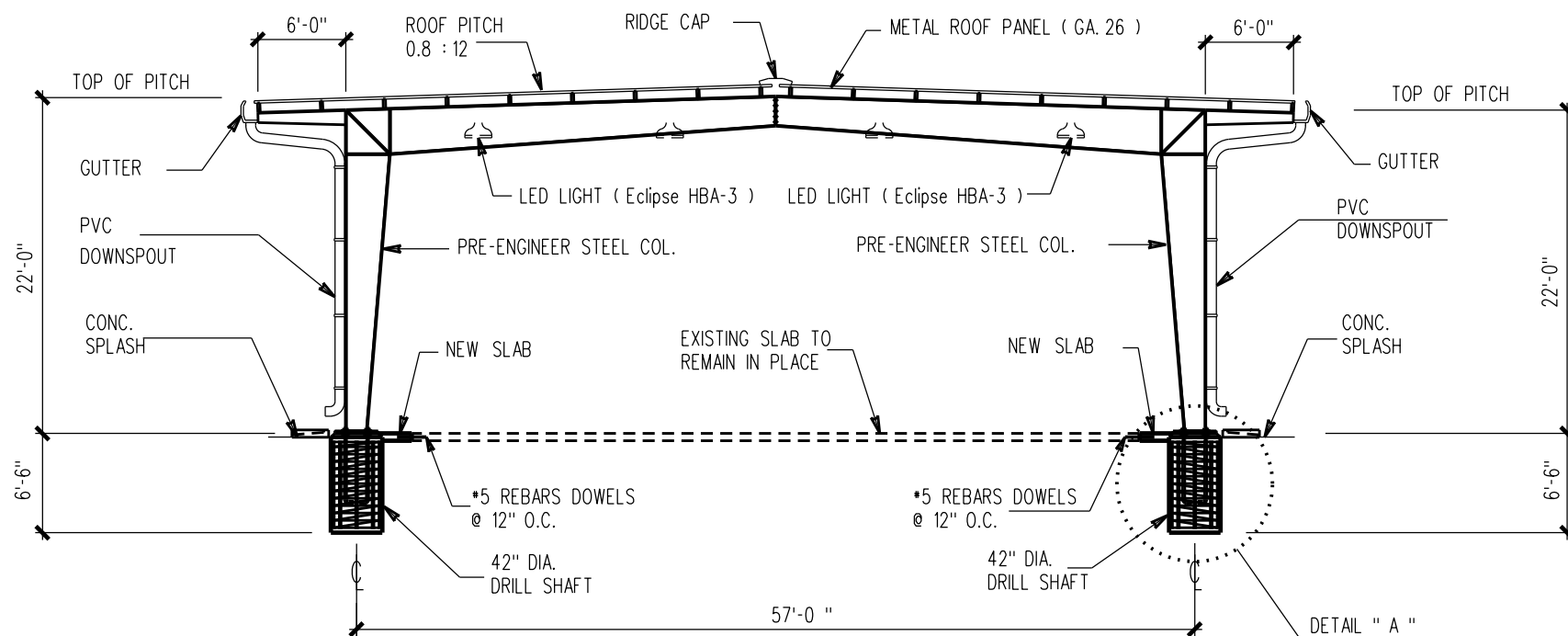
Project Name:	
CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT	
Date:	07-20-20
Project No:	005-20
Sheet Number:	

**3 - 11**



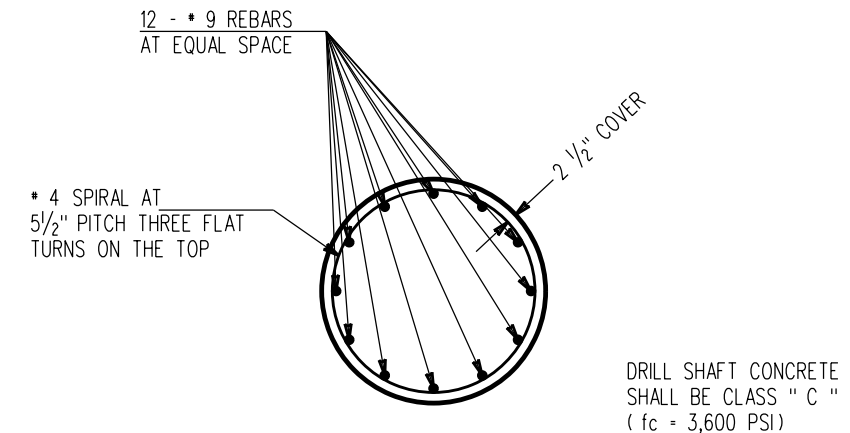
## WEST SIDE VIEW

SCALE:  $\frac{3}{8}" = 1' - 0"$



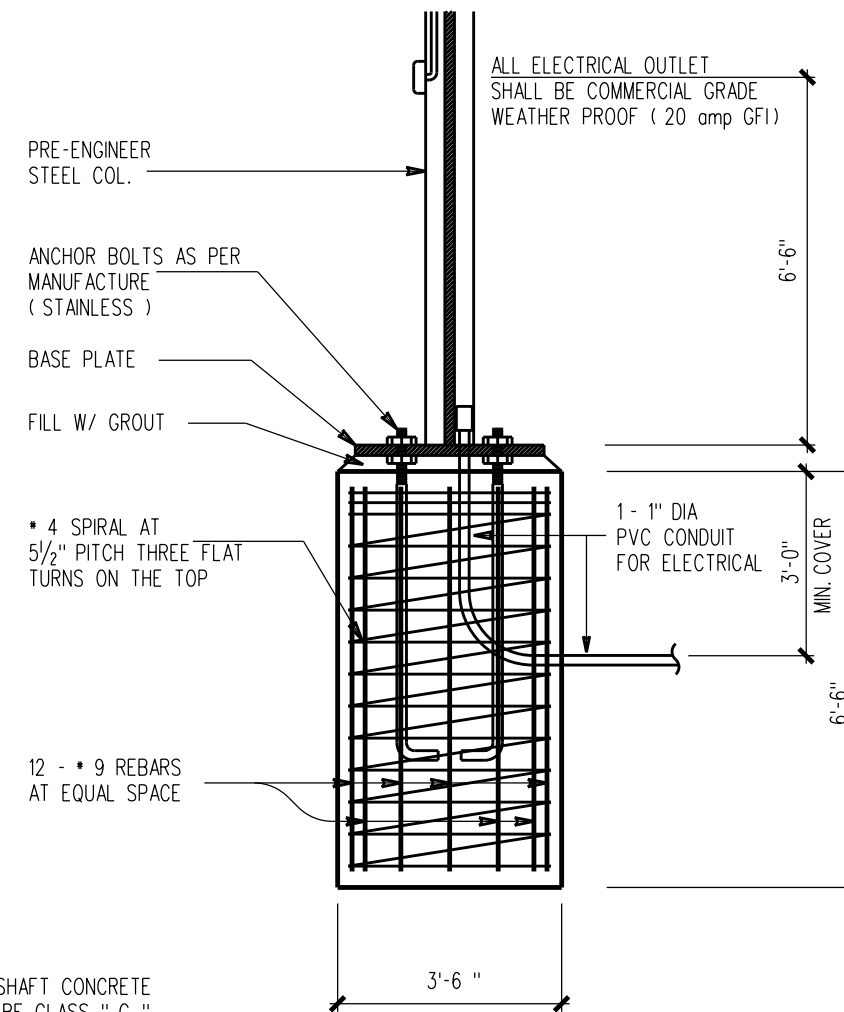
## EAST SIDE VIEW

SCALE:  $\frac{3}{8}" = 1' - 0"$



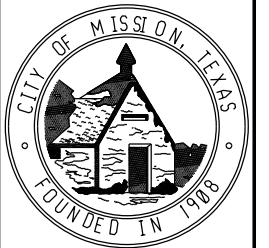
## DETAIL " B "

N.T.S.



## DETAIL " A "

N.T.S.



CITY OF MISSION

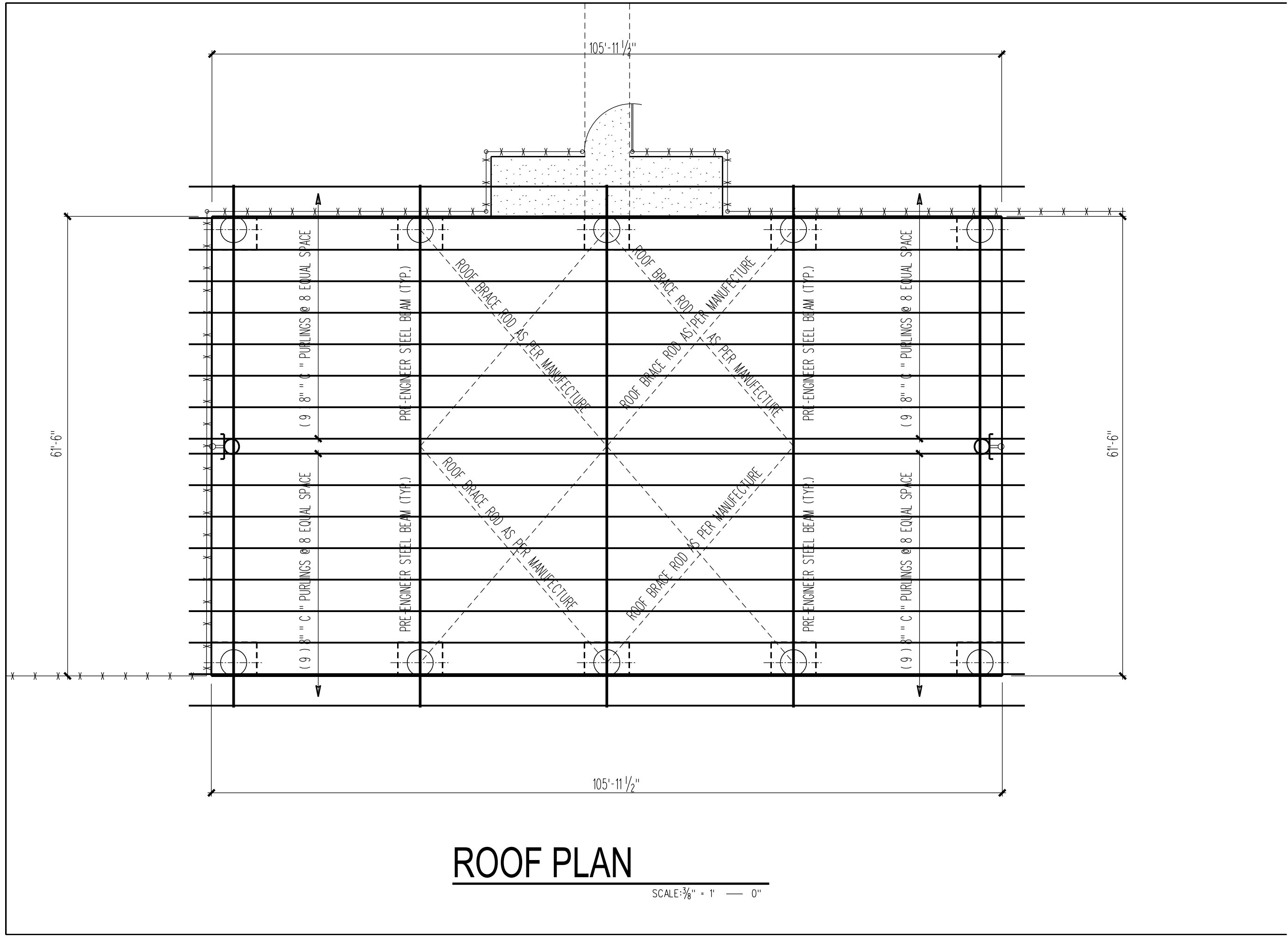
# CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT


Project Name:	
CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT	
Date:	07-20-20
Project No:	005-20
Sheet Number:	

4 - 11









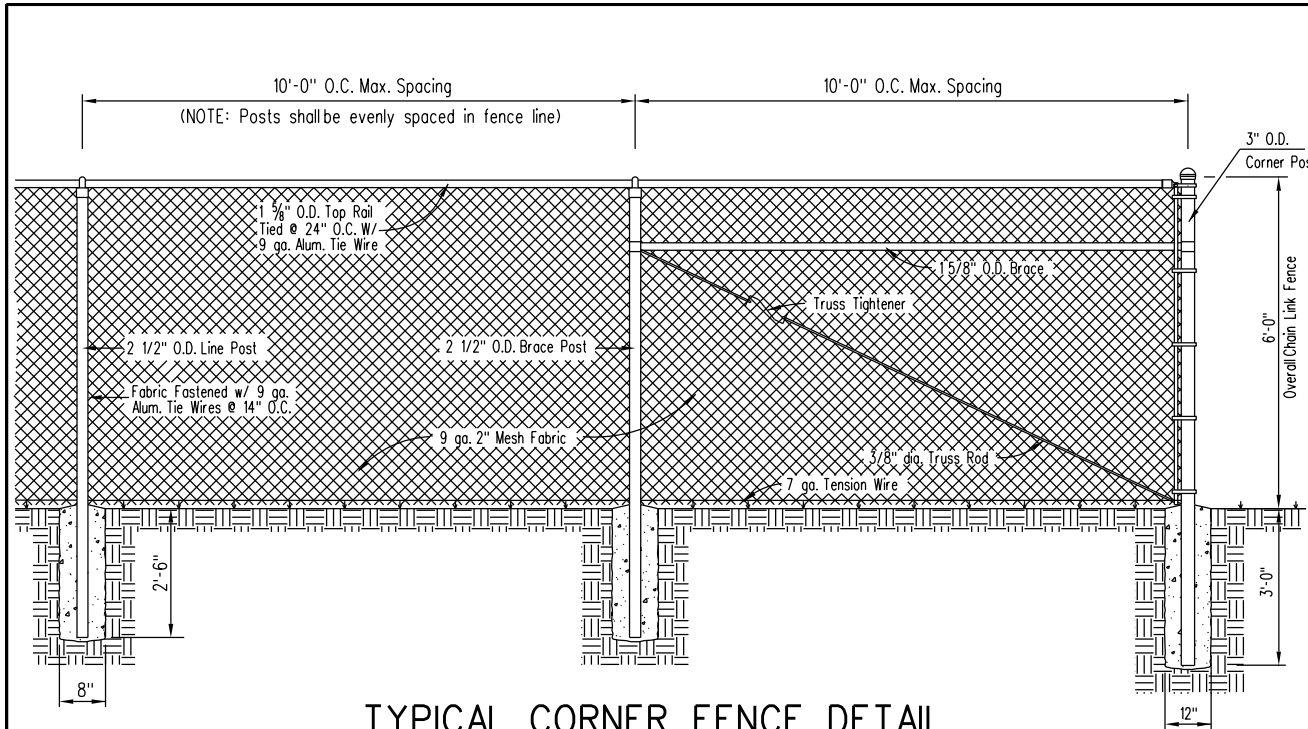
CITY OF MISSION

**CITY OF MISSION**  
**BIRDWELL PARK**  
**IMPROVEMENT PROJECT**

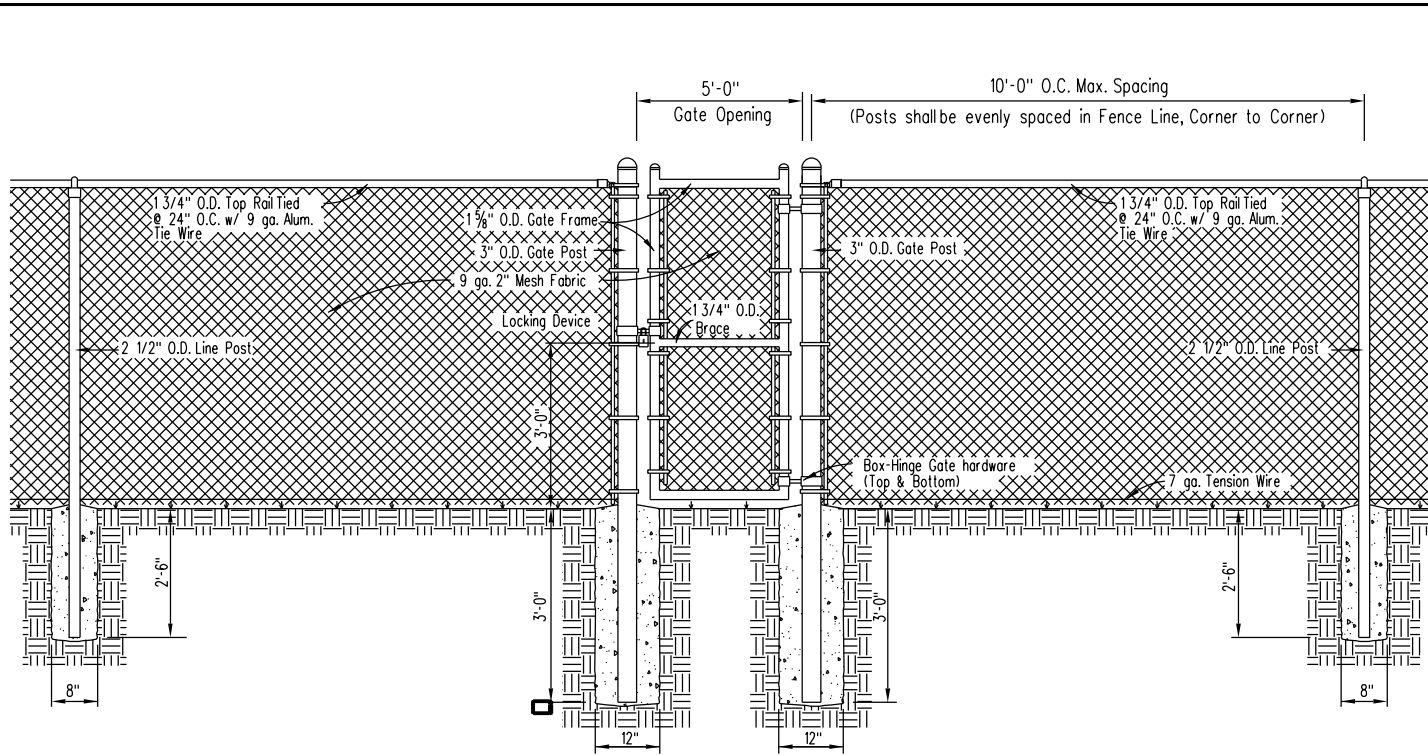
Project Name:	
CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT	
Date:	07-20-20
Project No:	005-20
Sheet Number:	
6 - 11	



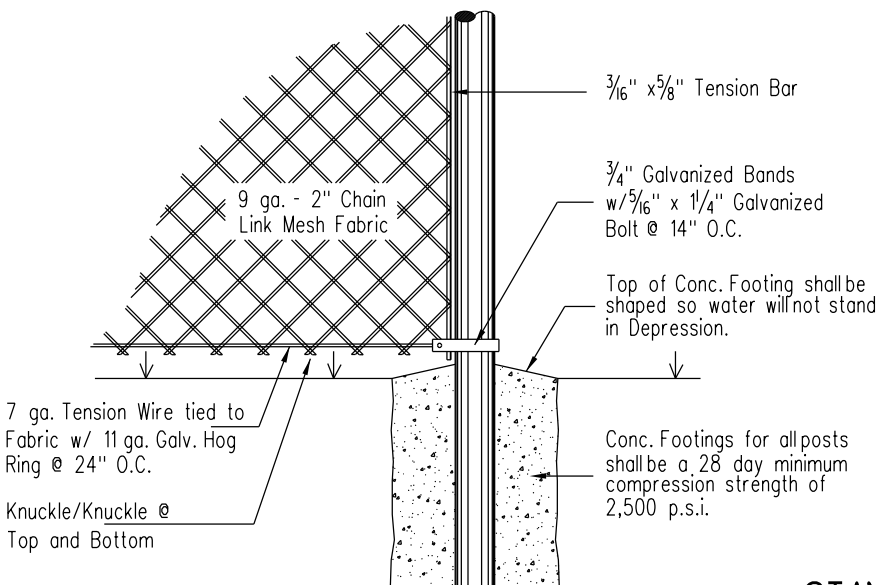




TYPICAL CORNER FENCE DETAIL  
NOT TO SCALE



TYPICAL WALK-THRU GATE DETAIL  
NOT TO SCALE



FENCE BOTTOM DETAIL  
NOT TO SCALE

STANDARD CHAIN LINK FENCE SPECIFICATIONS

STYLE FENCE :

CHAIN LINK FENCE TO BE APPROXIMATELY 6'-0" HIGH OVERALL WHEN ERECTED.

FABRIC :

HOT DIP GALVANIZED ( 2oz ) AFTER FABRICATION COATING "GAW", 72 INCHES HIGH, NO. 9 GAUGE WIRE WITH WOVEN 2" MECH, TOP AND BOTTOM SALVAGE TO BE TWISTED/TWISTED.

BOTTOM TENSION WIRE :

NO.7 GAUGE GALVANIZED TENSION WIRE FASTENED TO CHAIN LINK FABRIC WITH No. 11 GAUGE HOG RING ON 24" CENTERS.

TOP RAIL :

1-5/8" O.D. GALVANIZED SCHEDULE 20 PIPE WITH SWADGED END FITTINGS. FABRIC TIED TO TOP RAIL EVERY 24" WITH No. 9 GAUGE ALUMINUM TIE WIRE.

LINE POSTS :

8'-6" X 2-1/2" O.D. SCHEDULE 40 GALVANIZED PIPE. POSTS TO BE SPACED ON CENTERS ( "O.C." ) NOT TO EXCEED 10.0 FEET. FABRIC TO BE TIED TO LINE POSTS WITH No. 9 GAUGE ALUMINUM CLIPS ON 14" CENTERS ( "O.C." ).

TERMINAL POSTS :

END, CORNER, GATE AND PULL POSTS TO BE 9' X 3" O.D. SCHEDULE 40 GALVANIZED PIPE. POSTS TO BE EQUIPPED WITH 3/16" X 5/8" TENSION BARS, 3/4" TENSION BANDS AND 5/16" X 1/4" CARRIAGE BOLTS AND NUTS, BANDS OF APPROXIMATELY 14" CENTER.

NOTE :

3 Strands of 4 pt. Barbed Wire on Extension Arms Inclined 45° to the Plant Exterior: Extension Arms shall with stand Min. 280 lb Vert. Force. ( each strand of Barbed Wire shall consist of 2 strands of 12 1/2 ga. Line wire with 14 ga. Barbs @ 5" o.c. )

NOTE :

EXISTING FENCE SOUTH OF GYM TO BE TIED INTO PROPOSED FENCE.

GATE POSTS :

MAXIMUM OPENING 5'-0" SINGLE TO 10'-0" DOUBLE 3" O.D. SCHEDULE 40 GALVANIZED PIPE.

GATES :

FRAME TO BE 1-5/8" O.D. GALVANIZED PIPE WITH WELDED CORNERS. INTERNAL BRACING SHALL BE 1-5/8" O.D. PIPE, WITH 3/8" ADJUSTABLE TRUSS RODS. GATE HARDWARE TO BE BOX-HINGE TYPE TO ALLOW GATE TO SWING 90 DEGREES OR 180 DEGREES.

GATES LATCHES :

HEAVY DUTY FORK LATCH 1-5/8" X 2-7/8".

HARDWARE AND CAPS :

ALL FENCE FITTINGS AND GATE HARDWARE AND DOMED POLE CAPS ARE TO BE PRESSED STEEL.

ERECTION :

FENCE TO BE INSTALLED BY SKILLED AND EXPERIENCED FENCE ERECTORS ON LINES AND GRADES FURNISHED BY OWNER. ALL LINE POSTS TO BE SET IN CONCRETE FOUNDATION A MINIMUM OF 8" DIAMETER ACCORDING TO FENCE DETAIL AND A MINIMUM OF 30" DEEP. GATE AND CORNER POSTS SHALL BE SET IN A CONCRETE FOUNDATION A MINIMUM 12" DIAMETER ACCORDING TO FENCE DETAIL AND A MINIMUM OF 36" DEEP. CONCRETE FINISH TO BE 2" ABOVE GROUND LEVEL AND DOMED SO AS NOT TO HOLD WATER.



CITY OF MISSION

CITY OF MISSION  
BIRDWELL PARK  
IMRPOVEMENT PROJECT

Project Name:

CITY OF MISSION  
BIRDWELL PARK  
IMPROVEMENT PROJECT

Date: 07-20-20

Project No: 005-20

Sheet Number:

9 - 11

### PLAN VIEW

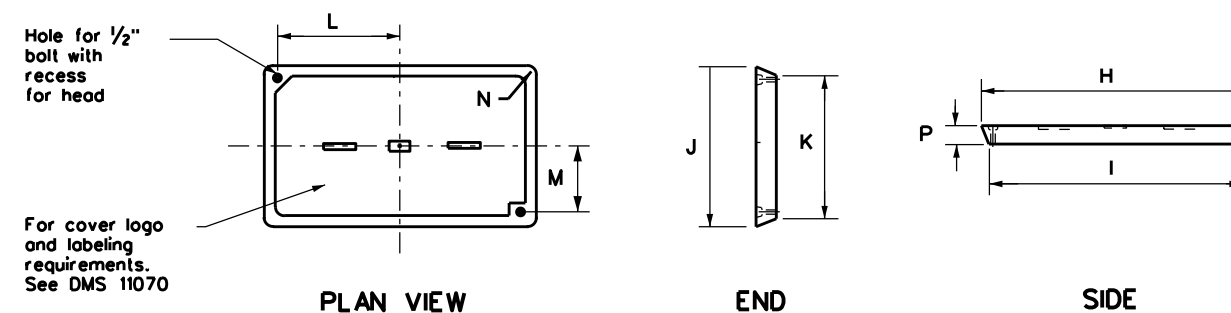
**SECTION A - A**

## APRON FOR GROUND BOX

- (1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bellend fittings.
- (2) Maintain sufficient space between conduits to allow for proper installation of bushing.
- (3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.
- (4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



## GROUND BOX COVER

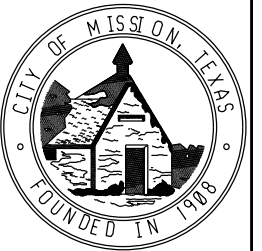
## GROUND BOXES

## A. MATERIALS

1. Provide polymer concrete ground box measuring 16x30x24 in. (WxLxD).
2. Ensure ground box cover is correctly labeled in accordance with DMS 11070.

## B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.



CITY OF MISSION

# CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT

Project Name:

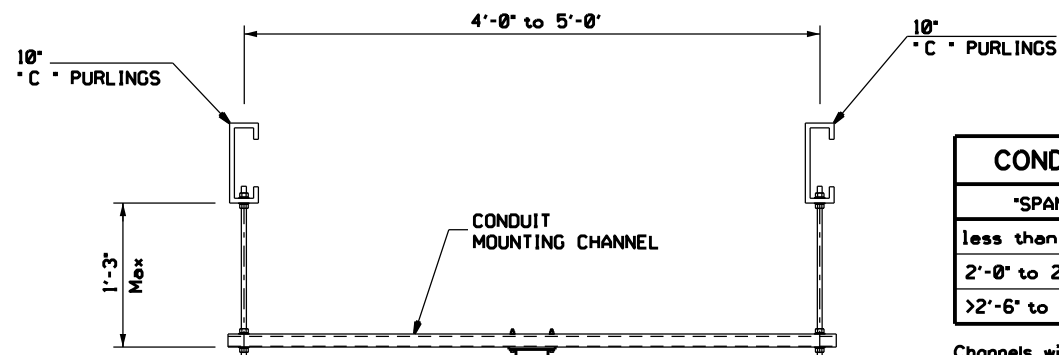
CITY OF MISSION  
BIRDWELL PARK  
IMPROVEMENT PROJECT

Date:	07-20-20
-------	----------

Project No:	005-20
-------------	--------

Sheet Number:

10 - 11

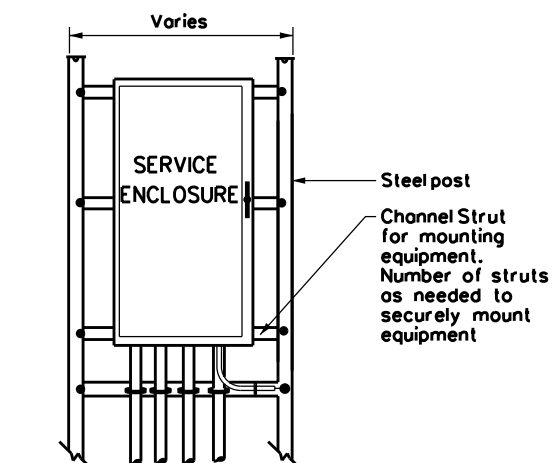


( Eclipse HBA-3 LED Light )

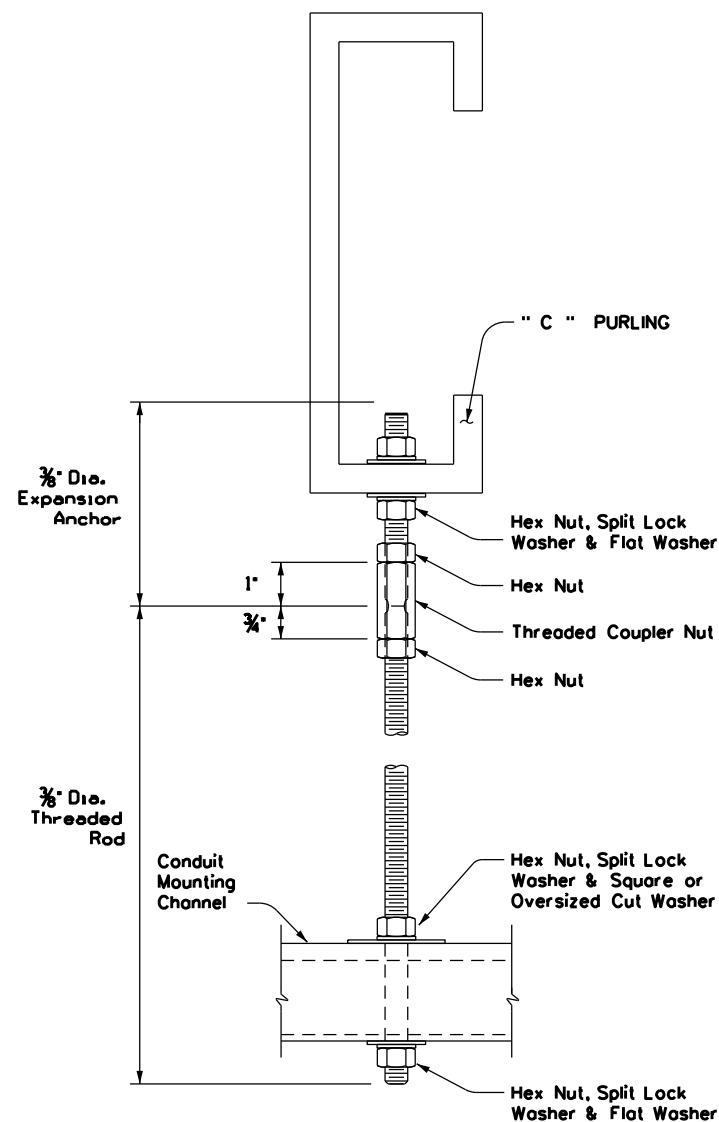
LIGHTING HANGING DETAIL

CONDUIT MOUNTING CHANNEL		
"SPAN"	"W" x "H"	"T"
less than 2'	1 5/8" x 1 3/8"	12 Ga.
2'-0" to 2'-6"	1 5/8" x 1 5/8"	12 Ga.
>2'-6" to 3'-0"	1 5/8" x 2 7/16"	12 Ga.

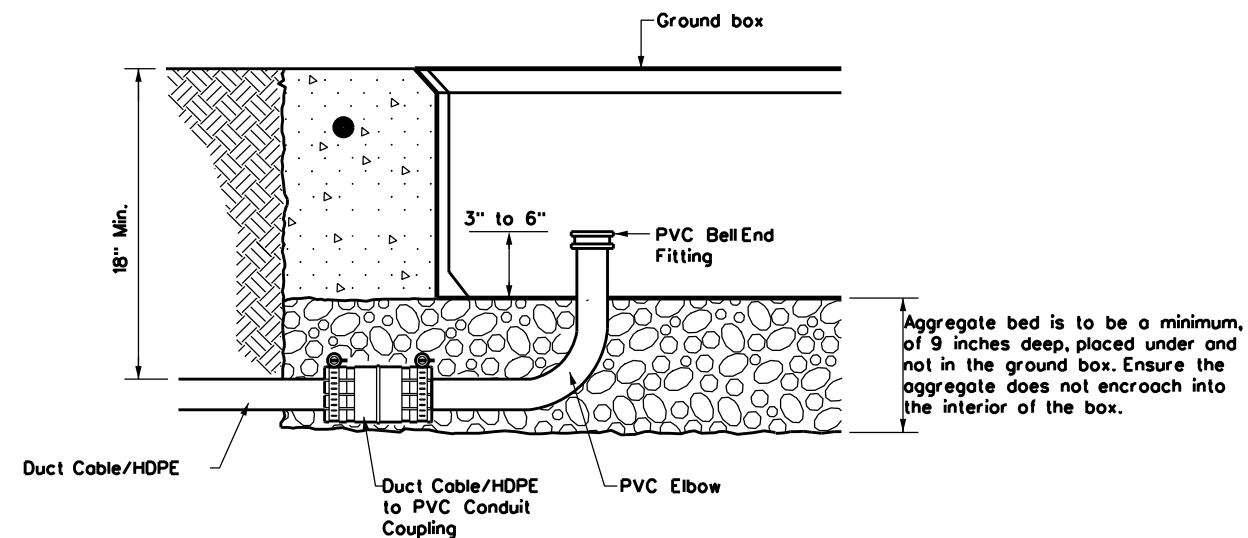
Channels with round or short slotted hole patterns are allowed, if the load carrying capacity is not reduced by more than 15%.



ELECTRICAL PANEL BOX

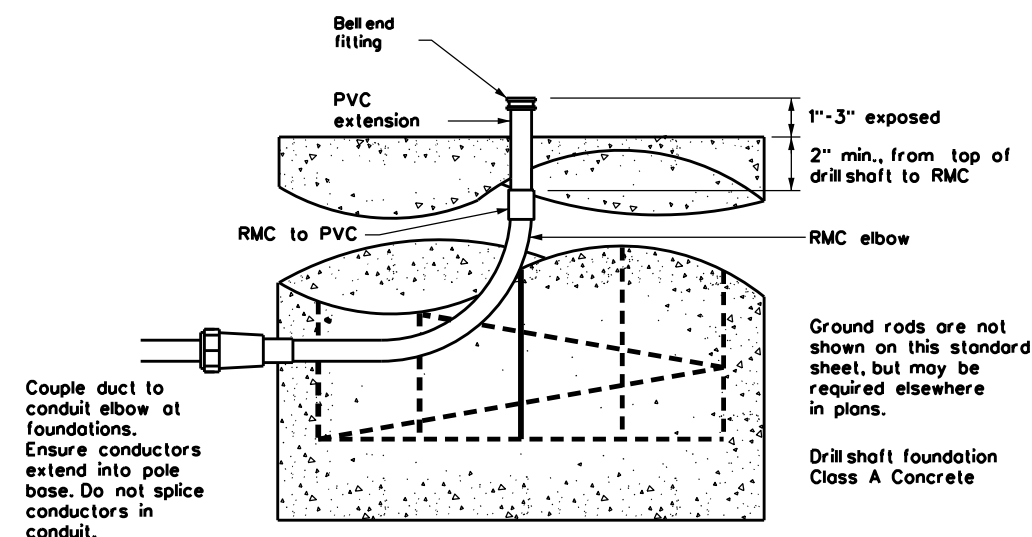


HANGER ASSEMBLY DETAIL

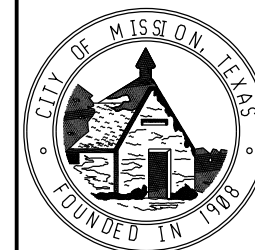


DUCT CABLE/HDPE AT GROUND BOX

When the upper end of an RMC Elbow does not enter the ground box, it may be extended with a SCH-40 PVC conduit nipple and bell end, provided there is a minimum of 18" of cover over all parts of the elbow. If not, a rigid extension and ground bushing is required.



DUCT CABLE / HDPE AT FOUNDATION



CITY OF MISSION

# CITY OF MISSION BIRDWELL PARK IMPROVEMENT PROJECT

Project Name:

CITY OF MISSION  
BIRDWELL PARK  
IMPROVEMENT PROJECT

Date: 07-20-20

Project No: 005-20

Sheet Number:

11 - 11