

## **NOTICE TO BIDDERS**

Notice is given that The City of Cleveland is now calling for bids for fencing a section of the **City of Cleveland Municipal Airport**. All sealed bids must be delivered to the attention of the City Secretary, City of Cleveland, 907 E. Houston Street, Cleveland, Texas 77327 and must be received by 2:00pm CST, **January 10, 2024**, at which time proposals will be opened and read aloud in the Council Chambers. All interested parties are invited to attend.

Bids are to be clearly labeled "**Fencing-Cleveland Municipal Airport 2024**". Any proposal received after the time set for opening will be rejected.

Specifications and bid packets may be obtained from Cleveland City Hall or from the City's website - **www.clevelandtexas.com** under Bid Opportunities. If you have any questions regarding this bid please contact Dickie Harbour, Airport Director at (281) 592-2667 or [dharbour@clevelandtexas.com](mailto:dharbour@clevelandtexas.com).

The City of Cleveland reserves the right to waive irregularities in bids, to reject any and all bids with or without cause, and to award the bid to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.

Bidder Conduct: To ensure a fair, equitable and competitive bid process for all participating Bidders, there shall be a No-Contact period lasting up until award of bid. During this time neither a bidder nor anyone acting on bidder's behalf may communicate with any City official, City employee or City agent other than the authorized contact person. During such time period, contact with the City may be through Dickie Harbour, Airport Director as the authorized contact person.

The City of Cleveland does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or provision of service.

**Scope of Work**  
**Cleveland Municipal Airport Fencing**

**1.0. GENERAL**

**1.1.** The purpose of this contract is to fence approximately 5,900 ft along the West side of the Cleveland Municipal Airport.

**1.2.** The City of Cleveland will consider a bidder's past performance in determining the best bid. City of Cleveland, in its sole judgment, may exclude any bidder that the City of Cleveland determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to bidder's performance on previous projects and whether a bidder has ever been suspended by a governmental body from bidding eligibility.

**2.0. SERVICES**

**2.1.** The Contractor shall provide fence for approximately 5,900 ft along the West side of the Cleveland Municipal Airport.

**2.2.** The City reserves the right to reduce the length of the scope dependent on available funds.

**2.3.** All work must be coordinated with Airport Director prior to commencement.

**2.4.** The contractor shall use equipment and perform work in a manner to prevent damages to airport infrastructure and fields. Contractor will be responsible for all damages caused by contractor and will be responsible for returning property to at least pre-existing conditions.

**2.5.** The Contractor shall conduct the work in cooperation with airport personnel and so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

**2.6.** The City of Cleveland reserves the right to inspect the site, verify quantities and review operations at any time.

**2.7.** All work shall be accomplished in a safe manner.

**2.8.** Should the contractor fail to comply with any of the regulations stated, the contract may be terminated by the City of Cleveland and awarded to another contractor.

**2.9.** Contractor shall carry a minimum of \$1,000,000 General Liability Insurance and shall meet such other insurance requirements as set forth in the Contract which is incorporated herein.

**2.10.** By submitting a bid, Bidder agrees to the terms and conditions of the Construction Contract attached hereto as Exhibit "A" and incorporated herein by reference.

**Minimum Specification for  
Cleveland Municipal Airport Fencing**

1. 6' 9 gauge commercial chain link fence.
  - a. GAW (Galvanized after weaving).
  - b. KT (Knuckle twist).
2. 2 7/8" schedule 40 terminal post set in concrete.
3. 2 3/8" schedule 40 line post set in concrete (maximum set of 10' apart).
4. 1 5/8" schedule 40 top rail.
5. 9 gauge tension wire at the bottom of fence.
6. 9 gauge hog rings connected to the tension wire.
7. 3 strands of 12 1/2 gauge, 4 point barbed wire on top.

**Example Pictures  
Cleveland Municipal Airport Fencing**



a. Example image of current airport fence



b. Example image of current airport fence

**Example Pictures**  
**Cleveland Municipal Airport Fencing**



c. Example image of current airport fence

**Bid Sheet**  
**Cleveland Municipal Airport Fencing**

1. Fencing West side of the Cleveland Municipal Airport as outlined in attached map approximately 5,900 ft.

\$ \_\_\_\_\_ Cost of linear foot

\$ \_\_\_\_\_ Estimated total cost of completed fence at 5,900ft

\_\_\_\_ Copy of required level of insurance. If current insurance is not to the level required, and you will provide the appropriate after awarded contract but before commencing to perform work please sign here \_\_\_\_\_.

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Contact Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ if different from contact please

provide Name \_\_\_\_\_

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

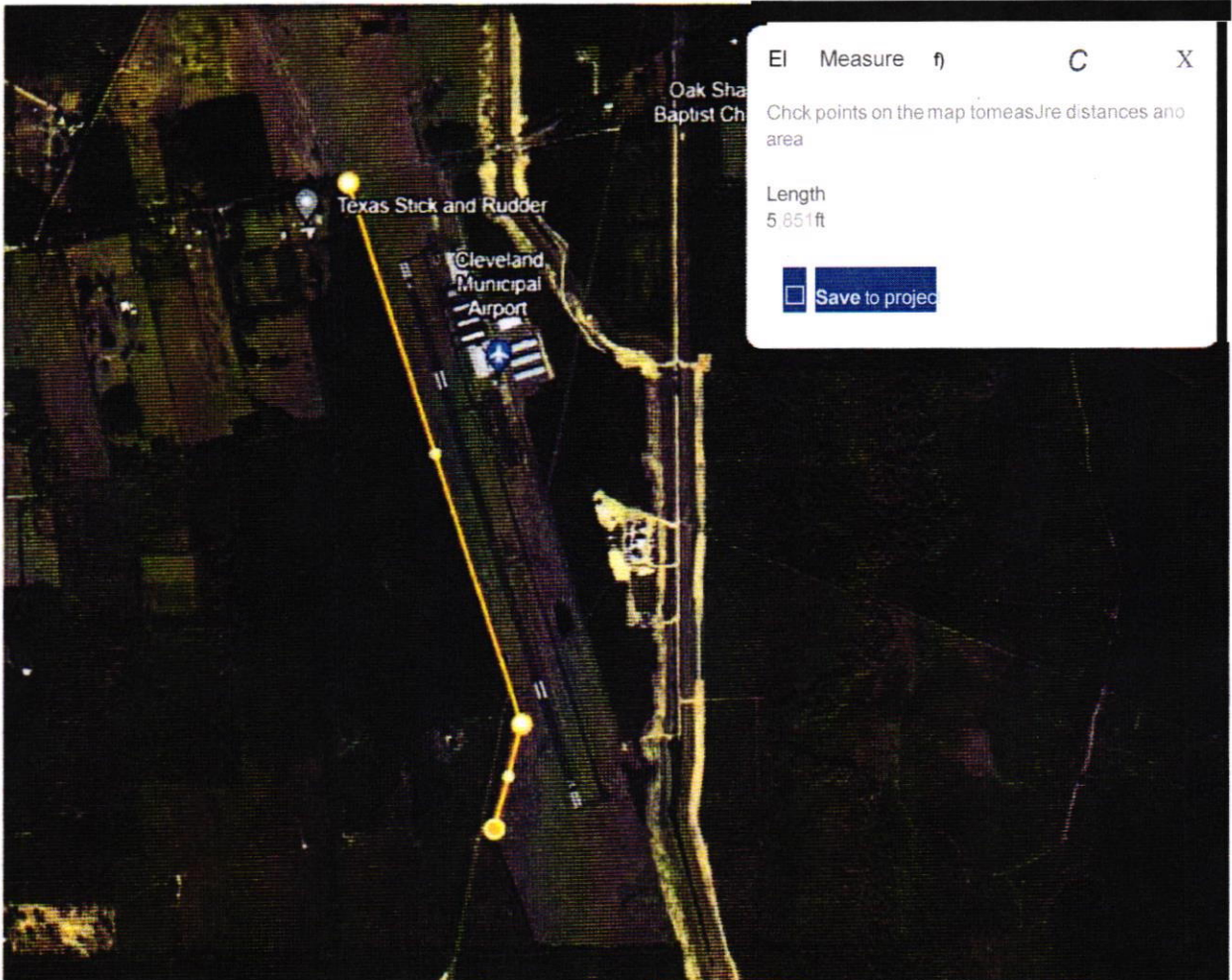
**Governmental References:** (Government name, contact person, phone number, e-mail address, date and description of project, project cost).

1.

2.

3

Map of Area to be Fenced  
Cleveland Municipal Airport Fencing



## EXHIBIT "A"

### CONTRACT FOR CONSTRUCTION Of CLEVELAND MUNICIPAL AIRPORT FENCING

CONTRACT NO. \_\_\_\_\_

This Contract by and between the **City of Cleveland**, a Texas home-rule municipality (the "City") and \_\_\_\_\_ (the "Contractor"), for the following work: **construction of perimeter fencing for the City's municipal airport.**

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide construct and install the project described in the Scope of Services attached hereto as Exhibit A and incorporated by reference (the "Project"). The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor a total amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.00). City shall pay Contractor on a monthly basis commensurate with the percentage of completion of the Project and upon request for payment as set forth herein. All payment due hereunder shall be made within thirty (30) calendar days from the date of City's receipt of invoice from Contractor and upon City's approval of the work performed on the Project.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel or agents of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager provided that the change order does not increase the amount set forth in paragraph 2 of this Contract by more than \$50,000.00 nor by more than 25%. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. Contractor shall furnish evidence of and keep in force during the term of this Contract the following insurance coverage in the minimum amounts stated. The

carrier must be rated "A:VIII" or better under the current A. M. Best Key Rating Guide with an endorsement listing the City as an additional insured and further providing "primary and non-contributory" language with regard to any insurance the City may have or obtain:

a. General Commercial Liability:

Bodily injury - \$1,000,000 per occurrence  
- \$1,000,000 per incident  
Property damage - \$500,000

b. Business Automobile Liability: Minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

c. Workers' Compensation Insurance: As per applicable law.

6. **Time is of the essence on this Contract.** The Contractor shall commence the work described in Exhibit "A" herein within ten (10) days from execution of this Contract and shall complete all work as soon as reasonably possible exercising due diligence in the execution thereof.
7. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and evidence of insurance from Contractor to City have been met.
8. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as described above. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.
9. **It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**
10. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of**

**action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

11. The City may be exempt from payment of state and local sales and use taxes on labor and materials incorporated into the Project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the Project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
12. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to all safety and health regulations, the Immigration Reform and Control Act (IRCA) and all ordinances and regulations which in any manner affect the conduct of the work.
13. At any time the City may terminate the Project for convenience in writing. At such time, the City shall notify Contractor, in writing, which shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
14. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
15. This Contract may only be amended by written instrument approved and executed by the parties.
16. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
17. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
18. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Liberty County, Texas.

19. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
20. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
22. This Contract will be effective when duly approved by the parties hereto.
23. Verification and Certification No Boycott. To the extent applicable and by signature below Contractor verifies and certifies the following:
  - a. Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.
  - b. Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Contract against a firearm entity or firearm trade association; and
  - c. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.
  - d. Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, verifies and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents do hereby affix our signatures hereto.

**CONTRACTOR:**

\_\_\_\_\_

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

\_\_\_\_\_

Date

**CITY:**

**CITY OF CLEVELAND**

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

Danny Lee, Mayor

ATTEST:

\_\_\_\_\_  
Alice Rios, City Secretary

**Exhibit "A"**  
**SCOPE OF SERVICES**