

BID FORM

PROJECT IDENTIFICATION: MacArthur Park Dog Park
Bid No. Q-0513-01
Coppell, Texas

BID OF HQS CONSTRUCTION LLC DATE 5/2/13
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: City of Coppell (hereinafter called OWNER)
c/o Purchasing Agent
255 Parkway Boulevard
P.O. 9478
Coppell, Texas 75019

CITY OF COPPELL BID NO: Q-0513-01

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No: N/A _____
Date: _____
Rec'd: _____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports of exploration and tests of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.

BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (i) It is understood and agreed that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.
 - (j) It is understood and agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for otherwise in the Contract Documents.
4. It is understood and agreed that all work under this contract will be completed within the bid calendar days. Completion date will be established in the Notice to Proceed. It is understood that time of completion will be a consideration in the award of the bid.
 5. It is understood and agreed that the contractor's experience in this type of work will be a strong consideration in the award of the bid.
 6. It is strongly recommended that each BIDDER visit the site prior to submitting a bid. Construction constraints exist, including pedestrian access through the park, and limited staging areas, which could affect productivity.
 7. BIDDER will complete the Work for the following price(s):

BASE BID PROPOSAL – MAC ARTHUR PARK DOG PARK

Item No.	Spec. Item	Estimated Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
1		1	LS	Mobilization @ _____ Dollars And _____ Per Unit	\$ <u> / </u>	\$ <u>11,200.</u>
2		2	EA	Furnish and Install Project Sign @ _____ Dollars And _____ Per Unit	\$ <u>800</u>	\$ <u>1,600.</u>
3		1,755	LF	Furnish and Install 5' Black Vinyl Coated Chainlink Fence @ _____ Dollars And _____ Per Unit	\$ <u>22</u>	\$ <u>38,610.</u>
4		7,094	SF	Construct 4" Reinforced Concrete @ _____ Dollars And _____ Per Unit	\$ <u>6</u>	\$ <u>42,564</u>
5		1,470	LF	Construct 16" Mow Strip @ _____ Dollars And _____ Per Unit	\$ <u>13</u>	\$ <u>19,110.</u>
6		86,376	SF	Grading @ _____ Dollars And _____ Per Unit	\$ <u>0.18</u>	\$ <u>15,547.68</u>
7		86,376	SF	Furnish and Install Soil Preparation for Sodding @ _____ Dollars And _____ Per Unit	\$ <u>0.10</u>	\$ <u>8,637.60</u>
8		80	CY	Furnish and Install Import Fill for Existing Swale (Large Dog Area) @ _____ Dollars And _____ Per Unit	\$ <u>30</u>	\$ <u>2,400.</u>

Item No.	Spec. Item	Estimated Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
9		531	CY	Furnish and Install Top Soil (Sod Area – 2" Depth) @ _____ Dollars And _____ Per Unit	\$ <u>43</u>	\$ <u>22,833</u>
10		86,376	SF	Furnish and Install Common Bermuda Sod @ _____ Dollars And _____ Per Unit	\$ <u>0.38</u>	\$ <u>32,822.88</u>
11		8,122	LF	Furnish and Install Common Bermuda Sod (Off-Site) @ _____ Dollars And _____ Per Unit	\$ <u>0.38</u>	\$ <u>3,086.36</u>
12		20	LF	Furnish and Install 24" HDPE Pipe @ _____ Dollars And _____ Per Unit	\$ <u>60</u>	\$ <u>1,200</u>
13		2	EA	Furnish and Install Concrete Head Wall @ _____ Dollars And _____ Per Unit	\$ <u>800</u>	\$ <u>1,600</u>
14		1	EA	Furnish and Install Small Dog Sign @ _____ Dollars And _____ Per Unit	\$ <u>400</u>	\$ <u>400</u>
15		1	EA	Furnish and Install Large Dog Sign @ _____ Dollars And _____ Per Unit	\$ <u>400</u>	\$ <u>400</u>
16		1	EA	Furnish and Install Bulletin Board @ _____ Dollars And _____ Per Unit	\$ <u>1,600</u>	\$ <u>1,600</u>

Item No.	Spec. Item	Estimated Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
17		1	EA	Furnish and Install Park Rules Sign @ _____ Dollars And _____ Per Unit	\$ <u>1,000</u>	\$ <u>1,000</u>
18		40	LF	Furnish and Install 1" Electrical Conduit @ _____ Dollars And _____ Per Unit	\$ <u>10</u>	\$ <u>400</u>
19		86,376	SF	Furnish and Install Irrigation System @ _____ Dollars And _____ Per Unit	\$ <u>0.30</u>	\$ <u>25,912.80</u>
20		3	MO	Provide routine landscape maintenance @ _____ Dollars And _____ Per Unit	\$ <u>4,000</u>	\$ <u>12,000</u>

TOTAL BASE BID PRICE (Items 1 through 20): \$ 242,924.32

ALTERNATE BID PROPOSAL – MAC ARTHUR PARK DOG PARK

Item No.	Spec. Item	Estimated Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
21		1,755	LF	In lieu of Base Bid Item 3, Furnish and Install 5' Galvanized Chainlink Fence @ _____ Dollars And _____ Per Unit	\$ <u>19</u>	\$ <u>33,345</u>
22		7	EA	Furnish and Install Bench @ _____ Dollars And _____ Per Unit	\$ <u>1,700</u>	\$ <u>11,900</u>
23		1	LS	Furnish and Install 30' x 30' Shade Structure @ _____ Dollars And _____ Per Unit	\$ <u>/</u>	\$ <u>10,500</u>
24		7	EA	Furnish and Install Pet Waste Station @ _____ Dollars And _____ Per Unit	\$ <u>700</u>	\$ <u>4,900</u>
25		2	EA	Furnish and Install Drinking Fountain with Dog Bowl @ _____ Dollars And _____ Per Unit	\$ <u>7,000</u>	\$ <u>14,000</u>
26		1	EA	Furnish and Install Pet Comfort Station @ _____ Dollars And _____ Per Unit	\$ <u>6,500</u>	\$ <u>6,500</u>
27		1	EA	Furnish and Install 1" Water Meter @ _____ Dollars And _____ Per Unit	\$ <u>2,200</u>	\$ <u>2,200</u>

Item No.	Spec. Item	Estimated Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
28		1	EA	Furnish and Install 1" Backflow Preventor @ _____ Dollars And _____ Per Unit	\$ <u>600</u>	\$ <u>600</u>
29		336	LF	Furnish and Install 1" Water Line @ _____ Dollars And _____ Per Unit	\$ <u>10</u>	\$ <u>3,360</u>
30		8	EA	Furnish and Install Landscape Boulders @ _____ Dollars And _____ Per Unit	\$ <u>1,000</u>	\$ <u>8,000</u>
31		260	LF	Furnish and Install 1" Electrical Conduit @ _____ Dollars And _____ Per Unit	\$ <u>10</u>	\$ <u>2,600</u>

TOTAL ALTERNATE BID PRICE (Items 21 through 31): \$ 97,905.00

BID SUMMARY – BID NO. Q-0513-01

MacArthur Park Dog Park

TOTAL – BASE BID ITEMS	\$ <u>242,924.32</u>
Tangible Personal Property Cost (Base Bid)	\$ <u>109,315.94</u>
TOTAL – ALTERNATE BID ITEMS	\$ <u>97,905.00</u>
Tangible Personal Property Cost (Alternate Bid)	\$ <u>44,057.25</u>

	TOTAL PRICE BID	TOTAL CALENDAR DAYS BID
TOTAL – Base Bid	\$ <u>242,924.32</u>	<u>90</u> days
TOTAL – Alternate Bid	\$ <u>97,905.00</u>	<u>10</u> days

In Words:

Total Price Bid - (BASE BID + ALTERNATE) \$340,829.32
_____ dollars.

Total Calendar Days Bid - 100 days.

1. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
2. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Instructions to Bidders).
3. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The City of Coppell reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

PROPOSAL GUARANTY

- **A Proposal Guaranty shall be provided in accordance with Item 102.5 of the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.**

SUBMITTED ON 5/2/2013

Signature:



BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be ninety (90) calendar days from the date of the bid opening.

STATE OF Tx COUNTY OF Collin

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Tx, on this day personally appeared SHAHID RASUL who after being by me
Name
duly sworn, did depose and say:

"I, SHAHID RASUL am a duly authorized office/agent for
Name
HQS CONSTRUCTION LLC and have been duly authorized to execute the
Name of Firm

foregoing on behalf of the said HQS CONSTRUCTION LLC
Name of Firm

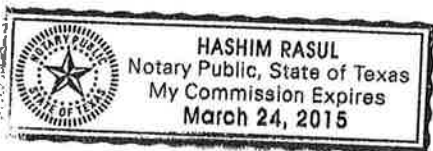
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/ commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: HQS CONSTRUCTION LLC
P.O. Box 250771, Plano, TX 75025

Telephone: (972) 208.2349 by: SHAHID RASUL

Title: Pres Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named SHAHID RASUL
on this the 1st day of May 2013



Notary Public in and for the State of Tx
[Signature]

If BIDDER IS:
An Individual

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address _____

Phone No. _____

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)

Business address _____

Phone No. _____

A Corporation

By HQS CONSTRUCTION LLC
(Corporation Name)

Tx
(State of Incorporation)

By SHAHID RASUL
(Name of person authorized to sign)

PM
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address _____

Phone No. _____

A Joint Venture

By _____
(Name) (Address)

By _____
(Name) (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)

**CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to 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.

**OFFICE USE
ONLY**

Date
Received

1 Name of person doing business with local governmental entity.

SHAHID RASUL

2 Check this box if you are filing an update to a previously filed questionnaire.

N/A

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

N/A

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES. *N/A*)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6


Signature of person doing business with the governmental entity

5/2/13
Date



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we HQS Construction, LLC dba Irricon Construction as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Coppell as obligee, hereinafter called the Obligee, in the sum of **Five Percent of Greatest Amount Bid** Percent (**5%**) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for MacArthur Park Dog Park, Bid # Q-0513-01

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 2nd day of May, 2013.

HQS Construction, LLC dba Irricon Construction

(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: _____

Jennifer Picchi

, Attorney-in-Fact

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Allen Sparks, Eric Lesch, Lisa Borhaug, Roger Bales, Jennifer Picchi

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

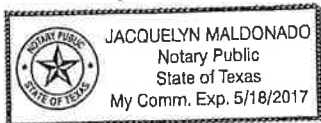


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of May, 2013, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.