
TRANSMITTAL OF ADDENDUM 1

INSTRUCTIONS:

1. **ACKNOWLEDGE RECEIPT OF ADDENDUM IN PROPOSAL, ON OUTER ENVELOPE OF BID.**
-

I acknowledge the receipt of Addendum No. 1

City of Coppell

PROJECT NAME:

Panel Pavement Replacement

February 14, 2022

**CHARLES ELLIS
PROCUREMENT SERVICES DEPARTMENT
(972) 304-3643**

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<p>For this project, the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition, the City of Coppell Standard Construction Details (Ord.#2006-1129), and Appendix ‘C’ Design Criteria and Standards in the City of Coppell Subdivision Ordinance (Ord.#94-643) shall govern all work to be done, together with any additional Supplementary Conditions, Specific Project Requirements, General Notes, Description of Pay Items and/or Technical Specifications included herein.</p>	
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***SECTION 1
BIDDING
DOCUMENTS***



NOTICE TO BIDDERS

The City of Coppell is accepting bids for the **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A**. The work shall consist of the removal and replacement of 4,971 square yards of 10” reinforced concrete street pavement, 5,473 square yards of 8” compacted flex base subgrade, 4,841 square yards of 8” reinforced concrete street pavement, 5,232 square yards of 6” compacted flex base subgrade, 217 square yards of 8” reinforced concrete driveway, 16 square yards of 6” reinforced concrete driveway, 2 stamped colored concrete road humps, 84 square yards of 4” concrete sidewalk, 3 Barrier Free Ramps, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project. **This project will consist of Falcon Ln. to be started and completed in the summer when school is out.**

Digital copies of all bidding documents can be downloaded at www.BidSync.com. To ensure proper notification of addendums, Bidders shall ensure they are registered plan holder on the plan holder’s list.

Sealed bids addressed to the Purchasing Agent, City of Coppell, Texas, for the construction of **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A** will be received in the Purchasing Office at the City of Coppell Town Center, 255 Parkway Boulevard, **until 2:00 PM, Thursday, March 3, 2022**, and then publicly opened and read aloud remotely via a Zoom meeting. Each Bidder shall submit two original identical copies and one digital copy on USB drive of this bid with the City of Coppell **Bid No. Q-0322-02** designated clearly on the exterior of the bid envelope.

A Non-Mandatory **Pre-Bid Conference** has been scheduled for this project at the Coppell City Hall (255 Parkway Boulevard) at **2:00 PM on Thursday, February 24, 2022**. The conference is not mandatory; however, all interested bidders are strongly encouraged to attend. The city is following social distancing protocols, and face masks are required to be worn in the building.

The Owner reserves the right to reject any or all bids and to waive formalities. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. **NO BID TRANSMITTED BY FAX WILL BE ACCEPTED.**

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done.

Complete sets of bidding documents must be used in preparing Bids; the City of Coppell assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

NO SALES TAX ON TANGIBLE PERSONAL PROPERTY INCORPORATED INTO OR MADE A PART OF THE PROJECT. The bidder shall not include or provide for sales tax on tangible personal property to be incorporated into the project. (Note: This procedure may not be used, however, for materials which do not become a part of the finished product, such as, equipment rental or purchase, form materials, etc.). In order to be exempt from the sales tax on such tangible personal property, the contract shall separate and provide separate charges for materials to be incorporated into the project from charges for labor. The City will provide the Contractor with an exemption certificate for the materials. The contractor is expected to issue a resale certificate in lieu of paying a sales tax at the time of purchase. The bidder shall show the cost of materials (tangible personal property) in the space provided on the bid form. The successful bidder's bid form will be used to develop a separated contract and determine the extent of the tax exemption.



INVITATION TO BID

Return Bid To: City of Coppell
Procurement Services Department
255 Parkway Blvd.
Coppell, Texas 75019

The enclosed *Invitation to Bid* and accompanying *Specifications with Bid Sheets* are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppell. **Sealed bids shall be received no later than: 2:00 p.m., Tuesday, March 3, 2022, CST at: 255 Parkway Blvd, Coppell, TX 75019.**

PRE-BID MEETING

A Pre-Bid meeting, which includes a virtual environment, will be held at 2:00 p.m., CST, Thursday, February 24, 2022, at the City of Coppell, 255 Parkway Blvd, Coppell, TX 75019.

Pre-Bid meeting – February 24, 2022, 2:00 p.m.

Join Zoom

https://us02web.zoom.us/webinar/register/WN_kYO_u60tTpirVkb72aecSQ

Bid Open – March 3, 2022, 2:00 p.m.

Join Zoom

https://us02web.zoom.us/webinar/register/WN_0Ed9MjafR0-TSiafKjq1Pw

Please reference **Bid No. Q-0322-01 Panel Pavement Repair**, in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Procurement Services Department.

The City of Coppell appreciates your time and effort in preparing a bid. Please note that all **bids must be received at the designated location by the deadline shown**. Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Bid opening is scheduled to be held at 255 Parkway Boulevard, Coppell, Texas. **You are invited to attend.**

BIDDING AND CONTRACT DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard Specifications for Public Works Construction - North Central Texas Council of Governments Fourth Edition and the Supplementary Conditions of Agreement have the meanings assigned to them in these General Conditions. The term "Bidder" means one that submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible Bidder, as determined after review of calendar days, overall price, and qualifications, to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, the Bid Form, the Construction Plans and Specifications, and the proposed Contract Documents (including all Addenda issued prior to receipt of bids). Specific defined terms are:

Owner: Wherever the word "OWNER" is used in the specifications and Contract Documents, it shall be understood as referring to the City of Coppell, Texas.

Engineer: Wherever the word "Engineer" is used in the Specifications and Contract Documents, it shall be understood as referring to the City Engineer or his authorized representative, City of Coppell, P.O. Box 9478, Coppell, Texas 75019.

Inspector: The authorized representative of the City of Coppell assigned to observe and inspect any or all parts of the work and the materials to be used therein.

2. Scope of Work.

The work shall consist of the removal and replacement of 4,971 square yards of 10" reinforced concrete street pavement, 5,473 square yards of 8" compacted flex base subgrade, 4,841 square yards of 8" reinforced concrete street pavement, 5,232 square yards of 6" compacted flex base subgrade, 217 square yards of 8" reinforced concrete driveway, 16 square yards of 6" reinforced concrete driveway, 2 stamped colored concrete road humps, 84 square yards of 4" concrete sidewalk, 3 Barrier Free Ramps, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project. **This project will consist of Falcon Ln. to be started and completed in the summer when school is out.**

Work shall include all components necessary for the "turn key" construction of the project as shown in the plans for the **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A**. It will be necessary to maintain access to the adjacent properties at all times throughout the project. The project contractor shall be responsible for all traffic control and any additional work necessary to maintain the safe operation of traffic through the project site.

3. Copies of Bidding Documents.

- 3.1 Digital copies of all bidding documents can be downloaded at www.BidSync.com. To ensure proper notification of Addendums, Bidders shall ensure they are a registered plan holder on the plan holder's list. The following general requirements pertain to the Bidding Documents:
- A) No bidding documents will be issued later than two (2) days prior to the bid opening date.
 - B) After award of the Contract, the successful Bidder will be furnished five (5) sets of Contract Documents at no charge. Additional sets over five (5) will be furnished for \$50.00 per set.
- 3.2 Complete sets of Bidding Documents must be used in preparing Bids; the City of Coppell assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. No partial sets of plans, specifications or proposal forms will be issued.
- 3.3 The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

4. Qualifications of Bidders.

The Bidder shall submit within five (5) days of the Owner's request such evidence as the Owner may require to establish his financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. Submissions will be made to City Engineer, City of Coppell, 265 Parkway Boulevard, Coppell, Texas. The required information to be submitted shall consist of, but shall not necessarily be limited to, the following:

- A. Current Project Experience (within five [5] days if requested).

A list of all projects presently under construction by the bidder including approximate cost and completion date shall be submitted upon request.

- B. Past Project Experience (required to be submitted within five [5] days if requested).
The Bidder shall submit a list of comparable projects completed within the previous five years including approximate cost(s), quantities, and completion date(s).

- C. Equipment (within five [5] days if requested).

The Bidder shall provide a list of equipment, which will be used on this project.

The Bidder shall demonstrate that he has adequate equipment to complete this project, properly and expeditiously and shall state what additional equipment, if any, that he must rent/lease as may be required to complete this project.

D. Financial (within five [5] days if requested).

Each Bidder shall be prepared to submit upon request of the Owner a balanced financial statement with no evidence of threatening losses as evidenced by an audited certified financial statement (current within the last six (6) months of bid date). This information will be used to confirm that the Bidder has suitable financial status to meet obligations incidental to performing the work.

E. Technical Experience.

The Bidder shall demonstrate to the satisfaction of the Owner that he has the technical experience to properly complete this project.

F. Proof that the bidder maintains a permanent place of business.

5. Conflict of Interest.

City Charter states that no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or services. This prohibition does not apply when the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one percent (1%) of the corporation stock. Any violation of this prohibition will constitute malfeasance in office. Any officer or employee of the City found guilty thereof should thereby forfeit his office or position. Any violation of this prohibition with the knowledge, expressed or implied, of the persons or corporations contracting with the City shall render the contract voidable by the City Manager or the City Council. By submitting a bid, the Contractor represents that no employee or officer of the City has an interest in the Contractor.

6. Examination of Contract Documents and Site.

6.1 Access to the site shall be from **Dividend Drive, Mockingbird Lane, and Falcon Lane**. It shall be the Contractor's responsibility before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents. Failure to make these examinations shall in no way relieve any Bidder from the responsibility of fulfilling all the terms of the contract, without additional cost to the OWNER.

6.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the

Owner by Owners of such underground Facilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof. All existing structures, improvements, and utilities shall be adequately protected, at the expense of the Contractor, from damage that might otherwise occur due to construction operations. Where construction comes in close proximity to existing structures or utilities, or if it becomes necessary to move services, poles, guy wires, pipelines, or other obstructions, it shall be the Contractor's responsibility to notify and cooperate with the utility or structure owner. The utility lines and other existing structures shown on the plans are for information only and are not guaranteed by the City to be complete or accurate as to location and/or depth. It shall be the Contractor's responsibility to verify locations and depths sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation of proposed improvements as indicated in the plans. The Contractor shall be liable for damage to any utilities resulting from the construction of this project.

- 6.3 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.4 On request in advance, the Owner will provide each Bidder access to the site to conduct explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions, according to the City standards, upon completion of such explorations.
- 6.5 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Contract documents.
- 6.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7. Interpretations and addenda.

- 7.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing Agent. Interpretations or clarifications considered necessary by the Purchasing Agent in response to such questions will be issued by Addenda mailed or delivered to all bidders recorded as having received the Bidding Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications

will be without legal effect. Each Bidder shall acknowledge on the bid proposal that all Addenda issued have been received.

- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

8. Contract Time.

- 8.1 The time of completion of the project will be set through the bidding technique used in the Proposal Form. All work shall be complete within the calendar day count required by the Contractor's Proposal. The calendar day count shall commence ten (10) calendar days after the date of the Notice to Proceed or when the contractor begins work, whichever comes first. A more detailed explanation of the bidding technique and completion time is given in Item 1.6 of the Specific Project Requirements.
- 8.2 Prior to the issuance of the Notice to Proceed by the Owner, the Contractor shall submit a detailed Progress and Schedule chart to the Owner for approval.
- 8.3 Extension of the contract time shall be based on a Change Order or written amendments as specified in Item 1.36 of the General Provisions.

9. Liquidated Damages.

Provisions for liquidated damages are set forth in the Contract and Item 1.6 of the Specific Project Requirements.

10. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. No substitutions should be considered during the bidding process.

11. Subcontractors, Suppliers, and Others.

- 11.1 If the Owner requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to the Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the request submit to the Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is requested. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, supplier, person or organization if requested by the Owner. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, before the Notice of

Award is given, request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price may be increased (or decreased) by the difference in cost occasioned by such substitution, and the Owner may consider such price adjustment in evaluating Bids and making the contract award.

If the apparent Successful Bidder declines to make any such substitution, the Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, other persons, and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder.

- 11.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

12. Bid Proposal.

- 12.1 Two (2) completed Bid Proposals must be submitted in a sealed envelope as described in Item 15. The blank spaces in the Bid Form shall be filled in for each item for which a quantity is given and the Bidder shall state the price for which he proposes to do each item of work. All blanks on the bid form must be completed in ink or typed. No substitutions, revisions, or omissions from the plans and/or specifications will be accepted unless authorized in writing by the Owner.

- 12.2 The legal status of the Bidder, that is, as a corporation, partnership, or individual, must be stated on the Bid Form. A corporation Bidder must name the state in which the organization is chartered. Bids which are signed for a corporation shall have the correct corporate name thereof, its post office address, and the signature of the president or other authorized officer of the corporation, manually written below the corporate name in the following manner: "By _____."

If the bid is made by an individual, his post office address shall be given. Bids which are not signed by the individuals making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

If the bid is made by a firm or partnership, the name and post office address of the managing member of the firm or partnership shall be given, or the bid may be signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the members of the firm or partners.

13. Provision Concerning Escalator Clauses.

Bids containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, may be rejected and returned to the Bidder without being considered.

14. Estimates of Quantities.

The quantities listed in the Bid Form will be considered as approximate and will be used for the comparison of bids, **unless stated otherwise in the description of pay items**. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents. **If an item is noted as a “Plans Quantity” then only the quantity shown in the unit bid price schedule will be paid.**

15. Submission of Bids.

Bids will be received by the Purchasing Agent, and shall be submitted to the Purchasing Agent, City of Coppell, at the Town Center, 255 Parkway Boulevard, P.O. Box 9478, Coppell, Texas 75019 until, **2:00 PM, Thursday, March 3, 2022**, and then publicly opened and read aloud remotely via a Zoom meeting. Two original identical copies and one digital copy on USB drive of the bid enclosed in an opaque sealed envelope and marked with the Project title, City of Coppell **Bid No. Q-0322-02** and the name and address of the Bidder shall be submitted. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED Construction of: **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A** on the face of it and addressed to the Purchasing Agent, City of Coppell, Texas. Bid submission shall include Bid Form, Bid Affidavit, Bid Bond and Conflict of Interest Form.

16. Modification and Withdrawal of Bids.

- 16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 16.2 If, within twenty-four hours after the Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the work.

17. Rejection of Bids.

Bids may be rejected if they show alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Owner reserves the right to waive any irregularities in the bids as received and to reject any and all bids without qualification(s). More than one bid from an individual, firm or partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one such bid may cause the rejection of all bids in which said Bidder is interested. Bids in which prices are obviously unbalanced may be rejected. Bids submitted without a Proposal Guaranty, per NCTCOG's Item 102.5 of the Standard Specifications for Public works will be rejected.

18. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid prior to that date.

19. Award of Contract.

- 19.1 For the purpose of award, each bid submitted shall consist of two parts whereby:

Base Bid = Bid Proposal = The correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.

Time Bid = Calendar Days = The time for completion in calendar days written on the Bid Form in the space provided.

The City will make an award based on what is most advantageous to the city.

- 19.2 The Owner reserves the right to reject any and all Bids, to waive any and all informalities except for the time of submission of the Bid and to negotiate contract terms with the Successful Bidder. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 19.3 In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award. Time of completion will be a consideration in the award of the bid.
- 19.4 The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner. The Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 19.5 The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial stability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

- 19.6 If contract is to be awarded, it will be awarded to the lowest and best qualified Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project.
- 19.7 If the contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within ninety (90) calendar days after the date of the Bid opening.

20. Incentives / Disincentives.

The owner desires to expedite construction on this contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, an incentive/disincentive provision is established for this contract.

Total Contract Time:

For the Purposes of this contract the Daily Value is \$750.00.

In the event the Contractor takes less than the total calendar days bid to construct the project, there will be incentives assessed of \$750.00 per day to a maximum of \$45,000.00.

A disincentive in the form of liquidated damages of \$750.00 per calendar day shall apply to the project, for any work that exceeds the total calendar day count as established herein. There shall be no maximum disincentive/liquidated damages.

21. Execution of Agreement.

Within fifteen (15) days after written notification of award of the contract, the Successful Bidder shall execute and furnish to the Owner three (3) original signed contracts and a Certificate of Insurance.

22. Affidavit of Bills Paid.

Prior to final acceptance of this project by the Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claim spending.

23. Bid Compliance.

Bid must comply with all Federal, State, county and local laws. Contractor shall not hire nor work any illegal alien.

24. Notice to Proceed.

Upon execution of the Contract, the Owner will issue a written Notice to Proceed to the Contractor requesting that he proceed with the construction. The Calendar day count on the project shall commence within ten (10) calendar days after the date of the Notice to Proceed or when the contractor begins work, whichever occurs first.

25. Sales Tax.

The bidder shall not include or provide for sales tax on tangible personal property to be incorporated into the project. In order to be exempt from the sales tax on such tangible personal property, the contract shall separate and provide separate charges for materials to be incorporated into the project from charges for labor. The City will provide the Contractor with an exemption certificate for the materials. The contractor is expected to issue a resale certificate in lieu of paying a sales tax at the time of purchase. The bidder shall show the cost of materials to be incorporated into the contract (tangible personal property) in the space provided on the bid form. The successful bidders bid form will be used to develop a separated contract and will determine the extent of the tax exemption. Upon execution of the construction contract, the successful bidder shall provide a per item breakdown of 1) materials incorporated into the project; and 2) labor, equipment, supervision and materials not incorporated into the project.

26. Silence of Specification.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement by Owner or their authorized representative.

27. Change Orders.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All change orders to the Contract will be made in writing by the Owner.

28. Assignment.

The Successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Owner.

29. Venue.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.

30. Maintenance Bond.

The Contractor shall provide a two-year Maintenance Bond in the amount of 50% of the value of the work at the completion of the project. The bond must be provided prior to final payment by the City.

31. Testing Requirements.

The Owner shall make arrangements with an independent laboratory acceptable for testing as required by the construction plans and standard specifications. The Contractor shall bear all related costs of retests or reinspection's. The Contractor shall notify the ENGINEER in a timely manner of when and where tests or inspections are to be made so that they may be present. One copy shall be provided to the Contractor of all reports and laboratory test results. Testing by the City does not alleviate the contractor's responsibility for his own quality assurance/quality control testing. Contractor shall replace any deficient construction items at his own expense.

32. Overtime.

"Hours worked before 8:00 a.m. or after 5:00 p.m., all weekends and holidays are subject to overtime. Overtime request or scheduled testing must be made in writing and approved by the City of Coppell. Seventy-two hours' notice required. All overtime incurred by the City for inspection services shall be paid by the Contractor at a rate of \$54 per hour. If not paid, such cost may be deducted from partial payments."

33. Payment.

CONTRACTOR shall submit Applications for Payment in accordance with Item 1.51 of the General Provisions. Applications for Payment will be processed by ENGINEER as provided in the General Provisions.

34. Documentation of existing conditions.

Contractor must video and provide copy to City of existing conditions within entire work area prior to the start of construction. This is subsidiary to the Mobilization Pay Item.

35. Bid Security.

Contractor must submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute a Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.

Acceptable Bid Security are:

Certified or cashier's check made payable to the Owner.

An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

36. Bonds

Performance, Payment and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

37. Bid Notification

City of Coppell utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the Coppell *Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information

from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

38. Employment Eligibility Verification

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

39. Bid Summary Sheet

Bid summary results will be made available **forty-eight (48) hours after bid opening**. Bidders desiring a copy of the bid summary sheet may view the results online **forty-eight hours (48) hours after the bid opening** at: <http://coppelltx.gov/departments/departments-n-z/purchasing/current-and-past-bids> [purchasing website]. A bidder may also request a copy via email at purchase@coppelltx.gov. **No results will be given over the telephone.**

40. Environmentally Preferable Products and Services

Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The city also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

41. Electronic Bids

The City of Coppell uses Bidsync to distribute bids and proposals, however all bids shall be submitted in accordance with the "Notice to Bidders."

42. Questions

Any Questions concerning this Invitation To Bid and Specifications should be directed to the Purchasing Department at 972-304-3643.

BID FORM

PROJECT IDENTIFICATION: Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement
Repair Project Tax 2021 A

The City of Coppell, Texas

BID OF Advance Contracting Group DATE 2/28/2022
(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-0322-02

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:	<u>One (1)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Date:	<u>2/14/2022</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Rec'd:	<u>2/14/2022</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

- (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 and drawings 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) 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 in the Contract Documents.
- 4. Bidder understands that the work for this project will be completed in **one** phase. Additional phasing or move-ins by utility and paving contractors will require approval by the Engineer. 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 traffic that could affect productivity.
 - 7. BIDDER will complete the Work for the following price(s):

Dividend Dr., Mockingbird Ln., and Falcon Ln. Pavement Repair Project Tax 2021 A

UNIT PRICE BID SCHEDULE

BASE BID

Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
I-1	1	LS	Mobilization, Complete In Place, Twenty Thousand _____ Dollars and _____ Zero _____ Cents per LUMP SUM	\$ 20,000.00	\$ 20,000.00
I-2	3	EA	Furnish, install, and maintain Project Signs, Complete In Place, Two Thousand _____ Dollars and _____ Zero _____ Cents per EACH	\$ 2,000.00	\$ 6,000.00
I-3	1	LS	Prepare and Implement Traffic Control Plan, Complete In Place, Twenty Thousand _____ Dollars and _____ Zero _____ Cents per LUMP SUM	\$ 20,000.00	\$ 20,000.00
I-4	1	LS	Prepare and Implement Storm Water Pollution Prevention Plan, Complete In Place, Five Thousand _____ Dollars and _____ Zero _____ Cents per LUMP SUM	\$ 5,000.00	\$ 5,000.00
I-5	1	LS	Project Communication, Complete In Place,, Complete In Place, Three Thousand _____ Dollars and _____ Zero _____ Cents per LUMP SUM	\$ 3,000.00	\$ 3,000.00
I-6	10222	SY	Sawcut, Remove & Dispose of Concrete (All Thicknesses), Complete In Place Twelve _____ Dollars and _____ Zero _____ Cents per SQUARE YARDS	\$ 12.00	\$ 122,664.00
I-7	4841	SY	Construct 8" Reinforced Concrete Paving, Complete In Place, Eighty Five _____ Dollars and _____ Zero _____ Cents per SQUARE YARDS	\$ 85.00	\$ 411,485.00

I-8	4971	SY	Construct 10" Reinforced Concrete Paving, Complete In Place,, Eighty Nine Dollars and Zero Cents per SQUARE YARDS	\$ 89.00	\$ 442,419.00
I-9	84	SY	Construct 4" Reinforced Concrete Sidewalk, Complete In Place, Seventy Seven Dollars and Zero Cents per SQUARE YARDS	\$ 77.00	\$ 6,468.00
I-10	16	SY	Construct 6" Reinforced Concrete Driveway Approach, Complete In Place, Eighty Six Dollars and Zero Cents per EACH	\$ 86.00	\$ 1,376.00
I-11	217	SY	Construct 8" Reinforced Concrete Driveway Approach, Complete In Place Eighty Nine Dollars and Zero Cents per EACH	\$ 89.00	\$ 19,313.00
I-12	92	SY	Construct 8" Reinforced Colored Stamped Concrete Road Hump, Complete In Place, Ninety Dollars and Zero Cents per LUMP SUM	\$ 90.00	\$ 8,280.00
I-13	10706	SY	Subgrade Preparation, Complete In Place,, Fifteen Dollars and Zero Cents per LUMP SUM	\$ 15.00	\$ 160,590.00
I-14	2836	CY	Unclassified Excavation, Thirty Dollars and Zero Cents per EACH	\$ 30.00	\$ 85,080.00
I-15	2507	TON	Flex base, Twenty Seven Dollars and Zero Cents per LUMP SUM	\$ 27.00	\$ 67,689.00

I-16	2	EA	Adjust Existing Manhole to Grade, Complete In Place, Seven Hundred _____ Dollars and Zero _____ Cents per SQUARE YARD	\$ 700.00	\$ 1,400.00
I-17	1	EA	Adjust Existing Valve Box to Grade, Complete In Place, Six Hundred _____ Dollars and Zero _____ Cents per SQUARE YARD	\$ 600.00	\$ 600.00
I-18	1	LS	Restore Disturbed Area, Complete In Place, Seven Thousand _____ Dollars and Zero _____ Cents per SQUARE YARD	\$ 7,000.00	\$ 7,000.00
I-19	1	LS	Repair, replace, modify and restore existing irrigation system, Complete In Place, Ten Thousand _____ Dollars and Zero _____ Cents per SQUARE YARD	\$ 10,000.00	\$ 10,000.00
I-20	3	EA	Construct TxDOT Type 2 Pedestrian Ramp, Per Detail PED-18, Complete In Place, Three Thousand _____ Dollars and Zero _____ Cents per SQUARE YARD	\$ 3,000.00	\$ 9,000.00
X-2	1	LS	Project Allowance for Paving Improvements, Fifty Thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 50,000.00	\$ 50,000.00
				\$	1,457,364.00

BID SUMMARY

TOTAL BASE BID (A) Items #I-1 THRU #X-1 \$ 1,457,364.00

TIME BID

120 CALENDAR DAYS

TOTAL TIME BID (B) (Days x \$750.00) \$ 90,000.00

BASIS FOR COMPARISON OF BIDS= A+B: \$ 1,547,364.00

The bid with the lowest amount for A+B will be considered the low bid. The award of the contract amount will be on the basis of the base bid (A) only.

NOTE: A TIME BID OF MORE THAN 150 CALENDAR DAYS SHALL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.

1. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signaturepage.
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.

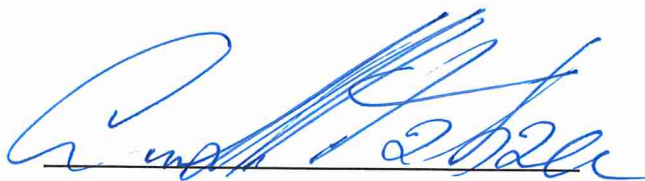
Total Tangible Personal Property: \$ _____

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 03/03/2022

Signature:



BID AFFIDAVIT

The undersigned certifies that the bid prices contained in these bids 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 Texas COUNTY OF Dallas BEFORE
ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day
personally appeared Joe Tabaee who after being by me
Name

duly sworn, did depose and say:

"I, Joe Tabaee am a duly authorized office/agent for
Name
Advance Contracting Group and have been duly authorized to execute the
Name of Firm
foregoing on behalf of the said Advance Contracting Group
Name of Firm

I hereby certify that the foregoing bids have 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: Advance Contracting Group

2512 Program Drive # 109, Dallas, Texas 75220

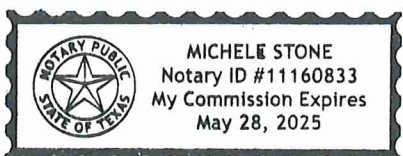
Telephone: (469) 500-5201 by: _____

Title: President

Signature: _____

SUBSCRIBED AND SWORN to before me by the above named Joe Tabaee
on this the 18th day of March 20 22

Notary Public in and for the State of Texas



Michele Stone

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 _____ Advance Contracting Group

(Corporation Name)

Texas

(State of Incorporation)

By _____ Joe Tabae

(Name of person authorized to sign)

President

(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.)

PREVAILING WAGE RATES

"General Decision Number: TX20220025 01/07/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/07/2022

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade		
Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	
Concrete Pavement		
Finishing Machine.....	\$ 16.05	
Concrete Saw.....	\$ 14.48	
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	
Excavator, 50,000 pounds		
or less.....	\$ 17.19	
Excavator, over 50,000		
pounds.....	\$ 16.99	
Foundation Drill , Truck		
Mounted.....	\$ 21.07	
Foundation Drill, Crawler		
Mounted.....	\$ 17.99	
Front End Loader 3 CY or		
Less.....	\$ 13.69	

Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73
Servicer.....	\$ 14.58
Steel Worker (Reinforcing).....	\$ 16.18
TRUCK DRIVER	
Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump	
Truck.....	\$ 12.62
Tandem Axle Tractor with	
Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14
WELDER.....	\$ 14.84

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Advance Contracting Group
DALLAS, TX United States

Certificate Number:
2022-862459

Date Filed:
03/18/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Coppell

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Tax 2021 A
Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



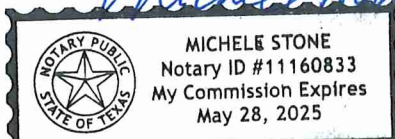
6 UNSWORN DECLARATION

My name is Joe Tabaee, and my date of birth is 09/21/1953.

My address is 2512 Program Drive, Dallas, Texas, 75220, Dallas.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 18th day of March, 2020.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

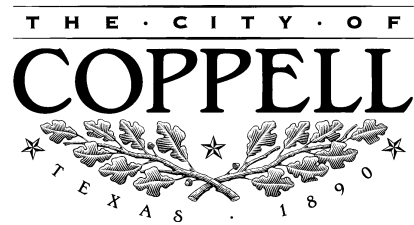
- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another

***SECTION 2
CONTRACT
DOCUMENTS***



**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the Twelfth day of April in the year 22__
by and between the **CITY OF COPPELL, TEXAS**, a municipal corporation (hereinafter called
OWNER) and Advance Contracting Group (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree
as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The
Work is generally described as follows:

The City of Coppell is accepting bids for the Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Rehabilitation Project Tax 2021 A. The work shall consist of the removal and replacement of 4,971 square yards of 10" reinforced concrete street pavement, 5,473 square yards of 8" compacted flex base subgrade, 4,841 square yards of 8" reinforced concrete street pavement, 5,232 square yards of 6" compacted flex base subgrade, 217 square yards of 8" reinforced concrete driveway, 16 square yards of 6" reinforced concrete driveway, 2 stamped colored concrete road humps, 84 square yards of 4" concrete sidewalk, 3 Barrier Free Ramps, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project. **This project will consist of Falcon Ln. to be started and completed in the summer when school is out.**

Work shall include all components necessary for the "turn-key" construction of the project as shown in the plans for the **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A**. It will be necessary to maintain access to the adjacent properties at all times throughout the project. The project contractor shall be responsible for all traffic control and any additional work necessary to maintain the safe operation of traffic through the project site.

The Project for which the Work under the Contract Documents is generally described as follows:

**Construction of the
Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project
Tax 2021 A
Bid No. Q-0322-02**

Article 2. ENGINEER.

The Project has been designed by City of Coppell Engineering Department. Contract administration will be provided by the City of Coppell Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be completed as stated within Items 19 and 20 of the Instructions to Bidders in Section 1 of these contract documents, and the Contract time commences to run as provided in Item 103.2 of the General Provisions and completed and ready for final payment in accordance with Item 109.5 of the General Provisions.

3.2. Liquidated Damages. For the purposes of this project, an incentive/disincentive procedure shall be incorporated into the contract based upon the provisions for the incentive/disincentive as set forth in Item 20 within the Instructions to Bidders in Section 1 of these contract documents.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds subject to additions and deductions by Change Orders as provided in the contract documents in accordance with the unit prices listed in Section 1 - Proposal and Bid Schedule.

The contract sum shall be the amount of \$ 1,457,364.00.

The total tangible personal property cost included in the contract sum is \$_____.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Item 109.5 of the General Provisions. Applications for Payment will be processed by ENGINEER as provided in the General Provisions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Item 109.5 of the General Provisions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Provisions.

5.1.1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated in Item 109.5.2 of the General Provisions, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall

determine, or OWNER may withhold, in accordance with Item 109.4 of the General Provisions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Item 109.5.4 of the General Provisions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Item 109.5.4.

Article 6. INTEREST.

No interest shall ever be due on late payments.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Item 102.3 of the General Provisions, and accepts the determination set forth in Item SC-105.1.3 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.1 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR 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, including specifically the provisions of Item 102.3 of the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR 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 all responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR 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, including specifically the provisions of Items 102.3, 103.1 and 104.1 of the General Provisions.

7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 2-2 thru 2-7, inclusive).
- 8.2. Exhibits to this agreement (immediately following this Agreement, inclusive), including Performance Bond, Payment Bond and Maintenance Bond.
- 8.3. Certificate of Insurance.
- 8.4. Notice of Award.
- 8.5. Part 1: Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.
- 8.6. Supplementary Conditions to the NCTCOG, Division 100: General Provisions (pages 3-2 thru 3-10, inclusive).
- 8.7. Specifications bearing the title: "Construction Specifications and Contract Documents for the **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A Bid No. Q-0322-02**" for the City of Coppell.
- 8.8. Drawings (Construction Plans) entitled "**Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A**", for the City of Coppell.
- 8.9. The following listed and numbered addenda:
One (1)
- 8.10. CONTRACTOR's Bid Proposal and Bid Schedule of Section 1 - Bidding Documents.
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Items 104.2 and 109.3 of the General Provisions.

- 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

The Contract Documents may only be amended, modified, or supplemented as provided in Items 104.2 and 109.3 of the General Provisions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Item 101 of the General Provisions will have the meanings indicated in the General Provisions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assignors and legal representatives to the other party hereto, its partners, successors, assignors and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 12, 2022

OWNER: **City of Coppell**
255 Parkway Boulevard
Coppell, TX 75019

CONTRACTOR:

BY: _____

BY:  _____

TITLE: _____

TITLE: Preident

ATTEST: _____

ATTEST: Michael Stone

Address for giving notices:

Address for giving notices:

P.O. Box 9478
Coppell, Texas 75019
Attn: Kent Collins, P.E.
Dir. Of Public Works

2512 Program Drive
Dallas, Texas 75220

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Grayhawk Insurance & Risk Mgmt 1820 N Greenville Ave, Suite 200 Richardson, TX 75081	CONTACT NAME:	Grayhawk Insurance & Risk Management	
		PHONE (A/C, No., Ext):	(972)671-9105	FAX (A/C, No.): (972)671-9804
		E-MAIL ADDRESS:	dp@grayhawkins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	FCCI INSURANCE GROUP	10178
INSURED	Alvand Construction Inc. Advance Contracting Group 2512 Program Drive, Suite 109 Dallas, TX 75220	INSURER B:	Certain Underwriters at Lloyd's London	32727
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP100040676-04	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100011181-06	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			UMB100023010-05	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			WC0100067332-02	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED & RENTED EQUIPMENT			CPP100040676-04	03/01/2022	03/01/2023	LIMIT PER ITEM: 20,000
B	CONTRACTORS POLLUTION LIAB			ENP 0006273-01	08/06/2021	08/06/2022	EACH OCCURRENCE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AND ARE PROVIDED A WAIVER OF SUBROGATION ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. ADDITIONAL INSURED STATUS AND WAIVERS OF SUBROGATION ARE PROVIDED BY BLANKET AUTOMATIC ENDORSEMENTS THAT ARE ATTACHED TO THE POLICIES ONLY WHEN REQUIRED IN A WRITTEN CONTRACT WITH THE NAMED INSURED. A 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, IS INCLUDED WHERE REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

AI 014176

CITY OF COPPELL 255 PARKWAY BOULEVARD COPPELL TX 75019-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Instructions For Bonds

- A. The surety on each bond must be a responsible surety company that is qualified to do business in Texas and satisfactory to the Owner.
- B. The name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts or New Hampshire, an adhesive seal shall be affixed opposite the signature.
- C. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
- D. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
- E. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
- F. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- G. The date of this bond must not be prior to the date of the contract in connection with which it is given.

PERFORMANCE BOND

Bond No. 1023170

STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: That Advance Contracting Group
whose address is 2512 Program Dr., #109 Dallas, TX 75220,
hereinafter called Principal, and Mid-Continent Casualty Company, a
corporation organized and existing under the laws of the State of Ohio, and fully
licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the
CITY OF COPPELL, a municipal corporation organized and existing under the laws of the State of
Texas, hereinafter called "Beneficiary", in the penal sum of One Million, Five Hundred Forty-Seven
Thousand, Three Hundred Sixty-Four and 00/100 DOLLARS
(\$ 1,547,364.00) in lawful money of the United States, to be paid in Dallas County,
Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors jointly and severally, firmly by these presents. This Bond
shall automatically be increased by the amount of any Change Order or Supplemental Agreement
which increases the Contract price, but in no event shall a Change Order or Supplemental
Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal
entered into a certain Contract with the City of Coppell, the Beneficiary, dated the 12th of
April, A.D. 20 22, which is made a part hereof by reference, for the construction of
certain public improvements that are generally described as follows:

Construction of the:
Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project
Tax 2021 A
Bid No. Q-0322-02

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all
of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance
with the plans, specifications and Contract documents during the original term thereof and any
extension thereof which may be granted by the Beneficiary, with or without notice to the Surety,
and during the life of any guaranty or warranty required under this Contract, and shall also well and
truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any
and all duly authorized modifications of said Contract that may hereafter be made, notice of which
modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all
defects due to faulty materials and workmanship that appear within a period of one (1) year from the
date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully
indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may
suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all
outlay and expense which the Beneficiary may incur in making good any default or deficiency, then
this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue
shall lie in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County or Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in 2 copies, each one of which shall be deemed an original, this 12th day of April, 2022.

PRINCIPAL

Advance Contracting Group

By: [Signature]

Title: President

SURETY

Mid-Continent Casualty Company

By: [Signature]

Title: Brent M. Blonigan, Attorney-in-Fact

ATTEST:

[Signature: Michelle Stone]

ATTEST:

[Signature: Angie Astran]
Angie Astran, Client Manager

Resident Agent of the Surety in Dallas or Denton County, Texas, for delivery of notice and service of the process is:

NAME: Grayhawk Insurance

ADDRESS: 1820 N. Greenville Ave., Suite 200 Richardson, TX 75081

NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not corporation, give person's name.

PAYMENT BOND

Bond No. 1023170

STATE OF TEXAS }

COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: That Advance Contracting Group
whose address is 2512 Program Dr., #109 Dallas, TX 75220,
hereinafter called Principal, and Mid-Continent Casualty Company, a
corporation organized and existing under the laws of the State of Ohio, and fully
licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the
CITY OF COPPELL, a municipal corporation organized and existing under the laws of the State of
Texas, hereinafter called "Beneficiary", in the penal sum of One Million, Five Hundred Forty-Seven
Thousand, Three Hundred Sixty-Four and 00/100 DOLLARS
(\$ 1,547,364.00) in lawful money of the United States, to be paid in Dallas County,
Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors jointly and severally, firmly by these presents. This Bond
shall automatically be increased by the amount of any Change Order or Supplemental Agreement
which increases the Contract price, but in no event shall a Change Order or Supplemental
Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal
entered into a certain Contract with the City of Coppel, dated the 12th of April, A.D.
20 22, which is made a part hereof by reference, for the construction of certain public
improvements that are generally described as follows:

Construction of the:
Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project
Tax 2021 A
Bid No. Q-0322-02

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and
make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying
labor and/or material in the prosecution of the Work provided for in said Contract and any and all
duly authorized modifications of said Contract that may hereafter be made, notice of which
modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise
it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue
shall lie in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates
and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
the Work to be performed thereunder or the Plans, Specifications, Drawings, etc., accompanying the
same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be
performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County or Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in 2 copies, each one of which shall be deemed an original, this 12th day of April, 2022.

PRINCIPAL

Advance Contracting Group

By: [Signature]

Title: President

SURETY

Mid-Continent Casualty Company

By: [Signature]

Title: Brent M. Blonigan, Attorney-in-Fact

ATTEST:

[Signature]

ATTEST:

[Signature]
Angie Astran, Client Manager

The Resident Agent of the Surety in Dallas or Denton County, Texas, for delivery of notice and service of the process is:

NAME:

Grayhawk Insurance

ADDRESS:

1820 N. Greenville Ave., Suite 200 Richardson, TX 75081

NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

Bond No. 1023170

STATE OF TEXAS }

COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: THAT Advance Contracting Group
2512 Program Dr., #109 Dallas, TX 75220 as Principal, and Mid-Continent Casualty Company, a
corporation organized under the laws of TX, as sureties,
do hereby expressly acknowledge themselves to be held and bound to pay unto the
City of Coppell, a Municipal Corporation, Texas, the sum of
One Million, Five Hundred Forty-Seven Thousand, Three Hundred Sixty-Four Dollars and Zero
Cents (\$1,547,364.00), for the payment of which sum will and truly be made unto said
City of Coppell, and its successors, said principal and sureties do hereby
bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said
Advance Contracting Group
has this day entered into a written contract with the said City of Coppell
to build and construct **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair**
Project Tax 2021 A
Bid No. Q-0322-02, which contract and the plans and specifications therein mentioned, adopted by
the City of Coppell are hereby expressly made a part thereof as through the
same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor
will maintain and keep in good repair, the work herein contracted to be done and performed, for a
period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs
and/or reconstruction in whole or in part of said improvements that should be occasioned by
settlement of foundation, defective workmanship or materials furnished in the construction or any
part thereof or any of the accessories thereto constructed by the Contractor. It being understood that
the purpose of this section is to cover all defective conditions arising by reason of defective material
and charge the same against the said Contractor, and sureties on this obligation, and the said
Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract
for each day's failure on its' part to comply with the terms of said provisions of said contract. Now,
therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and
keep the same in repair for the said maintenance period of two (2) years, as provided, then these
presents shall be null and void, and have not further effect, but if default shall be made by the said
Contractor in the performance of its' contract to so maintain and repair said work, then these presents
shall have full force and effect, and said City of Coppell
shall have and receive from the said Contractor and its' principal and sureties damages in the
premises, as provided; and it is further agreed that this obligation shall be a continuing one against
the principal and sureties, hereon, and that successive recoveries may be and had hereon for
successive branches until the full amount shall have been exhausted; and it is further understood that
the obligation herein to maintain said work shall continue throughout said maintenance period, and
the same shall not be changed, diminished or in any manner affected from any cause during said
time.

IN WITNESS WHEREOF, the said Advance Contracting Group has caused these presents to be executed by _____ and the said Mid-Continent Casualty Company has caused these presents to be executed by its Attorney in fact and the said Attorney in fact Brent M. Blonigan, has hereunto set his hand, the 12th day of April, 2022.

PRINCIPAL

Advance Contracting Group

By: _____

Title: President

SURETY

Mid-Continent Casualty Company

By: _____

Title: Brent M. Blonigan, Attorney-in-Fact

WITNESS:

Michelle Stone

ATTEST:

Angie Astran
Angie Astran, Client Manager

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 • Ph: 918-587-7221 • Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **Mid-Continent Casualty Company**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Brent M. Blonigan, Raul F. Campa, Rob Dreiling, Debbie Palmer, Kara Pierce, all of RICHARDSON, TX.

IN WITNESS WHEREOF, the **Mid-Continent Casualty Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 05 day of January, 2022.



ATTEST:

Sharon Hackl

Sharon Hackl, Assistant Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

Todd Bazata, Vice President

On this 05 day of January, 2022 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

} SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Sharon Hackl, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.



Signed and sealed this

12th day of April 2022

Sharon Hackl

Sharon Hackl, Assistant Secretary



VOID IF BOX IS EMPTY

MID-CONTINENT CASUALTY COMPANY

OKLAHOMA SURETY COMPANY

STATE OF TEXAS

CLAIM NOTICE ENDORSEMENT

In accordance with Section 2253.021 (f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

Mailing:

MID-CONTINENT CASUALTY COMPANY
OKLAHOMA SURETY COMPANY
P.O. BOX 1409
TULSA, OK 74101

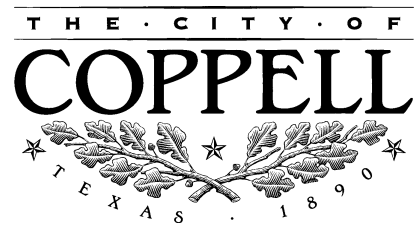
TELEPHONE NO. 1-800-722-4994
FAX NO. 1-918-586-0840
E-MAIL: CLAIMS@MCG-INS.COM

Physical:

1437 S. BOULDER
SUITE 200
TULSA, OKLAHOMA 74119

**ATTACH THIS NOTICE TO YOUR BOND
UPON EXECUTION OF THE BOND**

*SECTION 3
STANDARD SPECIFICATIONS
SUPPLEMENTARY
CONDITIONS*



**CITY OF COPPELL
SUPPLEMENTARY CONDITIONS
TO THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
GENERAL PROVISIONS**

THESE SUPPLEMENTARY CONDITIONS AMEND THE STANDARD SPECIFICATIONS FOR THE PUBLIC WORKS CONSTRUCTION – NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, FOURTH EDITION AS INDICATED BELOW. ALL PROVISIONS WHICH ARE NOT AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT. ALL PROVISIONS AMENDED REMAIN IN FULL FORCE AND EFFECT AS AMENDED.

DIVISION 100: GENERAL PROVISIONS

ITEM 101. – DEFINITIONS & ABBREVIATIONS

SC-101.1

Engineer: The word "Engineer" in these contract documents and specifications shall be understood as referring to CITY ENGINEER, City of Coppel, P.O. Box 9478, Coppel, TX 75019, Engineer of the Owner, or such other representatives as may be authorized by said owner to act in any particular position.

Owner: The word "Owner" in these contract documents and specifications refers to the CITY OF COPPELL acting through its authorized representatives.

Calendar Day: Add the following sentence to the end of the working days definitions: "Hours worked before 8:00 a.m. or after 5:00 p.m., all weekends and holidays are subject to overtime. Overtime request or scheduled testing must be made in writing and approved by the City of Coppel. Seventy-two hours notice required. All overtime incurred by the City for inspection services and any overtime incurred by the testing laboratory shall be paid by the Contractor. If not paid, such cost may be deducted from partial payments." The pay rate scale for Inspector overtime charges will be \$54/hr.

All other terms used in these Supplementary Conditions which are defined in the General Provisions shall have the same meanings used in the General Provisions.

ITEM 103.3 – SURETY BONDS

SC-103.3.1

Add following sentence to Item 103.3.1:

"Maintenance Bond shall be required in the amount of 50% of the cost of the public improvements for a 2 year period."

ITEM 103.4 - INSURANCE

SC-103.4.6

Add the following new item:

"103.4.6 If OWNER requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance, and the cost thereof will be charged to OWNER by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise OWNER whether or not such other insurance has been procured by CONTRACTOR."

SC-103.4.7

Add the following new item:

"103.4.7 CONTRACTOR intends that any policies provided in response to Item 1.26 shall protect all of the parties' insured and provide coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured or additional insured, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same."

ITEM 103.6 - NOTICE TO PROCEED AND COMMENCEMENT OF WORK

SC-103.6

Add following sentence to end of Item 103.6.

"Before Contractor starts the Work at the site, a conference attended by Contractor, Engineer and others as appropriate will be held to discuss the schedules referred to in Items 105.3, 108.1 and 109.5.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work."

ITEM 104.2 - CHANGE OR MODIFICATION OF CONTRACT

SC-104.2.1

104.2.1 Amend the last sentence in Paragraph two of Item 104.2.1 to delete the following "except as provided below."

Add the following sentence to the end of paragraph two in Item 104.2.1.

"The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:

ITEM 105.1 – CONTRACT DOCUMENTS

SC-105.1.1

Add the following language at the end of the Item 105.1.1: "If there is any conflict between the provisions of the Contract Documents and any such referenced standard specifications, manuals or codes, the provisions of the Contract Documents shall take precedence over that of any standard specifications, manuals or codes."

SC-105.1.3

Amend the first sentence of Item 105.1.3 by changing "such copies" to be "five copies". Add the following to the end of Item 105.1.3:

"In the preparation of Drawings and Specifications, ENGINEER has established and relied upon the City of Coppell Standard Construction Details were used for pavement depth and subgrade preparation. The Contractor is responsible for obtaining a copy of these standards prior to beginning construction.

The Contractor may take borings at the site to satisfy himself as to subsurface conditions."

ITEM 105.2 - WORKMANSHIP, WARRANTIES AND GUARANTEES

SC-105.2.2

Amend the first sentence of Item 105.2.2 to change the words "one year" to "two years".

ITEM 105.4 – CONSTRUCTION STAKES

SC-105.4

Delete Item 105.4 in its entirety and insert the following in lieu thereof:

"Construction stakes/surveying shall be provided by the CONTRACTOR. Monumentation has been provided for establishing vertical and horizontal control. The Contractor shall be responsible for

establishing all lines and grades, and the precise location of all proposed facilities. The ENGINEER may make checks as the Work progresses to verify lines and grades established by the Contractor to determine the conformance of the completed Work as it progresses with the requirements of the construction documents. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all Work in connection with Contract Drawings and Specifications and to the lines and grades given therein."

ITEM 107.3 - OWNER'S OFFICERS, EMPLOYEES OR AGENTS

SC-107.3.2

Replace Item 107.3.2 with the following new paragraph:

"107.3.2 Conflict of Interest

City Charter states that no officer of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or services. This prohibition does not apply when the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one percent (1%) of the corporation stock. Any violation of this prohibition will constitute malfeasance in office. Any officer or employee of the City found guilty thereof should thereby forfeit his office or position. Any violation of this prohibition with the knowledge, expressed or implied, of the persons or corporations contracting with the City shall render the contract voidable by the City Manager or the City Council. The Contractor represents that no employee or officer of the City has an interest in the Contractor."

ITEM 107.14 - STATE AND LOCAL SALES AND USE TAXES

SC-107.14

Delete Item 107.14 and substitute the following in lieu thereof:

"107.14 Recent legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchase of tangible personal property, which will be incorporated into and become part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one, which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The contractor then receives an exemption certificate from the city for those materials. (This procedure may not be used, however, for

materials, which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project).

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials, which are to be incorporated into the project. The successful bidder's bid form will be used to develop the "separated contract" and will determine the extent of the tax exemption. Upon execution of the construction contract, the contractor shall furnish a breakdown (per item) of 1) materials incorporated into the project; and 2) labor, equipment, supervision and materials not incorporated into the project."

ITEM 107.19 - PROTECTION OF WORK AND OF PERSONS AND PROPERTY

SC-107.19.2.1

Add the following new Item 107.19.2.1 immediately after Item 107.19.2:

"107.19.2.1 Should CONTRACTOR cause damage to the work or property of any separate Contractor at the site, or should any claim arising out of CONTRACTOR'S, OWNER, ENGINEER, Consulting Engineer or any other person, CONTRACTOR shall promptly attempt to settle with such other Contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER and Consulting Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate Contractor against OWNER, ENGINEER or Consulting Engineer to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. Should a separate Contractor cause damage to the work or property of CONTRACTOR or should the performance of work by any separate Contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER or Consulting Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER or Consulting Engineer on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate Contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Item 1.36. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER and Consulting Engineer for any delay, disruption, interference or hindrance caused by any separate Contractor."

ITEM 107.23 – EXISTING STRUCTURES, FACILITIES AND APPURTENANCES

SC-107.23.2a

Add the following new Item 107.23.2a immediately after Item 107.23.2:

“107.23.2a Existing Utilities and Sewer Lines: The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by the construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. This includes any and all irrigation systems, whether or not they are identified on the plans.

If it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the ENGINEER. The right is reserved to the owner of any public utility to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.”

ITEM 108.1 – PROGRESS SCHEDULE

SC-108.1

Amend the first sentence of Item 108.1 by adding the following at the beginning of the sentence: "If requested by Owner, Engineer or Contractor".

ITEM 108.3 - OTHER CONTRACTORS: OBLIGATION TO COOPERATE

SC-108.3

Delete the last sentence of the second paragraph and substitute the following in lieu thereof:

"In such event, Contractor shall be entitled to an extension of working time only for unavoidable delays verified by the Engineers, as provided in Item 108.8; however, no increase in the contract price shall be due the Contractor."

Insert the following sentence at the end of the second paragraph of Item 108.3:

"The ENGINEER shall coordinate such other work with the CONTRACTOR and schedule events to minimize delay caused to the CONTRACTOR. No additional time shall be given to the CONTRACTOR of such related work except as provided in Item 108.8."

ITEM 108.8 - DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

SC-108.8

Add the following at the end of the last paragraph in Item 108.8: "No extension of the contract time shall be allowed unless the CONTRACTOR can demonstrate the delay caused an adverse impact to the critical path and that loss of time cannot be made up by revising the sequence of the work of the project."

DIVISION 200: SITE PROTECTION AND PREPARATION

ITEM 203 – SITE PREPARATION:

203.3.2 Add the following sentence after the second sentence: "The method of protection shall be 2 inch by 4 inch wood railing unless otherwise shown on the Plans or directed by the Engineer."

ITEM 203.7 - EMBANKMENT:

203.7.3. Strike the first sentence and replace with the following: "Earth embedment and select material shall be compacted to between 95 percent and 100 percent of Standard Proctor Density as determined by ASTM D-698 at, or up to five (5) percentage points above, optimum moisture content, using mechanical compaction methods, unless otherwise specified in the Plans or Specifications."

DIVISION 300: ROADWAY CONSTRUCTION

ITEM 303. – PORTLAND CEMENT CONCRETE PAVEMENT:

303.2.4 Mineral Admixtures. Delete paragraph 303.2.4 in its entirety. The use of Fly Ash as an admixture in any Class of concrete is allowed.

ITEM 303.5 - CONSTRUCTION METHODS:

303.5.4 Joints

303.5.4.2 Expansion Joints: Replace with the following: "Expansion joints shall be installed perpendicularly to the surface and centerline of the pavement. Expansion Joint material shall be redwood boards, 3/4-inch in width, and extended through curbs. Expansion joints are to be installed at each end of radius at street intersections. Expansion joints shall be equally spaced between intersections with not less than one every 200 linear feet of pavement, unless otherwise specified on the Plans or directed by the Engineer."

303.5.4.2.3 Proximity to Existing Structures: Add to end of sentence, "or as directed by the Engineer".

303.5.4.3 Contraction Joints. Delete the first sentence of the first paragraph and insert the following: "Contraction or dummy joints shall be sawed to 1/4 inches in depth, and 1/4 inch in width, and installed every 20 linear feet of pavement, and extend through curb, unless otherwise directed by the Engineer."

303.5.6 Finishing.

303.5.6.1 Machine. Add the following paragraph at the end of this subsection: "Fog sprays powered by pressure pumps, and capable of covering the entire area of freshly placed concrete with a fine mist, shall be used if water is needed for finishing operations."

303.5.6.2 Hand. Add a new paragraph after first paragraph which reads as follows: "Fog sprays powered by pressure pumps, and capable of covering the entire area of freshly placed concrete with a fine mist, shall be used if water is needed for finishing operations."

DIVISION 500: UNDERGROUND CONSTRUCTION AND APPURTENANCES

ITEM 504. – OPEN CUT -BACKFILL:

504.2.3.3.3 Additional Requirements

(2) Additional Requirements for Type "B" backfill when used in streets: Insert the following paragraph at the beginning of this subsection: "All trench backfill shall be compacted to between 95 percent and 100 percent of Standard Proctor Density as determined by ASTM D-698 at, or up to five (5) percentage points above, optimum moisture content, using mechanical compaction methods unless otherwise specified in the Plans. Water jetting may be used only with specific written permission of the Engineer."

ITEM 504.5 - EMBEDMENT:

504.5.3.2 Compaction.

504.5.3.2.1 Densities - Areas Not Subjected to or Influenced by Vehicular Traffic. Amend the second sentence by striking the words "to a density comparable with adjacent undisturbed material" and replacing with "to a density between 95 percent and 100 percent Standard Proctor Density as determined by ASTM D-698 at, or up to five (5) percentage points above, optimum moisture content, unless otherwise specified in the Plans or directed by the Engineer."

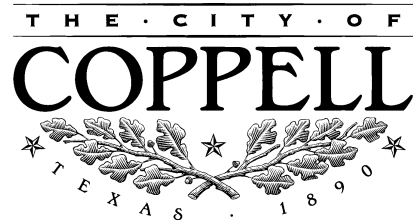
DIVISION 800: MISCELLANEOUS CONSTRUCTION & MATERIALS

ITEM 803 – SLOPE AND CHANNEL PROTECTION:

803.3.3 Riprap Construction Methods

803.3.3.6 Mortar Riprap. Add the sentence: “Mortar or concrete type shall be approved by the Engineer and shall conform to A.S.T.M. C 387-83.”

***SECTION 4
SPECIFIC PROJECT
REQUIREMENTS***



SPECIFIC PROJECT REQUIREMENTS

The construction specifications, which apply to this project are the Standard Specifications for Public Works Construction - North Central Texas Council of Governments Fourth Edition. The following Specific Project Requirements contain general and specific project requirements applicable to this project in the City of Coppell. These individual specifications control for this project. Additional amendments to the NCTCOG Standard Specifications are contained in Section 3 - Supplementary Conditions to the Standard Specifications for Construction. In the event that an item is not covered in the Project Drawings (Construction Plans) and these Specifications, then the Standard Specifications for the City of Coppell, Texas shall apply.

In addition, reference to the following shall be considered as referring to the specifications or Method of Test as set forth by these organizations and shall be considered as part of the Specifications when referenced.

A.S.A.	American Standards Association
A.S.T.M.	American Society of Testing Materials
A.A.S.H.T.O.	American Association of State Highway & Transportation Officials
A.C.I.	American Concrete Institute
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
S.S.P.C.	Steel Structures Painting Council, Federal Specifications Treasury Department
U.L.	Underwriters Laboratories
N.E.M.A.	National Electrical Manufacturers Association
W.P.C.F.	Water Pollution Control Federation
TX.DOT	Texas Department of Transportation
C.D.G.S.	City of Dallas General Specifications
S.S.P.W.C.N.C.T.	Standard Specifications for Public Works Construction North Central Texas
T.M.U.T.C.D.	Texas Manual on Uniform Traffic Control Devices

- 1.1 OWNER:** The "OWNER" or "City" as referred to in these Specifications is the City of Coppell, 255 Parkway Boulevard, P.O. Box 9478, Coppell, Texas 75019.
- 1.2 ENGINEER:** The "Engineer" as referred to in these Specifications is the City Engineer, City of Coppell, Engineer of the Owner, or such other representatives as may be authorized by said owner to act in any particular position.
- 1.3 STANDARD CONSTRUCTION SPECIFICATIONS FOR THE CITY OF COPPELL:** All improvements described in this Proposal and Construction Drawings shall be performed in accordance with the Project Drawings and Specifications. In the event that an item is not covered in the Project Drawings and Specifications, then the City of Coppell Standard Construction Details (Ord.#2006-1129), and Appendix 'C' Design Criteria and Standards in the City of Coppell Subdivision Ordinance (Ord.#94-643) shall apply.
- 1.4 SITE:** The Contractor shall limit his work to the area shown on the Project Drawings as within the street right-of-way. Entrance onto private property shall be at the expressed approval of the ENGINEER, only.
- 1.5 PROJECT DESCRIPTION:**
The work shall consist of the removal and replacement of 4,971 square yards of 10" reinforced concrete street pavement, 5,473 square yards of 8" compacted flex base subgrade, 4,841 square yards of 8" reinforced concrete street pavement, 5,232 square yards of 6" compacted flex base subgrade, 217 square yards of 8" reinforced concrete driveway, 16 square yards of 6" reinforced concrete driveway, 2 stamped colored concrete road humps, 84 square yards of 4" concrete sidewalk, 3 Barrier Free Ramps, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project. **This project will consist of Falcon Ln. to be started and completed in the summer when school is out.**

Work shall include all components necessary for the "turn key" construction of the project as shown in the plans for the **Dividend Drive, Mockingbird Lane, & Falcon Lane Pavement Repair Project Tax 2021 A**. It will be necessary to maintain access to the adjacent properties at all times throughout the project. The project contractor shall be responsible for all traffic control and any additional work necessary to maintain the safe operation of traffic through the project site.

1.6 EXPLANATION OF CONTRACT TIME:

In the event the Contractor completes the contract prior to the expiration of the Original Contract Time, the Owner will pay the Contractor an incentive payment of the Daily Value amount specified in **Item 20** of the Instructions to Bidders in the Contract Documents for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions set forth below. The term "Original Contract Time" as used herein will mean the number of calendar days established by the Contractor for completion of the

work of the Contract on the date the Contract was executed. The term “calendar day” as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the incentive payment stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Owner). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in roadway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the incentive payment set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor’s work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change orders, supplemental agreements, utility conflicts, design changes or defects, extra work, right of way issues, or other situations which are not the fault of or a direct result of contractor negligence which may impact the critical path of the project construction schedule, the Owner may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Owner) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Owner shall agree as to the number of calendar days to extend the Original Contract Time so that such extended Original Contract Time, will be used in calculation of any incentive payment. In the event the Contractor and Owner are unable to agree to the number of calendar days to extend the Original Contract Time, the Owner shall unilaterally determine the number of calendar days to extend the Original contract Time reasonably and necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Owner were arbitrary or without any reasonable basis. The Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment provision except as is expressly set forth in this Provision. As conditions precedent to the Contractor’s entitlement to any incentive the Contractor must:

1. Actually complete all Contract requirements, including the completion of all punch list work, and obtain final acceptance by the Owner prior to expiration of the Original Contract Time.

2. The Contractor shall notify the Owner in writing, within 30 days after the final acceptance of the Contract by the Owner, that the Contractor elects to be paid the incentive payment which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgement of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Owner, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgement of satisfaction shall be all-inclusive and absolute, save and except any routine Owner final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Owner prior to expiration of the Original Contract Time, or should the contractor, having timely completed the Contract and obtained final acceptance by the Owner prior to expiration of the Original Contract Time, but having failed to timely request the incentive payment for any reason, and including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in (2) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor's election or non-election of the incentive under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not finally accepted by the Original Contract Time.

Should the Contractor fail to complete the Contract on or before the expiration of the Original Contract Time, as adjusted in accordance with the provisions above, the Owner shall deduct from the moneys due the Contractor the Daily Value specified in the Contract Documents for each calendar day completion exceeds the Original Contract Time. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. **This shall be strictly enforced.**

In the event the Contractor elects to exercise this incentive payment provision, should this provision conflict with any other provision of the Contract; the Contract shall be interpreted in accordance with this provision. Any reference to "Substantially Complete" shall be interpreted to be complete with the Contract with no work remaining on the project.

- 1.7 SAFETY PRECAUTIONS:** The Contractor shall comply with all applicable laws including the Occupational Safety and Health Act of 1970, ordinances, rules, regulations and order of any public authority have jurisdiction for the safety of persons or property to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 1.8 SOIL INVESTIGATION:** A geotechnical investigation report has not been prepared for this project. The City of Coppell Standard Construction Details were used for pavement depth and subgrade preparation. The Contractor shall visit the site and acquaint himself with the site conditions.
- 1.9 SURVEY AND FINISHED GRADES:** Horizontal and vertical control to match existing. The Contractor shall be responsible for layout and staking of all grades and lines for construction utilizing qualified survey personnel. The Contractor shall preserve all stakes or markings until authorized by the Engineer to remove same. The Contractor shall bear the cost of the re-establishing any control or construction stakes destroyed by either him or a third party and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain established points and marks. Contractor shall work in accordance with the City of Coppell standard details.
- No separate payment shall be made to the Contractor for construction staking which shall be considered incidental to the project and payments made under specific Pay Items shall be considered as full compensation for these requirements.
- 1.10 CONFORMITY WITH DRAWINGS:** All work shall conform to the lines, grades, cross-sections, and dimensions shown on the Drawings or in accordance with City standard details. Any deviation from the Drawings which may be required by the exigencies of construction will be determined by the Engineer and authorized by him in writing.
- 1.11 TESTING LABORATORY SERVICE:** The Owner shall make arrangements with an independent laboratory acceptable for testing as required by the construction plans and standard specifications. The Contractor shall bear all related costs of retests, or re-inspections. The Contractor shall notify the ENGINEER in a timely manner of when and where tests or inspections are to be made so that they may be present. One copy shall be provided to the contractor of all reports and laboratory test results. Testing by the Owner does not alleviate the contractors' responsibility for his own quality assurance/quality control testing. Contractor shall replace any deficient construction items.
- 1.12 SUSPENSION OF WORK:** If the work should be stopped or suspended under any order of the court, or other public authority, the Owner may at any time during suspension upon seven days written notice to the Contractor, terminate the Contract. In such an event, the Owner shall be liable only for payment for all work completed plus a reasonable cost for any expenses resulting from the termination of the Contract, but such expenses shall not exceed \$5,000.

1.13 PRESERVATION OF TREES: Permission of the Engineer must be obtained for removal of trees that obstruct the installation of the improvements as outlined for this project in these Contract Documents. The penalty for the removal or destruction of a tree without obtaining written permission from the Engineer shall be \$500.00 per caliper inch payable to the Owner. If damage is occurring or is likely to continue, tree guards shall be erected when so directed by the Engineer at the Contractor's expense.

1.14 COOPERATION OF CONTRACTOR: The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work contracted.

The Superintendent and the Contractor shall be responsible for supervision of all work performed by the subcontractor at all times during construction.

1.15 WARNING DEVICES: The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. Compensation will be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law for the protection of persons or property under pay item to Furnish, Install and Maintain Traffic Control Devices.

The Contractor shall assume all duties owned by the City of Coppell to the general public in connection with the general public's immediate approach to and travel through the work site and area adjacent to said work site.

Where the work is carried on, in, or adjacent to, any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as are required by law. The Contractor shall submit a traffic control plan to be reviewed by the City prior to the beginning of work. In preparing the traffic control plan, the contractor shall take into account that the project will be constructed in multiple phases. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs, and lights, and other precautionary measures shall not cease until the project shall have been fully and finally accepted by the Owner.

If the Engineer discovers that the Contractor has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Engineer may order such additional precautionary measures as required by law to be taken

to protect persons and property, and to be reimbursed by the Contractor for any expense incurred in ordering such additional precautionary measures.

In addition, the Contractor will be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights, or other precautionary measures in protecting said property, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor. If the damages are not corrected in a timely fashion, then the City shall have the right to repair the damage and charge the cost back to the Contractor. All of this work is considered incidental to pay item I-48 – Traffic Control.

1.16 EXISTING UTILITIES, STRUCTURES AND OTHER PROPERTY:

In regards to existing utilities, structures and other property within, crossing or adjacent to the site, the Contractor understands and accepts the following conditions:

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas sewer, electric, telephone, telegraph, television, and other underground utilities and structures. This includes the water and sanitary sewer services.
- b. After commencing the work, the Contractor will use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage.
- c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
- d. The Contractor shall repair or pay for all damage caused by his operations to all existing utilities, public property, and private property, whether it is below ground or above ground, and he shall bear sole responsibility to settle the total cost of all damage suits which may arise as a result of his operations.
- e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction directly with the appropriate utility company.

1.17 DRAINAGE: The Contractor shall maintain adequate drainage at all times.

1.18 PROJECT MAINTENANCE: The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of the contract.

1.19 CLEANUP:

During Construction. The contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable or interferes with the progress of the project, and/or when requested to do so by the Owner.

Final. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an appearance acceptable to the Engineer and the Owner. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

1.20 INSPECTION: The word "Inspection" or other forms of the word, as used in the contract documents for this project shall be understood as meaning an Owner's agent will observe the construction on behalf of the Owner. The agent will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

1.21 DISPOSAL OF WASTE AND SURPLUS EXCAVATION: All trees, stumps, slashings, brush or other debris removed from the site as a preliminary to the construction of the various improvements shall be removed from the property by the Contractor. Any required burning and/or disposal permits shall be the sole responsibility of the Contractor.

All excavated materials in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner by the Contractor.

1.22 WATER FOR CONSTRUCTION: The Contractor shall make the necessary arrangement for securing and transporting all water required in the construction of this project, including water required for mixing of concrete, sprinkling, testing, flushing, flooding, or jetting. The Contractor shall provide water as required at his own expense.

1.23 GUARANTEE: All work shall be guaranteed against defects resulting from the use of inferior materials, equipment or workmanship for a period of two (2) years from the date of final completion and acceptance of the project.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.1 GENERAL:

- A. Contractor to submit Shop Drawings, Product Data and Samples as required by the Contract Documents and as specified in other sections of the specifications.

1.2 SHOP DRAWINGS:

- A. As soon as practicable after contract award, submit to the Engineer, for review, the required number of bound copies of shop drawings of all items as specified in the various sections of these specifications, accompanied by letters of transmittal.
- B. Shop drawings shall include: Manufacturer's catalog sheets and/or descriptive data for materials and equipment; showing dimensions, performance characteristics, and capacities and other pertinent information as required to obtain approval of the items involved.
- C. No work requiring shop drawings will be executed until review and acceptance of such drawings has been obtained.

1.3 PRODUCT DATA:

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
- B. Manufacturers standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information that is not applicable to the work.
 - 2. Supplement standard information to provide information specifically applicable to the work.

1.4 SAMPLES: Provide samples as indicated in other parts of these specifications.

1.5 CONTRACTOR RESPONSIBILITIES:

- A. Review Shop Drawings and Product Data prior to submission.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with specifications.

- C. Coordinate each submittal with requirements of the work and of the Contract Documents.
- D. Begin no work that requires submittals until return of submittals with Engineer's review.
- E. Keep one (1) approved copy of shop drawings or product data at job site at all times.

1.6 SUBMISSION REQUIREMENTS:

- A. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of any other contractor.
- B. Number of submittals required:
 - 1. For shop drawings and product data: Submit the number of copies that the contractor requires, plus two that will be retained by the Engineer.
- C. Submittals shall contain:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The project title.
 - 3. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 4. Identification of the product.
 - 5. Field dimensions, clearly identified as such.
 - 6. Relation to adjacent or critical features of the work or materials.
 - 7. Applicable standards, such as ASTM or Federal Specification numbers.
 - 8. Identification of deviations from Contract Documents.
 - 9. Identification of revisions on re-submittals.
 - 10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.
 - 11. Fabrication and erection drawings lists and schedules.
 - 12. Basis of design and design calculations signed and sealed by a registered professional engineer.
 - 13. Seal and signature of a registered engineer on all structural submittals.

D. REVIEW:

- 1. Shop drawing and product data information review will be general. Such review will not relieve the contractor of any responsibility and work required by the Contract.
- 2. Satisfactory shop drawings will be so designated and all sets, except four (4), returned to the Contractor. Rejected shop drawings will be so designated

and all sets except two (2) will be returned to the Contractor, with indications of the required corrections and changes.

3. Rejected shop drawings will be corrected and resubmitted to the Engineer for Acceptance.

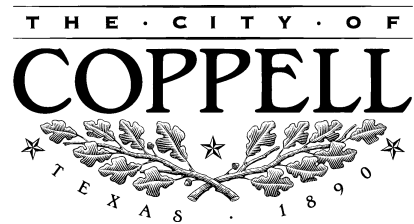
1.7 RESUBMISSION REQUIREMENTS:

- A. Make any corrections or changes in the submittals required by the Engineer and resubmit until accepted.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 2. Indicate any changes that have been made other than those requested by the Engineer.

1.8 ENGINEER'S RESPONSIBILITIES:

- A. Review submittals with reasonable promptness.
- B. Affix stamp and initials or signature, and indicate requirements for re-submittal, or acceptance of submittal.
- C. Return submittals to Contractor for distribution, or for resubmission.

SECTION 5
DESCRIPTION OF PAY ITEMS



SECTION 5 - DESCRIPTION OF PAY ITEMS

This section includes comments concerning various Pay Items so that the CONTRACTOR can fully understand the scope of work involved in the Pay Items.

1. Construction No Pay Items:

All work necessary for the orderly completion of the project, but not specifically included as a pay item in the Proposal, shall be considered subsidiary to the Contract and no separate or additional payment will be made, therefore. For example, there shall be no separate payment for the following: (a) removal and replacement of any signs, with the exception of the signs paid under various Bid Items, (b) removal of spoils, (c) water for construction, (d) surveying to establish grade, (d) maintenance of streets during construction, (e) sprinkling for dust control, (f) project trailer if needed, and/or (g) any other incidentals necessary to complete the work whether directly called out within the plans or implied.

2. Construction Pay Items:

Pay items as listed in the proposal shall be measured and paid for in accordance with the applicable measurement and payment paragraphs in the Standard Specifications for Public Works Construction - North Central Texas Council of Governments Fourth Edition, unless modified by these special provisions.

All work for this project shall be governed by the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition, the City of Coppell Standard Construction Details (Ord. #2006-1129), and Appendix "C" Design Criteria and Standards in the City of Coppell Subdivision Ordinance (Ord. #94-643), together with any additional Supplementary Conditions, Specific Project Requirements, General Notes or Description of Pay Items included herein.

2.1. Pay Item #I-1 – Mobilization:

This pay item shall include the mobilization and demobilization for the construction of the project. This pay item shall be inclusive of any and all mobilizations and demobilizations associated with the project. Mobilization shall be defined as all necessary equipment, supplies, materials, and personnel on the job site ready to begin construction. **Note: The total amount bid for Mobilization & Demobilization shall not exceed five percent (5%) of the Base Bid amount, exclusive of this pay item (adjusted contract amount).**

Video & photo documentation of the existing right-of-way and the entire work area prior to the start of construction must be provided to the City before commencing work.

Measurement and payment shall be as follows: Ten percent (10%) of the amount bid shall be paid with the first pay estimate following mobilization. On all subsequent pay estimates, payment shall be prorated on the basis of the value of the adjusted contract amount completed. Payment shall be total compensation for furnishing all labor, materials, tools, and equipment necessary to complete the work.

2.2. Pay Item #I-2 – Furnish, Install, and Maintain Project Signs:

This pay item shall consist of the installation of project signage at locations shown on the plans, or as directed by the engineer. The sign shall be constructed in accordance with the details found in Section 6 of the Specifications. If the city logo cannot be produced as an integral part of the sign, the City will furnish the City logo.

The contractor will be responsible for maintenance of the sign for the duration of the project. Any debris, graffiti, or damage caused by any means shall be cleaned or repaired by the contractor at no additional cost to the city.

Measurement and payment shall be made on the basis of price bid per each (EA) and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete the work.

2.3. Pay Item #I-3 – Prepare and Implement Traffic Control Plan:

This work includes developing and preparing a Traffic Control Plan, and then implementing and maintaining the required traffic control devices during construction as shown and/or indicated on the plans or as determined by the Engineer, in accordance with the appropriate details and specifications, including the TMUTCD. Inclusive with this pay item is the requirement for adequate notification and instruction (i.e., printed notices delivered to individual homes and businesses, electronic message boards, signage, etc.) to be given to adjacent property owners and to the traveling public regarding interruptions or changes to established traffic flow patterns to, from and along the work site. This work also includes the use of flagman, if necessary, to control traffic in an orderly manner as it enters, exits and/or passes through the construction area, as well as the installation and removal of all temporary riding surfaces. Additionally, the Contractor shall maintain the existing roadway and temporary riding surfaces in a safe driving condition at all times during construction.

In addition, the contractor shall coordinate with any work in the railroad right-of-way with the railroad, including the cost for railroad flaggers.

Traffic control plans and updates shall be provided to the Engineer for review prior to construction. Any lane reductions or closures will require the use of an arrow board as described in the TMUTCD.

Measurement and payment for traffic control work performed and materials furnished shall be made on the basis of the price per price bid per lump sum (LS) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete all phases of the work. Payment will be made on a prorated basis, with the percentage based on the amount of time bid on the contract. In the event the contractor exceeds the time bid on the contract, no additional compensation will be paid under this pay item.

2.4. Pay Item #I-4 – Prepare and Implement Storm Water Pollution Prevention Plan (SWPPP):

This pay item shall consist of furnishing, installing, maintaining and removing erosion controls throughout the duration of the project in accordance with the Texas Commission

on Environmental Quality permitting requirements for construction projects that disturb less than one (1) acre. Under the Texas Pollution Discharge Elimination System (TDPES) general construction permit TXR 150000, the operator with control of construction plans and specifications (Owner) and the operator with day-to-day operational control (Contractor) are required to post a Construction Site Notice. The Contractor shall be required to prepare and implement a single comprehensive site-specific Storm Water Pollution Prevention Plan (SWPPP) for the entire construction site. The Contractor shall be responsible for compliance with all posting requirements, and the implementation of best management practices that will be used to reduce, to the maximum extent possible, the pollutants and storm water discharges associated with the construction activity and ensure compliance with the terms and conditions of the TCEQ.

Measurement and payment shall be made on the basis of the price bid per lump sum (LS) for preparation and implementation of the SWPPP. This includes any necessary revisions to the Erosion Control Plan throughout the term of construction and the installation, sequencing, and maintenance of structural control measures throughout the term of construction. Payment shall be total compensation for furnishing all labor, materials, tools, and equipment necessary to complete the work and payment shall be prorated throughout the term of construction based on the calendar days.

2.5. Pay Item #I-5 – Project Communication:

This item shall consist of communicating all aspects of the project to both the adjacent businesses and property owners and the City throughout the term of the project. The contractor shall attend a preconstruction meeting with all the project stakeholders before beginning the work. This shall be in addition to the preconstruction meeting with the City Staff. The stakeholder meeting shall consist of introductions of key staff personnel, presentation of contractor's anticipated schedule, presentation of details regarding coordinating services such as refuse collection, mail distribution, ingress and egress, etc. and any other pertinent information to the project.

Measurement and Payment shall be made on the basis of the bid price per lump sum and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work of communicating the project. Payment for this item shall be paid upon substantially completing the work and successfully communicating the project milestones.

2.6. Pay Item #I-6 – Sawcut, Remove & Dispose of Concrete (All Thicknesses):

This work includes the removal of concrete street, alley, driveway, and sidewalks at the locations shown in the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications. All material removed from the job site shall be transported and legally disposed off-site by the contractor.

Concrete to be removed shall be sawed full depth through the existing reinforcement along even straight lines as shown on the plans or as established by the Engineer, in accordance with NCTCOG Item 402.3. Once concrete improvements are removed, exposed surfaces shall be roughened to allow adequate bonding of new concrete.

The removal of concrete curb that is integral to any concrete pavement, which is to be removed as part of this work, shall not be paid for directly but shall be considered subsidiary to this pay item. All concrete removal shall be subsidiary to this pay item. Any existing improvements beyond these limits, which are damaged or destroyed by the construction shall be removed and replaced at the Contractor's expense.

Measurement and payment for work performed and materials furnished completed and in place as provided herein shall be made on the basis of the price bid per square yard (SY) in accordance with NCTCOG Item 305.2 and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.7. Pay Item #I-7 – Construct 8” Reinforced Concrete Paving:

This work includes the construction of 8” reinforced concrete paving at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications. Grading and base preparation necessary to construct the paving to the lines and grades indicated in the plans shall be considered subsidiary to this work. All material removed from the job site shall be transported and legally disposed off-site by the contractor. No additional payment will be made for hauling of extra material from the job site.

Where new concrete abuts existing concrete, exposed surfaces shall be roughened to allow adequate bonding of new concrete. Epoxy grout #4x24” dowel bars into end of existing concrete. This operation shall be inspected and approved by the Engineer prior to placement of new concrete.

All concrete used for the concrete trail shall be Class “C” concrete with minimum cement content of 6 sacks per cubic yard and minimal compressive strength of 3,600 psi at 28 days. Fly ash will be permitted. The concrete shall be doweled into the existing pavement where appropriate and reinforced in accordance with the City of Coppell Standard Construction Details. The concrete trail shall be reinforced with a minimum of No. 4 bars placed on chairs on 18-inch centers in each direction. The cost for furnishing and placing reinforcement is subsidiary to the price bid.

The Contractor shall vibrate all concrete during the pour by a method approved by the Engineer. The Contractor is responsible for making sample concrete cylinders at a cycle determined by the Engineer for testing purposes. The surface shall be a baker broom finish and shall be cured with a highway white curing compound applied per the manufacturer's recommendations.

Joint type and spacing shall be in accordance with City of Coppell standard details, or as directed by the engineer. All construction, sawed, or expansion joints shall be sealed with self-leveling silicone joint sealant.

Measurement and payment for work performed and materials furnished related to the construction of reinforced concrete pavement of the specified thickness, as provided herein, shall be made on the basis of the price bid per square yard (SY) in accordance with NCTCOG

Item 303.9 and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work. Where concrete curb is indicated, it shall be placed integrally with the concrete pavement, however it will be paid under the separate pay item for concrete curb.

2.8. Pay Item #I-8 – Construct 10” Reinforced Concrete Paving:

This work includes the construction of 10” reinforced concrete paving at the locations shown on the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications. Grading and base preparation necessary to construct the paving to the lines and grades indicated in the plans shall be considered subsidiary to this work. All material removed from the job site shall be transported and legally disposed off-site by the contractor. No additional payment will be made for hauling of extra material from the job site.

Where new concrete abuts existing concrete, exposed surfaces shall be roughened to allow adequate bonding of new concrete. Epoxy grout #4x24” dowel bars into end of existing concrete. This operation shall be inspected and approved by the Engineer prior to placement of new concrete.

All concrete used for the concrete trail shall be Class “C” concrete with minimum cement content of 6 sacks per cubic yard and minimal compressive strength of 3,600 psi at 28 days. Fly ash will be permitted. The concrete shall be doweled into the existing pavement where appropriate and reinforced in accordance with the City of Coppell Standard Construction Details. The concrete trail shall be reinforced with a minimum of No. 4 bars placed on chairs on 18-inch centers in each direction. The cost for furnishing and placing reinforcement is subsidiary to the price bid.

The Contractor shall vibrate all concrete during the pour by a method approved by the Engineer. The Contractor is responsible for making sample concrete cylinders at a cycle determined by the Engineer for testing purposes. The surface shall be a baker broom finish and shall be cured with a highway white curing compound applied per the manufacturer’s recommendations.

Joint type and spacing shall be in accordance with City of Coppell standard details, or as directed by the engineer. All construction, sawed, or expansion joints shall be sealed with self-leveling silicone joint sealant.

Measurement and payment for work performed and materials furnished related to the construction of reinforced concrete pavement of the specified thickness, as provided herein, shall be made on the basis of the price bid per square yard (SY) in accordance with NCTCOG Item 303.9, and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work. Where concrete curb is indicated, it shall be placed integrally with the concrete pavement, however it will be paid under the separate pay item for concrete curb.

2.9. Pay Item #I-9 – Construct 4” Reinforced Concrete Sidewalk:

This work includes construction of concrete sidewalks of the specified thickness at the locations shown in the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications. All concrete used for sidewalk shall be Class “A” concrete with a minimum cement content of 5 sacks per cubic yard and minimum compressive strength of 3,000 psi at 28 days. Fly ash will be permitted.

The concrete shall be doweled into the existing sidewalk where appropriate and reinforced in accordance with the City of Coppell Standard Construction Details. The concrete trail shall be reinforced with a minimum of No. 3 bars placed on chairs on 18-inch centers in each direction. The cost for furnishing and placing reinforcement is subsidiary to the price bid.

No greater than 1 inch of sand level up course will be allowed under the sidewalk. The surface shall be a baker broom finish and shall be cured with a highway white curing compound applied per the manufacturer’s recommendations. Joint type and spacing shall be in accordance with city of Coppell standard details, or as directed by the engineer. All construction, sawed, or expansion joints shall be sealed with self-leveling silicone joint sealant.

All sidewalk construction shall be in compliance with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. Any sidewalk found to be in noncompliance shall be removed and brought to compliance at the Contractor’s sole expense.

Measurement and payment for reinforced concrete sidewalk work performed and materials furnished completed and in place as provided herein shall be made on the basis of the price bid per square yard (SY) in accordance with NCTCOG Item 305.2 and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.10. Pay Item #I-10 – Construct 6” Reinforced Concrete Driveway Pavement (No. 3 Bars 18” O.C.E.W.):

2.11. Pay Item #I-11 - Construct 8” Reinforced Concrete Driveway Pavement (No. 4 Bars 18” O.C.E.W.):

This work includes the construction of the specified thickness of reinforced concrete pavement (including integral curb, where indicated) at the locations shown on the construction plans or as determined by the ENGINEER, in accordance with the appropriate details and specifications. All concrete used for this project shall be Class “C” concrete with a minimum cement content of 6 sacks per cubic yard and minimal compressive strength of 3,600 psi at 28 days. All curb within the construction plans shall be a 6” monolithic curb. No separate payment shall be made for the integral curb, it is subsidiary to this pay item. Any street headers and butt joints shall also be constructed subsidiary to this pay item. The concrete shall be doweled into the existing pavement and reinforced in accordance with the City of Coppell Standard Construction Details.

The CONTRACTOR shall use a slip form paving machine and vibrate all concrete during the pour by a method approved by the ENGINEER. The CONTRACTOR is responsible for

making sample concrete cylinders at a cycle determined by the ENGINEER for testing purposes. No sand level up course will be allowed under any paving. The paving shall be a baker broom finish and shall be cured with a highway white curing compound applied per the manufacturer's recommendations.

CONTRACTOR shall pay close attention to NCTCOG Item 303.5.4.3 "Contraction Joints" regarding sawing of joints. In general, joints shall be sawed into the completed pavement surface as soon after initial concrete sets as possible so that some raveling of the green concrete is observed in order for the sawing process to prevent uncontrolled shrinkage cracking. Failure to perform the work in compliance with these requirements and those in Item 303.5.4.3 will subject the slab to rejection and the CONTRACTOR will be required to replace the slab at the sole expense of the CONTRACTOR. All joints shall be placed at 15 feet intervals (maximum of 18 feet intervals) or as directed by the ENGINEER.

All joints shall be sealed with silicone joint sealant prior to opening the road to traffic. CONTRACTOR shall remove debris from joints using compressed air prior to sealing joints.

Concrete street headers shall be constructed at the locations shown on the plans or as directed by the ENGINEER. Concrete street headers will not be measured or paid for separately but shall be subsidiary to this pay item.

Measurement and payment for work performed and materials furnished related to the construction of reinforced concrete pavement of the specified thickness, as provided herein, shall be made on the basis of the price bid per square yard (SY) in accordance with NCTCOG Item 303.8, and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

Note: The City of Coppel does not have a designated batch plant site for this project.

2.12. Pay Item #I-12 – Construct 8" Reinforced Stamped Concrete RoadHump:

This work includes construction of stamped concrete with integral color at the locations shown in the construction plans or as determined by the Engineer, in accordance with the appropriate details and specifications, including NCTCOG Item 305.2. All concrete used for construction shall be Class "C" concrete with a minimum cement content of 6 sacks per cubic yard and minimum compressive strength of 3,600 psi at 28 days. Fly ash will be permitted. The concrete pavement shall be reinforced with a minimum of No. 4 bars placed on chairs on 18-inch centers in each direction. The cost for furnishing and placing reinforcement is subsidiary to the price bid. Work shall be in compliance with City of Coppel stamped concrete ordinance 2002-979 and manufacturer's specifications.

Colors shall be Red Clay – Bomanite Integral Color with Bomanite Natural Gray Release (or an approved equal). All patterns shall be Running Bond Used Brick. Approved equal shall only be considered after review of specification and a test section that demonstrates the ability to match color and pattern. All joints shall match the colors used in the colored pavement.

Measurement and payment for stamped concrete pavement work performed and materials furnished completed and in place as provided herein shall be made on the basis of the price

bid per square yard (SY) in accordance with NCTCOG Item 305.2.4 and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.13. Pay Item #I-13 – Subgrade Preparation:

This work includes the preparation of the subgrade prior to placing pavement. Work shall include all fill or excavation necessary to establish the subgrade to the lines and grades shown in the plans, or per City standards, and shall ensure that the subgrade is suitable for placing pavement. All work for this item shall be in accordance with NCTCOG Item 301.1 Any import fill necessary shall be considered subsidiary to the price bid for this item. Additionally, any excess material shall be removed from the site and lawfully disposed of in an approved manner and shall be considered subsidiary to the price bid for this item.

Subgrade shall consist of native material with unsuitable material removed and compacted to a density not less than 95% standard proctor density. Acceptable fill is cement treated base, flex base or flowable fill. No lime will be permitted.

Measurement and payment shall be on the basis of price bid per square yard (SY) complete in place. The bid price shall be full compensation for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as specified.

2.14. Pay Item #I-14 – Unclassified Excavation:

This work consists of all the required excavation within the limits of the right-of-way and adjacent areas to establish the roadway cross-section, grade and profile as shown on the plans. All excavation is considered unclassified and shall be performed to the lines & grades shown on the construction plans or as directed by the ENGINEER, in accordance with the appropriate specifications, details and notes, including NCTCOG Item 203.4 and the City of Coppell Standard Construction Details.

This item also includes temporary stockpiling, placement and compaction of excavated material required for this project, in accordance with the appropriate specifications, including NCTCOG Item 203.6 and 203.7. Fill shall be placed and compacted (minimum 95% of maximum dry density) in accordance with the geotechnical report and the City of Coppell and/or NCTCOG specifications.

Payment shall include the removal and proper utilization or disposal of all excavated materials (including haul off of unused material), constructing, shaping and finishing of all earthwork involved. Note: the City does not have a designated location for disposal of excess excavation material. Costs for removal, haul-off and lawful disposal shall be considered subsidiary.

This is a “Plans Quantity” item and will not be measured unless there are revisions to the scope of work. Payment for work performed and materials furnished related to the unclassified street excavation, as provided herein, shall be made on the basis of the price bid per cubic yard (CY) for unclassified excavation and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.15. Pay Item #I-15 – Flexbase:

This work includes furnishing and installing in place of flexbase to replace or repair areas of subgrade preparation found to be inadequate. Material and installation shall conform to TxDOT Item 247, Type D, Grade 1-2.

Measurement and payment for work performed and materials furnished related to flexbase, as provided herein, shall be on the basis of price bid per ton (TON) complete in place. The bid price shall be full compensation for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as specified.

2.16. Pay Item #I-16 - Adjust Existing Manhole to Grade:

This work includes the adjustment (raising or lowering) of existing manhole covers in locations along the project where the pavement is being adjusted, or where the manhole has settled, as shown on the construction plans or as determined by the Engineer. These adjustments shall be in accordance with the appropriate details and specifications. No separate pay will be allowed for repairing damage to manholes due to construction on this project. The cost to repair such damage shall be the sole responsibility of the CONTRACTOR. Any damage to existing manholes that exists prior to commencing this project should be brought to the attention of the engineer prior to beginning work.

Measurement and payment for work performed and materials furnished related to the adjustment of existing manholes, as provided herein, shall be made on the basis of the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.17. Pay Item #I-17 - Adjust Existing Water Valve Box to Grade:

This work includes the adjustment (raising or lowering) of existing water valve boxes in locations along the project where the pavement is being adjusted, or where the valve box has settled, as shown on the construction plans or as determined by the Engineer. These adjustments shall be in accordance with the appropriate details and specifications, including those of the valve manufacturer. No separate pay will be allowed for repairing damage to valves or valve boxes due to construction on this project. The cost to repair such damage shall be the sole responsibility of the CONTRACTOR. Any damage to the valves or valve boxes that exists prior to commencing this project should be brought to the attention of the engineer prior to beginning work.

Measurement and payment for work performed and materials furnished related to the adjustment of existing water valve boxes, as provided herein, shall be made on the basis of the price bid per each (EA) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work.

2.18. Pay Item #I-18 – Restore Disturbed Areas:

This work includes all work, materials and incidentals necessary to restore parkways, landscaping, yards or other improved areas to an equal or better condition than prior to construction, in accordance with the appropriate details and specifications, including NCTCOG Items 202.2, 202.3, 202.4, 202.5, and 202.6. Parkway and disturbed areas along

the length of the project shall be restored with sod of the same type that exists adjacent to the disturbed area. Topsoil shall be placed in low areas to bring them to grade. Any existing landscape improvements, landscape beds, gravel rock beds, and/or any other existing improvement removed or relocated during the course of construction shall be replaced with like kind or better as a part of this pay item.

The CONTRACTOR will be required to water, fertilize, mow and otherwise maintain restored areas to establish healthy growth, even distribution of vegetation and full coverage over the restored area. The CONTRACTOR shall also maintain and protect these areas from damage and repair any damage that occurs, until completion and final acceptance of the project by the OWNER.

Measurement and Payment for parkway, median, landscape, and yard restoration work performed, and materials furnished complete and in place as provided herein shall be made on the basis of the price bid per lump sum (LS) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work, including watering, fertilizing, and maintenance of the restored areas.

2.19. Pay Item #I-19 – Repair, Replace, Modify and Restore Existing Irrigation Systems:

This work includes repairing, replacing and/or modifying any existing irrigation system or system component within the limits of the work area that is damaged or whose function/operation is adversely impacted by the construction of the proposed improvements, in a manner satisfactory to the adjacent property owners to whom they belong and the Engineer. This work includes repairing or replacing any damaged pipes, sprinkler heads or other system components (i.e., valves, controllers, valve boxes, etc.). This item shall apply to the necessary modification of the irrigation system within the parkway where the plans indicate to relocate existing irrigation control valves.

All existing irrigation systems will be assumed to be in good condition and fully operational unless the CONTRACTOR has inspected, noted and documented some specific damage to a system that exists, prior to construction beginning. It would, therefore, be advisable for the CONTRACTOR to contact adjacent property owners and/or system owners/operators prior to construction to determine the limits of all existing irrigation systems, the location of sprinkler heads and other system components, and to identify and document any existing damage.

All repairs should be completed as soon as possible after the damage is discovered. Any damage to existing grass, trees or landscaping resulting from a lack of water during construction because of damage to irrigation systems or irrigation systems that become inoperable will be the sole responsibility of the CONTRACTOR to replace. The exact number and location of sprinkler heads, valves, controllers, etc. on this project is unknown. The CONTRACTOR is, therefore, advised to visit the project site for himself and make his own determination of where existing irrigation systems may be located and to what extent those systems and system components may be damaged or impacted during construction.

Measurement and payment for work performed and materials furnished related to the repair, replacement, modification, or restoration of existing irrigation systems, as provided herein, shall be made on the basis of the price bid per lump sum (LS) and shall be total compensation

for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete the work, including replacing any sod, trees or landscaping damaged during the course of construction due to the lack of adequate watering or the inability to properly operate an existing irrigation system resulting from the construction.

2.20. Pay Item #I-20 – TxDOT Type 2 Pedestrian Ramp:

This work includes the construction of pedestrian ramps at locations shown in the construction plans or as determined by the ENGINEER, in accordance with TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item 531. All concrete used for barrier free ramp construction shall be Class "A" concrete with a minimum compressive strength of 3,000 psi at 28 days. Fly ash will be permitted.

All pedestrian ramps are based on the Texas Department of Transportation's Design Division Standards for Pedestrian Facilities: Curb Ramps (Detail PED-18A).

All ramp construction shall be in compliance with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. This includes the correct slope, correct width, correct texture, and correct color differentiation (i.e., staining to the finished ramp). The ENGINEER shall verify each ramp prior to final acceptance. Any ramp found to be in noncompliance shall be removed and brought to compliance at the CONTRACTOR's sole expense.

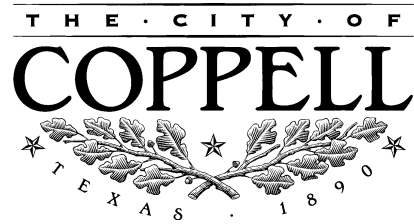
Measurement and payment for construction of barrier free ramps and materials furnished completed and in place as provided herein shall be made on the basis of price bid per square yard (SY) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment, and other incidentals necessary to complete the work.

2.21. Pay Item #X-1 – Project Allowance for Paving Improvements:

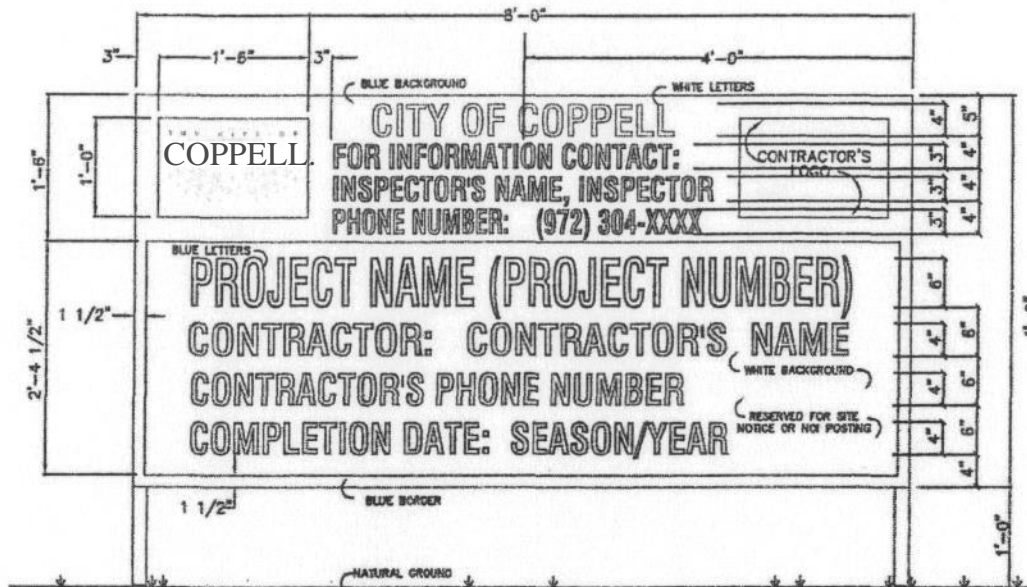
Projects of this type may require modifications to the contract and/or additional work which cannot be foreseen prior to construction. The cost for these modifications and/or additions will be reimbursed from this allowance if approved prior to performing the work. There is no guarantee that this allowance will be used at all. If used it may be used part or in whole at the OWNER's discretion.

A project allowance of \$50,000.00 shall be given for any additional work associated with paving improvements. Additional work shall be determined by the Owner. This work excludes any work listed and quantified on the bid proposal or work associated to complete bid items. As approved by OWNER, CONTRACTOR will be given additional working days for additional quantities/work.

SECTION 6
TECHNICAL SPECIFICATIONS



CITY OF COPPELL PROJECT SIGN



- NOTES:
- 1) LETTERING SHOULD BE BOLD TYPE
 - 2) SIGN PANEL WILL BE 3/4" EXTERIOR PLYWOOD PAINTED AS SHOWN ON DETAIL
 - 3) FRAME WILL BE 2"x4" STOCK REINFORCED BEHIND SIGN PANEL AT APPROX. 2' CENTERS
 - 4) ALL PAINT TO BE "OUTDOOR WPE"
 - 5) COORDINATE TO THE PROJECT LOCATION

EXAMPLE:

