

City of Coppel Public Works Department
Routing Sheet for Approval of Contracts and Agreements

Vendor Name: F&F Concrete, LLC Date: 12/1/2020

Contracted Work/Project: Sidewalk, Street & Alley Pavement Repairs

Explanation: New contract, \$540,000.00 for Sidewalk, Street & Alley Pavement Repairs

Council Approved: ☒ Yes / ☐ No If yes, Date: 11/10/2020 Budget Approved: ☐ Yes / ☐ No

Ethics Certificate Required: Yes / No If Yes, Copy is Attached: Yes / No

☐ New Vendor ☒ Existing Vendor ☐ Renewing Contract

Routing Sequence:

Initials Date

1. Employee initiating contract/agreement: Frank Garza FG 12/1/20
(Include W-9 & CIQ form if vendor is not in system.)

2. Supervisor Authorization: Jamie Brierton JB 12/1/20

3. Purchasing Manager/Technician: _____
(Signature needed only if vendor is new to system or contract has been changed since last time used)

4. Director of Public Works Authorization: Kent Collins KC 12/4/20

5. Deputy City Manager Authorization: Traci Leach/Vicki Chiavetta _____

Comments: _____

6. City Manager: Mike Land ML 12/4/20

Comments: _____

7. Originals back to Administrative Manager: Kyra Jansen _____

8. Copy of contract/agreement to Jennifer Miller: ☐ YES / NO ☐

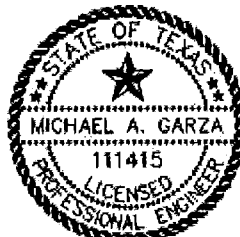


SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

BIDDING AND CONTRACT DOCUMENTS

Bid # Q-1021-03

OCTOBER 2020



Handwritten signature and date: 9/30/20

TABLE OF CONTENTS

Invitation to Bid.....	3
Instructions to Bidders.....	6
Project Specifications.....	14
Bid Summary and Conflict of Interest Questionnaire.....	23
Description of Pay Items.....	30
Standard Fixed Price Agreement.....	39
Corporate Acknowledgement.....	59
Performance Bond.....	60
Payment Bond.....	62
Maintenance Bond.....	64

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.



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

INVITATION TO BID

Bid # Q-1021-03

The City of Coppell is accepting bids for the construction of **Bid #Q-1021-03, SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS**. *This project is* for an annual Contract commencing within thirty (30) days after the date of the award and continuing for a 12-month duration. The City of Coppell, City Council reserves the right to extend this contract for three (3) additional one-year periods as it deems to be in the best interest of the city.

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.

Digital copies of the 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.

Sealed bids addressed to the Purchasing Agent, City of Coppell, Texas, for the construction of **Bid #Q-1021-03, SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS** will be received at the City of Coppell, 265 E. Parkway Boulevard, Coppell, Texas, until 2:00 p.m. on Thursday, October 22, 2020, and then publicly opened and read aloud remotely via a Zoom meeting. Each Bidder shall submit two identical copies of this bid with the City of Coppell Bid No. #Q-1021-03 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 (265 E. Parkway Boulevard, Coppell TX 75019) at 2:00 p.m. on Thursday, October 15, 2020. Attendance at the Pre-Bid Conference is not mandatory but strongly encouraged. The city is following social distancing protocols, and face masks are required to be worn in the building. Virtual attendance of the Pre-Bid Conference will be available via a Zoom meeting. Please contact Charles Ellis, Procurement Services, at cellis@copPELLtx.gov to receive a Zoom meeting invitation for the Pre-Bid.

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.**

TWO CONTRACTS POTENTIALLY WILL BE AWARDED AS A PART OF THIS INVITATION. The successful qualified low bidder will be awarded 60% of the annual contract value and will service the area east of Denton Tap Road. The successful qualified second low bidder will be awarded 40% of the annual contract value and will service the area west of Denton Tap Road.

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.

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 will be posted to BidSync. The deadline for submitting questions shall be Friday, October 20, 2020 at 5:00pm.

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.

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



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

INSTRUCTIONS TO BIDDERS

Bid # Q-1021-03

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services seventy-two (72) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Kori Allen, ADA Coordinator or other designated official at (972) 462-5148.

FUNDING: Funds for payment have been provided through the City of Coppel budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Coppel Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppel is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

SALES TAX: The City of Coppel is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or more of the sections. Two contracts potentially will be awarded as a part of this invitation. The successful qualified low bidder will be awarded 60% of the annual contract value and will service the area east of Denton Tap Road. The successful qualified second low bidder will be awarded 40% of the annual contract value and will service the area west of Denton Tap Road.

CONTRACT: This bid, when properly accepted by the City of Coppel, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual 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 City's Purchasing Agent.

IF DURING THE life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppel.

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all the price redetermination as it deems to be in the best interest of the City.

DELIVERY: all delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

ETHICS: The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation To Bid will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections, or changes to this **Invitation To Bid** and **Specifications** will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and Citying practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

REFERENCES: The City requests Bidder to supply, with this Invitation To Bid, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this Invitation To Bid. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Coppel and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner, City of Coppel, a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the Owner, City of Coppel, as an additional insured on the required coverage.

WAGES: Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppel, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation.

The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

TERMINATION FOR DEFAULT: The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

PURCHASE ORDER: A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

INVOICES shall show all information as stated above, shall be issued for each Purchase Order, and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019.

PAYMENT will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) are required to pay subcontractors within ten (10) days.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Coppell.

WARRANTY: Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

SPECIFICATIONS and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission 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.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

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



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

PROJECT SPECIFICATIONS

Bid # Q-1021-03

**PROJECT SPECIFICATIONS
FOR
SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS**

Work included in this contract may include, but is not limited to, the removal and/or replacement of concrete streets, sidewalks, drive approaches, medians, alleys, retaining walls, and barrier-free sidewalk ramps.

This contract is intended to be used to make repairs as needed throughout the City of Coppel.

1. Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the City will discuss procedures for the work to be completed.
2. The contractor will provide for City approval the names of material vendors, material submittals, a copy of mix designs for concrete, and a list of subcontractors.
3. The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
4. The contractor shall designate a full-time superintendent who shall be on the job site at all times during construction. The City's representative will communicate only with the superintendent, or foreman. The contractor may replace the designated superintendent after written notification to the City.
5. The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of repairs within a reasonable time after receipt of this notice, subject to such extensions of time as are provided by general and special conditions.
6. The Contractor will be responsible for notification to the public of the agreed upon start date and scope of work at least seventy-two (72) hours prior to start of work. Including, but not limited to, the City's sidewalk replacement signage.
7. The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
8. The City may request replacement of designated superintendent after written notification to contractor.
9. Monday-Friday work hours shall be limited to the period between 7:00 A.M. and 7:00 P.M. No work will be allowed on Saturdays without a written request to, and approval from, the City at least forty-eight (48) hours in advance. Saturday work hours shall be limited to the period between 9:00 A.M. and 5:00 P.M. No work will be allowed on Sundays or holidays (listed below).

New Year's Day
Memorial Day
July Fourth
Labor Day
Thanksgiving
Christmas Eve and Day

10. The City of Coppel Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (most current revision and amendments), shall govern all work performed in the City of Coppel. If a conflict arises, the inspector

in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense.

11. The City shall pay contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in proposal. A measurement of completed quantities will be conducted prior to the submittal of each pay request. A measurement of completed quantities will be completed at least one time per month. Completed quantities include sealing. The contractor's field supervisor and the City's representative shall conduct this measurement.
12. City may terminate contract if contractor persistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable materials, equipment, or otherwise violates in any substantial way any provisions of the contract documents. City may, after giving contractor seven days written notice and to the extent permitted by law and regulations, terminate the services of contractor from the site and take possession of the work.
13. All repairs are to be saw cut full depth at locations determined in the field by the City of Coppell and are to be square or rectangular in shape.
14. Complete removal of all **sidewalk/pavement** sections within the repair area is to be accomplished leaving clean vertical sides. Damaged vertical sides will be re-sawed, removed and replaced at the contractor's expense. Limit of pay will only be to the original saw line. Spoils from this activity and subgrade removal will be disposed of off-site at the contractor's expense.

*Note: When **sidewalk** repair includes curb and gutter repair, the curb and gutter will be paid under the bid item for curb and gutter. Measurement will be per City Standard Details, curb and gutter. The remainder of the sidewalk repair outside the limits of the curb and gutter repair will be measured and paid under the price per square yard for sidewalk repair. Thickness of concrete for curb and gutter repairs will be the same as the thickness of the adjacent street.

*Note: When **paving** repair includes curb and gutter repair, the curb and gutter will be paid under the bid item for paving. Measurement will be based on the measurement of flatwork plus the curb height. For example: a 3'x 3' section that includes curb will be paid at 3'x 3'6" or 1.17 square yards. The quantity of curb included in the bid is for those areas where only the curb needs to be replaced and will be constructed per City Standard Details. Payment will then be based on the price bid per linear foot of curb and gutter.

15. Removal of brick pavers shall be incidental to concrete removal and shall include complete removal of all pavers and underlying concrete support below pavers within the replacement area. The thickness of concrete removal below the pavers is generally between 6 and 8 inches in thickness. This is to be accomplished leaving clean vertical sides. Damaged vertical sides will be re-sawed, removed and replaced at the contractor's expense. Limit of pay will only be to the original saw line. Pavers, concrete, and spoils from this activity shall be disposed of off-site at the contractor's expense.
16. Subgrade shall be removed to a depth below bottom of the existing **sidewalk/pavement** and compacted to 95% standard proctor density. For **sidewalk**, fine, washed sand, free from organic materials or clay shall be placed. In lieu of sand, Grade I flexible base may be used. If unstable material is encountered that has to be removed, then Grade I flexible base shall be placed and compacted to 95% standard proctor density to bring subgrade up to the bottom of the existing sidewalk. For **pavement**, cement treated base (CTB) is to be placed and compacted (to 95% standard proctor density) in place of the removed subgrade. If the removal leaves a void deeper than the 6" requirement, or if unstable material is encountered that has to be removed, then flexbase shall be placed and compacted (to 95% standard proctor density) to bring subgrade up to 6" below bottom of the existing pavement.

17. Where brick pavers and underlying concrete are removed, the existing subgrade shall be compacted to 95% standard proctor density. CTB will then be placed and compacted (to 95% standard proctor density) to the bottom of the proposed stamped concrete.
18. Vertical sides of repair for **sidewalk**, area are to be doweled with #3 bars, epoxy embedded 6" into the sides at 12" centers. Vertical sides of repair for **pavement**, area are to be doweled with #4 bars, epoxy embedded 6" into the sides at 12" centers. A 24" #6 smooth dowel with dowel sleeve will be used at any transverse expansion joint that may be disturbed. See City of Coppell Standard Details.
19. Reinforcement steel for **sidewalk**, shall be minimum #3 bar on 24" centers transversely and #3 bar on 18" centers longitudinally and shall be supported by bar chairs spaced adequately to support the weight of the concrete during placement. For **pavement**, it shall be minimum #4 bar on 18" centers with 30 diameters bar laps. (#4 - 12" lap) and shall be supported by bar chairs spaced adequately to support the weight of the concrete during placement.
20. Concrete for **sidewalk**, shall be Type I cement Class 'A' concrete at a rate of 5 sacks per CY and a compressive strength of 3000 PSI at 28 days. Testing to be provided by owner, at the sole expense of the owner.
21. Concrete for **pavement**, shall consist of Type IIIA Cement Class 'C' Concrete at a rate of 6 sacks per CY and a compressive strength of 3600 PSI at 28 days unless otherwise noted. After placement of concrete, the entire new concrete section shall receive a coat of approved curing compound applied by use of a sprayer capable of producing an even and thorough coverage. Six cylinders shall be obtained for testing on the 7th, 14th, and 28th day. Testing to be provided by owner, at the sole expense of the owner, one density taken per repair location, concrete cylinders per day of pour, or 100 cubic yards, or as required by the owner. Pavement may be placed in service if a strength of 3000 PSI is obtained on the 7 or 14 day breaks. If a strength of 3600 PSI is reached on the 7 or 14 day breaks, then no additional test will be required. If the 28-day break does not obtain 3600 PSI, the pavement shall be removed and replaced at the contractor's expense.
22. Stamped concrete shall consist of the installation of integrally colored stamped concrete in the locations as shown in the plans. Color 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 specifications and a test section that demonstrates the ability to match color and pattern. All concrete for construction shall be Class 'A' concrete having a minimum of 6 sacks of cement per cubic yard and a minimum compressive strength of 3,600 psi at 28 days. In areas where the new concrete abuts existing concrete, the vertical sides are to be doweled with #4 bars epoxy embedded 6" into the sides at 12" centers. Reinforcement steel shall be a minimum #4 bar, on 18" centers with 12" bar laps and shall be supported by bar chairs adequately spaced to support the weight of concrete during placement.
23. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed- Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
24. Construction, longitudinal, contraction, transverse, expansion and all other joints shall be per the City of Coppell Standard Details, with silicone sealant and backer rod which shall be approved as part of the submittal process.
25. A. Each worksite where either or both vehicular and pedestrian traffic will be impeded, a work zone will be set up in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices (TXMUTCD). Most work sites will require at minimum the intermediate work zone applications. Traffic cones are not good intermediate traffic control devices. For specifics refer to the on-line version of the TMUTCD available on the Texas Department of Transportation's website located at (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>).

- B. A specific traffic control plan that is consistent with the TMUTCD is to be submitted for review to the Project City/Construction Inspector for any job sites that may require an encroachment into the roadway overnight. Daily daytime work zones that are withdrawn out of the roadway overnight do not require a plan to be submitted but will need to be consistent with the TXMUTCD. Vertical panels used for barricading in the gutter line, where a curb has been removed, do not constitute encroachment by definition as it applies to this contract. Implementation of the traffic control plan and all traffic control devices necessary for a safe work environment shall be provided at the sole expense of the contractor. No portion of a street will be allowed for complete closure without a review by the City of Coppel. Traffic control devices shall be maintained at all times during construction.
- C. Spoils will not be permitted to be left in the roadway or work area overnight or unattended during the work process. Spoils such as removed concrete panels pose a significant hazard to pedestrians and motorists and therefore must be barricaded with diligence. All spoils should be hauled off by the end of the workday.
26. All barrier free ramps with detectable warnings consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. Detectable warnings will be cast in place (wet set), shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp. All detectable warnings shall be approved by submittal. The color shall be brick red. The pay item will be by each unit, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The City of Coppel shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full compliance to federal and state ADA requirements**
27. The Bid Form includes Bid Items for ADA accessible ramps, lead steps, adjustment of water meters and valve boxes and adjustment of manholes and clean-outs. The quantity established for those items is by estimation only. The actual quantity, if any, will be established in the field and mutually agreed upon between the Contractor and the City Inspector assigned to the project. No payment will be made under these items unless the Inspector has approved the work in advance. All work under the items will be in accordance with the City of Coppel Standard Details.
28. Stairs will consist of a rise up to 8" and a tread depth of no more than 18", with each step of equal rise and depth. Stairs will be paid by square feet and will be measured by depth and width of tread.
29. Any buttons, striping or other traffic control device removed during construction shall be replaced to match pre-existing conditions.
30. Where deemed necessary by the City, the contractor shall use high-early strength concrete. The mix shall be capable of reaching 3,000 psi strength within 12 hours of placement.
31. There are no construction plans for this project. The contractor shall be responsible for proper drainage of each project.
32. A 24-month maintenance bond at 50% of total value, on a form provided by the City, will be provided by the successful bidder.

Reference the City of Coppel Standard Construction Details and Subdivision Ordinance for further clarification:
<http://www.copelltx.gov/government/departments/engineering/engineering-development-tools>
https://library.municode.com/tx/copell/codes/code_of_ordinances

32. It is the contractor's responsibility to identify, locate, test and protect areas with existing irrigation systems. All irrigation systems damaged will be repaired to as good or better condition, and to the satisfaction of the property owner at the contractor's sole expense within 72 hours of notification of damage.
33. It is the contractor's responsibility to obtain utility locates. Any damage to existing utilities will be the sole financial responsibility of the contractor.
34. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
35. All equipment left on the jobsite overnight shall be located within the lane closure and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment, it will not be allowed to be left in the street.
38. Contractor will be responsible for backfilling with suitable material behind the sidewalk and sodding the disturbed area with like turf and soil.
39. Positive drainage shall be established during the initial phase of grading and maintained throughout construction. The contractor will determine grade by use of an instrument or water as requested by the City. Any areas identified by the contractor that impede the positive drainage and are not scheduled for repair shall be brought to the attention of the project inspector. Inspector shall work with contractor to determine any additional areas that need repaired. Any completed repairs within the project that do not have positive drainage will be removed and corrected at the contractor's expense.
40. It will be the responsibility of the contractor to provide written notification to affected residents in the vicinity of the repair area prior to beginning the work. Information to be included will be the beginning and end dates of project, road closure information (if applicable) and contact number(s). A draft copy of the notice will be submitted, reviewed and approved by the Project City and City Inspector prior to its distribution to residents.
41. Once work in an area has commenced, it shall be completed and restored within 10 days.
42. Verbal response to citizen complaints must be made within 24 hours; issues must be rectified within 48-72 hours if the complaint is found to be valid.
43. All items necessary to complete the work are subsidiary to the price bid, including but not limited to: testing, pavement markings, traffic control plan, repair of irrigation systems, sodding, resetting existing signs, etc.
44. All the work contained in this contract lies within the city limits of the City of Coppel, Texas and shall be constructed according to the City of Coppel approved construction standard details and specifications and any amendments as adopted by the North Central Texas Council of Governments.

45. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The City of Coppel is the contracting agency for this construction project. The following statute requires any contracting agency to specify the generally prevailing rate of wages in contracts that are bid.

Vernon's Texas Civil Statutes - Article 5159a:

"Construction of Public Works in State
and Municipal or Political Subdivisions;
Prevailing Wage Rate to be maintained."

Pursuant to the requirements of this statute, the City of Coppell, has ascertained the following rates of wages are paid to various classifications of workers in the locality of this project.

Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

The hourly rate for legal holiday and overtime work shall be not less than one and one-half (1 & 1/2) times the base hourly rate.

The rates specified are journeyman rates. Apprentices may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. At no time shall a journeyman supervise more than one (1) apprentice. All apprentices shall be under the direct supervision of a journeyman working as a crew.

Pursuant to the requirements of this statute, the City of Coppell, has ascertained the following rates of wages are paid to various classifications of workers in the locality of this project:

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

Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed. The hourly rate for legal holiday and overtime work shall be not less than one and one-half (1 & 1/2) times the base hourly rate.

The rates specified are journeyman rates. Apprentices may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate not less than 60% of the journeyman's wage as shown. At no time shall a journeyman supervise more than one (1) apprentice. All apprentices shall be under the direct supervision of a journeyman working as a crew.

46. ADDITIONAL INFORMATION

This contract will commence thirty (30) days after the date of the award and will continue for 12 months. The City of Coppell, City Council reserves the right to extend this contract for three (3) additional one-year periods as it deems to be in the best interest of the city.

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

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).

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 or adjust quantities 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.



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

BID SUMMARY AND CONFLIT OF INTERESET QUESTIONNAIRE

Bid # Q-1021-03

BID SUMMARY AND CONFLIT OF INTERESET QUESTIONNAIRE

**BIDDERS PLEASE NOTE: ONE COPY OF THE FOLLOWING BID
SHEETS HAVE BEEN ENCLOSED FOR YOUR CONVENIENCE**

TWO COPIES MUST BE RETURNED TO THE PURCHASING DEPARTMENT NOLATER THAN:

Thursday, October 22, 2020, 2:00 p.m.

Bidders shall complete the following table of unit pricing and provide a total of all unit pricing listed in the space provided.

BID SUMMARY

Item #	Item Description	Unit	Bid Price Per Unit
1	Remove 6" to 8" thick reinforced concrete 0-50 SY	square yard	\$31.05
2	Remove 6" to 8" thick reinforced concrete 51-250 SY	square yard	\$30.50
3	Remove 6" to 8" thick reinforced concrete 251 + SY	square yard	\$30.00
4	Remove 9" to 10" thick reinforced concrete 0 - 50 SY	square yard	\$29.25
5	Remove 9" to 10" thick reinforced concrete 51 - 250 SY	square yard	\$29.00
6	Remove 9" to 10" thick reinforced concrete 251+ SY	square yard	\$28.75
7	Remove 6" to 8" thick reinforced concrete alley 0 - 50 SY	square yard	\$33.75
8	Remove 6" to 8" thick reinforced concrete alley 51 - 250 SY	square yard	\$33.75
9	Remove 6" to 8" thick reinforced concrete alley 251+ SY	square yard	\$32.85
10	Remove 4" to 5" concrete sidewalk 0-50 SY	square yard	\$22.50
11	Remove 4" to 5" concrete sidewalk 51 to 250 SY	square yard	\$21.60
12	Remove 4" to 5" concrete sidewalk 251 + SY	square yard	\$15.00
13	4" concrete sidewalk (3000 PSI) 0-50 SY	square yard	\$60.95
14	4" concrete sidewalk (3000 PSI) 51 to 250 SY	square yard	\$58.25
15	4" concrete sidewalk (3000 PSI) 251 + SY	square yard	\$49.50
16	6" (3600 PSI) concrete for pavement 0-50 SY	square yard	\$74.25
17	6" (3600 PSI) concrete for pavement 51 to 250 SY	square yard	\$74.25
18	6" (3600 PSI) concrete for pavement 251 + SY	square yard	\$72.00
19	6" High Early Strength concrete for pavement 0-50 SY	square yard	\$76.50
20	6" High Early Strength concrete for pavement 51 to 250 SY	square yard	\$76.50
21	6" High Early Strength concrete for pavement 251 + SY	square yard	\$79.00
22	8" (3600 PSI) concrete for pavement 0-50 SY	square yard	\$85.05
23	8" (3600 PSI) concrete for pavement 51 to 250 SY	square yard	\$85.05
24	8" (3600 PSI) concrete for pavement 251 + SY	square yard	\$81.00
25	8" High Early Strength concrete for pavement 0-50 SY	square yard	\$95.00
26	8" High Early Strength concrete for pavement 51 to 250 SY	square yard	\$90.00
27	8" High Early Strength concrete for pavement 251 + SY	square yard	\$85.50
28	9" (3600 PSI) concrete for pavement 0-50 SY	square yard	\$85.05
29	9" (3600 PSI) concrete for pavement 51 to 250 SY	square yard	\$85.05

Item #	Item Description	Unit	Bid Price Per Unit
30	9" (3600 PSI) concrete for pavement 251 + SY	square yard	\$81.00
31	9" High Early Strength concrete for pavement 0-50 SY	square yard	\$90.00
32	9" High Early Strength concrete for pavement 51 to 250 SY	square yard	\$90.00
33	9" High Early Strength concrete for pavement 251 + SY	square yard	\$85.00
34	10" (3600 PSI) concrete for pavement 0-50 SY	square yard	\$87.05
35	10" (3600 PSI) concrete for pavement 51 -250 SY	square yard	\$87.05
36	10" (3600 PSI) concrete for pavement 251+ SY	square yard	\$87.00
37	10" High Early Strength concrete for pavement 0-50 SY	square yard	\$85.50
38	10" High Early Strength concrete for pavement 51-250 SY	square yard	\$85.50
39	10" High Early Strength concrete for pavement 251+ SY	square yard	\$85.00
40	6" to 8" (3600 PSI) Alley pavement concrete 0 - 50 SY	square yard	\$90.90
41	6" to 8" (3600 PSI) Alley pavement concrete 51 to 250 SY	square yard	\$90.00
42	6" to 8" (3600 PSI) Alley pavement concrete 251 + SY	square yard	\$88.65
43	6" to 8" High Early Strength Alley pavement concrete 0 - 50 SY	square yard	\$95.00
44	6" to 8" High Early Strength Alley pavement concrete 51 to 250 SY	square yard	\$93.00
45	6" to 8" High Early Strength Alley pavement concrete 251 + SY	square yard	\$83.00
46	Barrier Free Ramps (4' Sidewalk)	each	\$1,750.00
47	Barrier Free Ramps (5' Sidewalk)	each	\$1,800.00
48	Barrier Free Ramps (6' Sidewalk)	each	\$1,900.00
49	Barrier Free Ramps (10' Sidewalk)	each	\$1,600.00
50	Sidewalk curb	linear foot	\$10.00
51	Stairs up to 8" rise	square foot	\$30.00
52	6" Integral Curb Concrete	linear foot	\$10.00
53	6" concrete drive approach up to connecting sidewalk or R.O.W.	square yard	\$67.50
54	8" concrete drive approach up to connecting sidewalk or R.O.W.	square yard	\$77.50
55	Remove curb and gutter 0 - 150 LF	linear foot	\$12.00
56	Remove curb and gutter 151 + LF	linear foot	\$10.00
57	24" curb and gutter to include 6" curb 0 - 150 LF	linear foot	\$38.00
58	24" curb and gutter to include 6" curb 151 + LF	linear foot	\$30.00

Item #	Item Description	Unit	Bid Price Per Unit
59	30" curb and gutter to include 6" curb 0 - 150 LF	linear foot	\$40.00
60	30" curb and gutter to include 6" curb 151 + LF	linear foot	\$35.00
61	36" curb and gutter to include 6" curb 0 - 150 LF	linear foot	\$31.00
62	36" curb and gutter to include 6" curb 151 + LF	linear foot	\$30.00
63	18" Mountable curb and gutter concrete	linear foot	\$40.00
64	SDHPT (grade 2) Type A Flex Base provided placed and compacted by contractor	ton	\$75.00
65	5" - 6" depth stamped patterned concrete median	square yard	\$154.25
66	8" depth stamped patterned concrete median	square yard	\$160.25
67	Removal of retaining wall (0-4 ft tall)	linear foot	\$15.00
68	Retaining wall (0-1.5 ft) with integral sidewalk	linear foot	\$25.00
69	Install retaining wall (1.6 - 3 ft) with integral sidewalk	linear foot	\$65.00
70	Install retaining wall (3.1 - 4 ft) with integral sidewalk	linear foot	\$65.00
71	Remove HMAC and necessary sub-base	square yard	\$30.00
72	Install HMAC 2" compacted along concrete repairs	square yard	\$45.00
73	Saw cut full depth concrete	linear foot	\$5.75
74	Saw cut full depth concrete sidewalk	linear foot	\$4.50
75	Saw cut asphalt full depth	linear foot	\$4.00
76	Partial (T/4) depth saw cut concrete	linear foot	\$5.00
77	Sod on all disturbing sides of construction to match existing species of grass	square yard	\$18.00
78	Unclassified Excavation 0 - 50 CY	cubic yard	\$47.00
79	Unclassified Excavation 51 - 100 CY	cubic yard	\$46.00
80	Unclassified Excavation 101 + CY	cubic yard	\$45.00
81	Place and Compact Fill supplied by Contractor CY	cubic yard	\$50.00
82	4" Concrete Riprap 0 - 50 SY	square yard	\$95.00
83	4" Concrete Riprap 51 to 250 SY	square yard	\$70.00
84	4" Concrete Riprap 251 + SY	square yard	\$65.00
85	Remove storm water pipe 0-30"	linear foot	\$45.00
86	Lay storm water pipe 0-30" RCP supplied by Contractor	linear foot	\$150.00
87	Install 6" French drain 0'-3' depth	linear foot	\$25.00
88	Install 6" French drain 3.01' - 6' depth	linear foot	\$25.00
89	Adjust Manhole to Grade	each	\$175.00
90	Adjust Existing Grate Inlet to Grade	each	\$175.00
91	Adjust Water Meter Cans and Irrigation Valve Boxes	each	\$175.00
92	Adjust Sewer Cleanouts	each	\$175.00
93	Adjust Valve Boxes	each	\$175.00
94	Relocate Existing Ground Box	each	\$100.00

Item #	Item Description	Unit	Bid Price Per Unit
95	2'x2' Grate Inlet	each	\$2,000.00
96	4'x4' Grate Inlet	each	\$3,000.00
97	3'x3' Type A Junction Box	each	\$1,200.00
98	4'x4' Type A Junction Box	each	\$4,000.00
99	5'x5' Type A Junction Box	each	\$4,000.00
100	6'x6' Type A Junction Box	each	\$4,000.00
101	7'x7' Type A Junction Box	each	\$3,500.00
102	Remove and Replace Storm Drain Inlet Top and Throat	each	\$2,500.00
103	Remove and Replace 5' Curb Inlet	each	\$2,000.00
104	Remove and Replace 10' Curb Inlet	each	\$4,000.00
105	Remove and Replace 15' Curb Inlet	each	\$3,000.00
106	Remove and Replace 20' Curb Inlet	each	\$3,800.00
107	Grubbing/ Land Clearing	square yard	\$15.00
108	Crack and Joint Sealing (Random Cracks, Redwood Expansion Joints, and Construction Saw Joints)	linear foot	\$3.50
109	Traffic Control Plan on major thoroughfare	daily	\$800.00
110	Traffic Control Plan on major thoroughfare	weekly	\$2,000.00
111	Traffic Control Plan on major thoroughfare	monthly	\$3,500.00

TOTAL UNIT PRICES BID FOR PROJECT: \$56,193.80

*Note: All work must be completed by: The end of a 12-month period after award of contract.

Submitted on: October 22, 2020
Date

Submitted by (Company): F&F CONCRETE, LLC
Name

Company Representative: Francisco Fabian
Signature

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">F&F Concrete LLC</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; margin-top: 10px;">NONE</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center;"><u>Francisco Fabian</u></p> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p><u>10/22/2020</u></p> <p style="text-align: center; font-size: small;">Date</p> </div> </div>		

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

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

DESCRIPTION OF PAY ITEMS

Bid # Q-1021-03

This section includes comments concerning various pay items so that the CONTRACTOR can fully understand the scope of work contemplated and required for each item bid.

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. Those items shall include, but not be limited to, for the following: (a) erosion and sediment controls; (b) excavation, embedment, backfill and compaction; (c) removal of spoils; (d) water for construction; (e) construction staking and/or layout; (f) surveying to re-establish grade; (g) maintenance of streets during construction; (h) sprinkling for dust control; (i) project trailer, if needed; (j) mobilization, bonds and insurance; and/or (k) any other incidentals or appurtenances 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 (NCTCOG), unless modified by these special provisions.

All work for this project shall be governed by the Project Specifications, Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition (NCTCOG), 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 information included herein.

Pay Item No. 01 - Remove 6" to 8" thick reinforced concrete 0-50 SY; Pay Item No. 02 - Remove 6" to 8" thick reinforced concrete 51-250 SY; Pay Item No. 03 - Remove 6" to 8" thick reinforced concrete 251 + SY; Pay Item No. 04 - Remove 9" to 10" thick reinforced concrete 0 - 50 SY; Pay Item No. 05 - Remove 9" to 10" thick reinforced concrete 51 - 250 SY; and Pay Item No. 06 - Remove 9" to 10" thick reinforced concrete 251+ SY

The items above shall follow the guidelines of the Project Specifications and NCTCOG Item 203. Measurement and payment shall be per square yard (SY).

Pay Item No. 07 - Remove 6" to 8" thick reinforced concrete alley 0 - 50 SY; Pay Item No. 08 - Remove 6" to 8" thick reinforced concrete alley 51 - 250 SY; and Pay Item No. 09 - Remove 6" to 8" thick reinforced concrete alley 251+ SY

The items above shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per square yard (SY).

Pay Item No. 10 - Remove 4" to 5" concrete sidewalk 0-50 SY; Pay Item No. 11 - Remove 4" to 5" concrete sidewalk 51 to 250 SY; and Pay Item No. 12 - Remove 4" to 5" concrete sidewalk 251 + SY

The items above shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per square yard (SY).

Pay Item No. 13 - 4" concrete sidewalk (3000 PSI) 0-50 SY; Pay Item No. 14 - 4" concrete sidewalk (3000 PSI) 51 to 250 SY; and Pay Item No. 15 - 4" concrete sidewalk (3000 PSI) 251 + SY

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.2. The unit of measurement shall be per square yard (SY).

Pay Item No. 16 - 6" (3600 PSI) concrete for pavement 0-50 SY; Pay Item No. 17 - 6" (3600 PSI) concrete for pavement 51 to 250 SY; Pay Item No. 18 - 6" (3600 PSI) concrete for pavement 251 + SY; Pay Item No. 19 - 6" High Early Strength concrete for pavement 0-50 SY; Pay Item No. 20 - 6" High Early Strength

concrete for pavement 51 to 250 SY; Pay Item No. 21 - 6" High Early Strength concrete for pavement 251 + SY; Pay Item No. 22 - 8" (3600 PSI) concrete for pavement 0-50 SY; Pay Item No. 23 - 8" (3600 PSI) concrete for pavement 51 to 250 SY; Pay Item No. 24 - 8" (3600 PSI) concrete for pavement 251 + SY; Pay Item No. 25 - 8" High Early Strength concrete for pavement 0-50 SY; Pay Item No. 26 - 8" High Early Strength concrete for pavement 51 to 250 SY; Pay Item No. 27 - 8" High Early Strength concrete for pavement 251 + SY; Pay Item No. 28 - 9" (3600 PSI) concrete for pavement 0-50 SY; Pay Item No. 29 - 9" (3600 PSI) concrete for pavement 51 to 250 SY; Pay Item No. 30 - 9" (3600 PSI) concrete for pavement 251 + SY; Pay Item No. 31 - 9" High Early Strength concrete for pavement 0-50 SY; Pay Item No. 32 - 9" High Early Strength concrete for pavement 51 to 250 SY; Pay Item No. 33 - 9" High Early Strength concrete for pavement 251 + SY; Pay Item No. 34 - 10" (3600 PSI) concrete for pavement 0-50 SY; Pay Item No. 35 - 10" (3600 PSI) concrete for pavement 51 -250 SY; Pay Item No. 36 - 10" (3600 PSI) concrete for pavement 251+ SY; Pay Item No. 37 - 10" High Early Strength concrete for pavement 0-50 SY; Pay Item No. 38 - 10" High Early Strength concrete for pavement 51-250 SY; Pay Item No. 39 - 10" High Early Strength concrete for pavement 251+ SY;

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 303.9. The unit of measurement shall be per square yard (SY).

Pay Item No. 40 - 6" to 8" (3600 PSI) Alley pavement concrete 0 - 50 SY; Pay Item No. 41 - 6" to 8" (3600 PSI) Alley pavement concrete 51 to 250 SY; Pay Item No. 42 - 6" to 8" (3600 PSI) Alley pavement concrete 251 + SY; Pay Item No. 43 - 6" to 8" High Early Strength Alley pavement concrete 0 - 50 SY; Pay Item No. 44 - 6" to 8" High Early Strength Alley pavement concrete 51 to 250 SY; Pay Item No. 45 - 6" to 8" High Early Strength Alley pavement concrete 251 + SY;

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 303.9. The unit of measurement shall be per square yard (SY).

Pay Item No. 46 - Barrier Free Ramps (4' Sidewalk); Pay Item No. 47 - Barrier Free Ramps (5' Sidewalk); Pay Item No. 48 - Barrier Free Ramps (6' Sidewalk); and Pay Item No. 49 - Barrier Free Ramps (10' Sidewalk)

The items above shall be constructed in accordance with Project Specifications and NCTCOG Item 305.2. Measurement and payment shall be per each (EA).

Pay Item No. 50 - Sidewalk curb

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.1. The unit of measurement shall be per linear foot (LF).

Pay Item No. 51 - Stairs up to 8" rise SF

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 802.1. The unit of measurement shall be per square foot (SF).

Pay Item No. 52 - 6" Integral Curb Concrete

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.1. The unit of measurement shall be per linear foot (LF).

Pay Item No. 53 - 6" concrete drive approach up to connecting sidewalk or R.O.W.; and Pay Item No. 54 - 8" concrete drive approach up to connecting sidewalk or R.O.W.

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.2. The unit of measurement shall be per square yard (SY).

Pay Item No. 55 - Remove curb and gutter 0 - 150 LF; Pay Item No. 56 - Remove curb and gutter 151 + LF

The items above shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per linear foot (LF).

Pay Item No. 57 - 24" curb and gutter to include 6" curb 0 - 150 LF; Pay Item No. 58 - 24" curb and gutter to include 6" curb 151 + LF; Pay Item No. 59 - 30" curb and gutter to include 6" curb 0 - 150 LF; Pay Item

No. 60 - 30" curb and gutter to include 6" curb 151 + LF; Pay Item No. 61 - 36" curb and gutter to include 6" curb 0 - 150 LF; and Pay Item No. 62 - 36" curb and gutter to include 6" curb 151 + LF

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.1. The unit of measurement shall be per linear foot (LF).

Pay Item No. 63 - 18" Mountable curb and gutter concrete

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 305.1. The unit of measurement shall be per linear foot (LF).

Pay Item No. 64 - SDHPT (grade 2) Type A Flex Base provided placed and compacted by contractor

This item shall be constructed in accordance with Project Specifications and NCTCOG Item 305.2. Measurement and payment shall be per ton (TON).

Pay Item No. 65 - 5" - 6" depth stamped patterned concrete median; and Pay Item No. 66 - 8" depth stamped patterned concrete median

This item shall follow the guidelines of Project Specifications and NCTCOG Item 303. Measurement and payment shall be per square yard (SY).

Pay Item No. 67 - Removal of retaining wall (0-4 ft tall)

This item shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per linear foot (LF).

Pay Item No. 68 - Retaining wall (0-1.5 ft) with integral sidewalk; Pay Item No. 69 - Install retaining wall (1.6 - 3 ft) with integral sidewalk; and Pay Item No. 70 - Install retaining wall (3.1 - 4 ft) with integral sidewalk

The items above shall be constructed in accordance with Project Specifications and NCTCOG Item 802.2. Measurement and payment shall be by per linear foot (LF).

Pay Item No. 71 - Remove HMA and necessary sub-base

This item shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per square yard (SY).

Pay Item No. 72 - Install HMA 2" compacted along concrete repairs SY

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 302.9. The unit of measurement shall be per square yard (SY).

Pay Item No. 73 - Saw cut full depth concrete; Pay Item No. 74 - Saw cut full depth concrete sidewalk; Pay Item No. 75 - Saw cut asphalt full depth; and Pay Item No. 76 - Partial (T/4) depth saw cut concrete

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 402.3. The unit of measurement shall be per linear foot (LF).

Pay Item No. 77 - Sod on all disturbing sides of construction to match existing species of grass

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 202.5. The unit of measurement shall be per square yard (SY).

Pay Item No. 78 - Unclassified Excavation 0 - 50 CY; Pay Item No. 79 - Unclassified Excavation 51 - 100 CY; and Pay Item No. 80 - Unclassified Excavation 101 + CY

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 202.5. The unit of measurement shall be per cubic yard (CY).

Pay Item No. 81 - Place and Compact Fill supplied by Contractor CY

The items above shall be constructed in accordance with Project Specifications and NCTCOG Item 203.7. Measurement and payment shall be by per cubic yard (CY).

Pay Item No. 82 - 4" Concrete Riprap 0 - 50 SY; Pay Item No. 83 - 4" Concrete Riprap 51 to 250 SY; and Pay Item No. 84 - 4" Concrete Riprap 251 + SY

The items above shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 803.5. The unit of measurement shall be per square yard (SY).

Pay Item No. 85 - Remove storm water pipe 0-30"

This item shall follow the guidelines of Project Specifications and NCTCOG Item 203. Measurement and payment shall be per linear foot (LF).

Pay Item No. 86 - Lay storm water pipe 0-30" RCP supplied by Contractor

This item shall be constructed in accordance with Project Specifications and NCTCOG Item 501.6. The unit of measurement shall be per linear foot (LF).

Pay Item No. 87 - Install 6" French drain 0'-3' depth; and Pay Item No. 88- Install 6" French drain 3.01' - 6' depth

The items above shall follow the guidelines of Project Specifications and NCTCOG Item 501. Measurement and payment shall be per linear foot (LF).

Pay Item No. 89 - Adjust Manhole to Grade

This item shall be constructed and measured and paid for in accordance with Project Specifications and NCTCOG Item 502.1. The unit of measurement shall be per each (EA).

Pay Item No. 90 - Adjust Existing Grate Inlet to Grade

This work includes adjusting existing grate inlets to proposed grade as indicated on the construction plans or as directed by the City, in accordance with the appropriate specifications and standards.

Measurement and payment for this work shall be made on the basis of 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.

Pay Item No. 91 - Adjust Water Meter Cans and Irrigation Valve Boxes

This work includes adjusting water meter cans and irrigation valve boxes to proposed grade as indicated on the construction plans or as directed by the CITY, in accordance with the appropriate specifications and standards.

Measurement and payment for this work shall be made on the basis of 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.

Pay Item No. 92 - Adjust Sewer Cleanouts

This work includes adjusting sewer cleanouts to proposed grade as indicated on the construction plans or as directed by the CITY, in accordance with the appropriate specifications and standards.

Measurement and payment for this work shall be made on the basis of 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.

Pay Item No. 93 - Adjust Valve Boxes

This work includes adjusting valve boxes to proposed grade as indicated on the construction plans or as directed by the CITY, in accordance with the appropriate specifications and standards.

Measurement and payment for this work shall be made on the basis of 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.

Pay Item No. 94 - Relocate Existing Ground Box

This work includes relocating existing ground box to the location indicated on the construction plans or as directed by the CITY, in accordance with the appropriate specifications and standards.

Measurement and payment for this work shall be made on the basis of 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.

Pay Item No. 95 - 2'x2' Grate Inlet and Pay Item No. 96 - 4'x4' Grate Inlet:

This work includes the construction of new grate inlets for the locations indicated on the construction plans or as determined by the CITY, in accordance with the appropriate details and specifications, including City of Coppel Standard Construction Details and NCTCOG Item 702.

Measurement and payment for work performed and materials furnished related to the construction of grate inlets (various types & dimensions), 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

Pay Item No. 97 - 3'x3' Type A Junction Box; Pay Item No. 98 - 4'x4' Type A Junction Box; Pay Item No. 99 - 5'x5' Type A Junction Box; Pay Item No. 100 - 6'x6' Type A Junction Box; and Pay Item No. 101 - 7'x7' Type A Junction Box

This work includes the construction of new junction boxes for the locations indicated on the construction plans or as determined by the CITY, in accordance with the appropriate details and specifications, including City of Coppel Standard Construction Details and NCTCOG Item 702.

Measurement and payment for work performed and materials furnished related to the construction of junction boxes (various types & dimensions), 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

Pay Item No. 102 - Remove and Replace Storm Drain Inlet Top and Throat

This work includes the demolition and reconstruction of inlet tops and throats at specific locations indicated on the construction plans or as determined by the CITY, in accordance with the appropriate details and specifications, including City of Coppel Standard Construction Details and NCTCOG Item 702.

Measurement and payment for work performed and materials furnished related to the construction of curb inlets (various types & lengths), 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

Pay Item No. 103 - Remove and Replace 5' Curb Inlet; Pay Item No. 104 - Remove and Replace 10' Curb Inlet; Pay Item No. 105 - Remove and Replace 15' Curb Inlet; and Pay Item No. 106 - Remove and Replace 20' Curb Inlet

This work includes the demolition and reconstruction of inlet at specific locations indicated on the construction plans or as determined by the CITY, in accordance with the appropriate details and specifications, including City of Coppel Standard Construction Details and NCTCOG Item 702.

Measurement and payment for work performed and materials furnished related to the construction of curb inlets (various types & lengths), 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

Pay Item No. 107 - Grubbing/ Land Clearing

This item shall follow the guidelines of Project Specifications and NCTCOG Item 203 and NCTCOG Item 202. Measurement and payment shall be per square yard (SY).

Pay Item No. 108 - Crack and Joint Sealing (Random Cracks, Redwood Expansion Joints, and Construction Saw Joints)

This item shall be constructed in accordance with Project Specifications and NCTCOG Item 401.1. Measurement and payment shall be by per linear foot (LF).

Pay Item No. 109 - Traffic Control Plan on major thoroughfare

This work includes furnishing, installing and maintaining the required temporary traffic control devices & detours (including temporary traffic buttons and striping, signage, temporary pavement, temporary rumble strips, temporary special shoring, and traffic barriers as needed) during each phase of construction as shown and/or indicated on the plans or as determined by the CITY, in accordance with the appropriate details and specifications, including the TMUTCD. Inclusive with this pay item is the requirement for adequate notification and instruction to be given 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 pavement.

Traffic control plans and updates shall be provided to the CITY for review prior to construction or modifying any traffic flow (changing lanes, road closures, changing a street to one way, etc.).

This work shall also include the construction of temporary pavement necessary for traffic shifts, construction staging, or as determined by the CITY. Temporary pavement shall be constructed and maintained in these areas prior to the construction of the final pavement. Any temporary pavement repair required for proposed utility work (water line, sanitary sewer and storm drain) is included in this pay item and no separate pay shall be made. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Additionally, the CONTRACTOR shall maintain the existing roadway and temporary pavement in a safe driving condition at all times during construction, throughout the reconstruction limits of the project. It shall be the sole responsibility of the CONTRACTOR to maintain the existing road and driving surface for both existing conditions and issues that may come up during construction. This shall include but is not limited to pothole repairs and crack sealing that affects driver and/or vehicle safety during construction as determined by OWNER.

Furthermore, CONTRACTOR shall coordinate with postal carriers/postmaster to create and execute a mailbox relocation plan to maintain continuous mail delivery throughout construction. This shall include any time, materials, temporary construction/installations, and any other items required.

Measurement and payment for this work shall be made on the basis of price bid per day (Daily) 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.

Pay Item No. 110 - Traffic Control Plan on major thoroughfare

This work includes furnishing, installing and maintaining the required temporary traffic control devices & detours (including temporary traffic buttons and striping, signage, temporary pavement, temporary rumble strips, temporary special shoring, and traffic barriers as needed) during each phase of construction as shown and/or indicated on the plans or as determined by the CITY, in accordance with the appropriate details and specifications, including the TMUTCD. Inclusive with this pay item is the requirement for adequate notification and instruction to be given 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 pavement.

Traffic control plans and updates shall be provided to the CITY for review prior to construction or modifying any traffic flow (changing lanes, road closures, changing a street to one way, etc.).

This work shall also include the construction of temporary pavement necessary for traffic shifts, construction staging, or as determined by the CITY. Temporary pavement shall be constructed and maintained in these areas prior to the construction of the final pavement. Any temporary pavement repair required for proposed utility

work (water line, sanitary sewer and storm drain) is included in this pay item and no separate pay shall be made. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Additionally, the CONTRACTOR shall maintain the existing roadway and temporary pavement in a safe driving condition at all times during construction, throughout the reconstruction limits of the project. It shall be the sole responsibility of the CONTRACTOR to maintain the existing road and driving surface for both existing conditions and issues that may come up during construction. This shall include but is not limited to pothole repairs and crack sealing that affects driver and/or vehicle safety during construction as determined by OWNER.

Furthermore, CONTRACTOR shall coordinate with postal carriers/postmaster to create and execute a mailbox relocation plan to maintain continuous mail delivery throughout construction. This shall include any time, materials, temporary construction/installations, and any other items required.

Measurement and payment for this work shall be made on the basis of price bid per week (Weekly) 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.

Pay Item No. 111 - Traffic Control Plan on major thoroughfare

This work includes furnishing, installing and maintaining the required temporary traffic control devices & detours (including temporary traffic buttons and striping, signage, temporary pavement, temporary rumble strips, temporary special shoring, and traffic barriers as needed) during each phase of construction as shown and/or indicated on the plans or as determined by the CITY, in accordance with the appropriate details and specifications, including the TMUTCD. Inclusive with this pay item is the requirement for adequate notification and instruction to be given 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 pavement.

Traffic control plans and updates shall be provided to the CITY for review prior to construction or modifying any traffic flow (changing lanes, road closures, changing a street to one way, etc.).

This work shall also include the construction of temporary pavement necessary for traffic shifts, construction staging, or as determined by the CITY. Temporary pavement shall be constructed and maintained in these areas prior to the construction of the final pavement. Any temporary pavement repair required for proposed utility work (water line, sanitary sewer and storm drain) is included in this pay item and no separate pay shall be made. Temporary pavement repair, as required by these specifications, will not be paid for directly but shall be considered subsidiary to this pay item.

Additionally, the CONTRACTOR shall maintain the existing roadway and temporary pavement in a safe driving condition at all times during construction, throughout the reconstruction limits of the project. It shall be the sole responsibility of the CONTRACTOR to maintain the existing road and driving surface for both existing conditions and issues that may come up during construction. This shall include but is not limited to pothole repairs and crack sealing that affects driver and/or vehicle safety during construction as determined by OWNER.

Furthermore, CONTRACTOR shall coordinate with postal carriers/postmaster to create and execute a mailbox relocation plan to maintain continuous mail delivery throughout construction. This shall include any time, materials, temporary construction/installations, and any other items required.

Measurement and payment for this work shall be made on the basis of price bid per month (Monthly) 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.



SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

Bid # Q-1021-03

CITY OF COPPELL, TEXAS

STANDARD FIXED PRICE AGREEMENT

FOR THE CONSTRUCTION OF

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

City of Coppel, Texas

This Agreement is made by and between the City of Coppel, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and _____, (hereinafter referred to as the "Contractor") for construction of SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privacy or any other

contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Owner's Representative of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has prepared documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF

CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such

Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Concrete Sidewalk, Street & Alley Pavement Repairs
/ Construction in accordance with the stated specifications.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new, and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than the end of the twelfth month of the one-year contract period. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

"Hours worked before 8:00 a.m., after 5:00 p.m., all weekends and holidays are subject to overtime. Overtime request must be made in writing and approved by the City of Coppell. Seventy-two hours notice is required. All overtime incurred by the City for inspection services shall be paid by the Contractor at the rate of \$54 per hour. If not paid, such cost may be deducted from partial payments." It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

3.1.2 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.3 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's Representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the Unit Pricing as established in the Bid Summary times the Quantity measured in the field. In the event the Contractor is unable to complete the selected scope within the awarded amount, the scope will be truncated.

In the event the City desires a Renewal of the Contract in subsequent year(s), the total price will be a variable amount based on available funding and may be higher or lower in renewal years (if applicable). According to State of Texas contract guidelines, the amount of the renewed contract cannot increase nor decrease by more than 25% when renewed.

The Unit Price(s) set forth in the Bid Summary shall constitute the Contract Price, which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Owner's Representative a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Owner's Representative and the Owner.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below:

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Owner's Representative and upon Certificates for Payment subsequently issued to the Owner, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the **10th day of each month** after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the last day of the previous month to the Owner in such form and manner, and with such supporting data and content, as the Owner may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Owner shall determine and certify to the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be

free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) Defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) Claims of third parties against the Owner or the Owner's property;
- (c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) Evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) Persistent failure to carry out the Work in accordance with the Contract;

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

- (g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Owner or Owner's Representative a list of items to be completed or corrected. When the Owner on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner for completing all incomplete Work, correcting and bringing into

conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner (or Owner's Representative) will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Owner will promptly issue a final Certificate for Payment certifying that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Owner is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to complete the scope within the time fixed therefore by the contract, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages of \$240 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability, therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner or Owner's Representative, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Owner's Representative.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
<i>Francisco Fabian</i>	<i>General Manager</i>
<i>Rogelio Barbosa</i>	<i>Superintendent</i>
<i>Artemio Salazar</i>	<i>Superintendent</i>
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Owner's Representative. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT

DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Owner. Approval by the Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Commission on Environmental Quality approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Owner's Representative shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Owner's Representative, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements. All overtime incurred by the City for inspection services shall be paid by the Contractor. If not paid, such cost may be deducted from partial payments."

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR

GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER "CITY OF COPPELL" AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner City of Coppel a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner "City of Coppel" as an additional insured on the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances, or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Coppell has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of Coppell of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to ensure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state, and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Owner or Owner's Representative during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Owner's Representative to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance

and operation of any and all such warning devices as may be required by the City of Coppell and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation (TMUTCD).

7.17 PROTECTION OF UTILITIES

AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 OWNER'S REPRESENTATIVE

8.1.1 When used in this Contract the term "Owner's Representative" shall be used interchangeably and shall mean a designated Architect, City, or Contract Administrator, or Inspector (who may not be an architect or City) for the Owner, said person to be designated or re-designated by the Owner prior to or at any time during the Work hereunder. The Owner's Representative may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Owner's Representative's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

by the decisions and instructions of the Owner's Representative, notwithstanding the contractual relationship between the Owner and the Owner's Representative. All of the Owner's instructions to the Contractor shall be through the Owner's Representative.

In the event the Owner should find it necessary or convenient to replace the Owner's Representative, the Owner shall retain a replacement and the status of the replacement shall be that of the former Owner's Representative.

8.2 ADMINISTRATION

8.2.1 The Owner's Representative, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Owner's Representative as set forth in this Contract and shall represent the Owner from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Owner's Representative.

8.2.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Owner's Representative shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Owner's Representative will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Owner's Representative shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Owner's Representative deems it necessary or advisable, he or she shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Owner's Representative will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Owner's Representative will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Owner's Representative shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Owner's Representative's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Owner's Representative shall determine all claims and matters in dispute with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Owner's Representative within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute that shall render a written decision within a reasonable time thereafter. The Owner's Representative's decisions shall be final and binding on the parties. In the event that the Contractor objects to the determination of any submitted dispute, the Contractor shall submit a written objection to the Owner within ten (10) days of receipt of the Owner's Representative's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 **CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Owner's representative written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 CLAIMS FOR ADDITIONAL COSTS - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, he Contractor shall give the Owner's Representative written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 CLAIMS FOR ADDITIONAL TIME - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during

the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Owner's Representative, for such reasonable time as the Owner may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Owner's Representative shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Owner's Representative and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Owner's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Owner's Representative in accomplishing the timely completion of the Project.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract, and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner's Representative on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner may require, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner,

payments on account shall be made to the Contractor on the Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Owner's Representative shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED

CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Owner's request or to any provisions of this Contract, it shall, if required by the Owner's Representative or the Owner, be uncovered for inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Owner's Representative or Owner, be uncovered for inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Owner's Representative as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and expenses made necessary thereby.

11.2.2 If within two (2) years after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE**OR NONCONFORMING WORK**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII**CONTRACT TERMINATION****12.1 TERMINATION BY THE CONTRACTOR**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER**12.2.1 FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(c) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(d) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages),

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (e) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Owner's Representative, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Coppell until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

Liability (Public) \$1,000,000 Aggregate
 \$1,000,000 Products &
 Completed Operations
 Aggregate.

Owner's Protective \$600,000 per occurrence
Liability Insurance \$1,000,000 aggregate

Excess/Umbrella Liability \$1,000,000 per occurrence
 w/drop down coverage

Endorsement CG 2503 Amendment Aggregate
 Limit of Insurance per
 Project or Owner's and
 Contractor's Protective
 Liability Insurance for the
 Project.

Automobile Liability \$500,000 Combined
 single limit per
 occurrence.

13.3 ADDITIONAL INSURED

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Owner's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Division of Purchasing, City of Coppell, 255 Parkway Blvd., Coppell, Texas, 75019.

13.5 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.6 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City on City of Coppell Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Coppell, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

The coverage provided herein shall be primary and noncontributory with any other insurance maintained by the City of Coppell, Texas, for its benefit, including self-insurance.

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

of any person providing services on the project;

- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Department of Insurance Division of Worker's Compensation on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 512-804-4345 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage. "

and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
- (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) obtain from each other person with whom it contracts, and provide to the Contractor:
- (i) a certificate of coverage, prior to the other person beginning work on the project; and
- (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV**MISCELLANEOUS****14.1 LAWS AND ORDINANCES**

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances, and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.7.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

EXECUTED in single or multiple originals, this 4th day of December, 2020

CITY OF COPPELL

CONTRACTOR

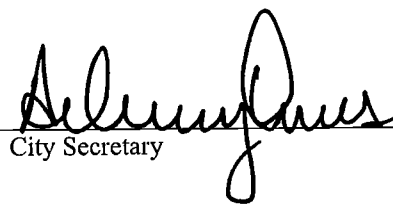
APPROVED:


City Manager

Francisco Fabian
(Signature)

ATTEST

Francisco Fabian
(Type/Print Name and Title)


City Secretary

3416 Chandler Dr.
(Street Address)

Rowlett, Texas 75088
(City/State/Zip)

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas

COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Francisco Fabian Member
(Print Name) (Print Title)
of FiF Concrete, LLC, the Contractor designated hereinabove, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Contractor, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November, A.D.,
2020

Estella Pena
Notary Public In and For
Dallas County, Texas

My Commission expires: April 30, 2022

CITY MANAGER'S ACKNOWLEDGMENT

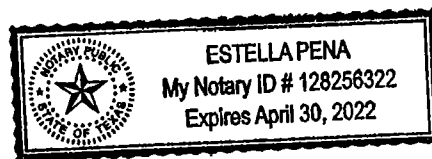
THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the undersigned, City Manager of the City of Coppell, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Coppell, Texas, a municipal corporation, that he/she was duly authorized to perform the same by appropriate resolution of the City Council of the City of Coppell and that he/she executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D.,
202__.

Notary Public in and for the State of Texas

My Commission expires: _____



References:

City of The Colony

#1 Harris Plaza

The Colony, Texas 75056

Contact Person: Terry Tawney 972-625-6644 Ext.3321

ttawney@thecolonytx.gov

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, Texas 75028

Contact Person: Rick Addington 972-874-6412

rick.addington@flower-mound.com

City of Irving

333 Valley View Ln

Irving, Texas 75060

Chris Chouffet 972-721-2209

cchouffet@cityofirving.org

City of Coppell

255 Parkway Blvd.

Coppell, Texas 75019

Frank Garza 972-462-5166

fgarza@coppelltx.gov

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

PERFORMANCE BOND

Bond No. B2796890

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That
FA F Concrete, LLC 2476 Chandler Dr., Rowlett, TX 75088 whose address is
Principal, and The Cincinnati Insurance 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, TEXAS a municipal corporation organized and existing
under the laws of the State of Texas, hereinafter called "Owner", in the penal sum of
Five Hundred Forty Thousand and 00/100ths dollars (\$ 540,000.00) 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, the Owner, dated the _____ day of _____, 202_, which is
made a part hereof by reference, for the construction of certain public improvements that are generally described as
follows:

Construction of the:
SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS
Bid No. #Q-1021-03

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 of 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 Contract or to the Work 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 Article 5160 of Vernon's Annotated Civil Statutes, and any
other applicable statutes of the State of Texas.

Bond No. B2796890

COUNTY OF DALLAS §

Page 60

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Tarrant County or Dallas 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 3 copies, each one of which shall be deemed an original, this, the _____ day of _____, 202__.

PRINCIPAL
F & F Concrete, LLC

By: Francisco Fabian

Title: member

ATTEST:

Neira Hernandez

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

NAME: William D. Baldwin

SURETY
The Cincinnati Insurance Company

By: Brent Baldwin

Title: Brent Baldwin, Attorney-in-Fact

ATTEST:

Neira Hernandez
Neira Hernandez

ADDRESS: 5930 Preston View Blvd., Ste 200, Dallas, TX 75240

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

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

Bond No. B2796890

PAYMENT BOND

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That
F& F Concrete, LLC whose address is
2416 Chandler Dr., Rowlett, TX 75088 hereinafter called
Principal, and The Cincinnati Insurance 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, TEXAS a municipal corporation organized and existing
under the laws of the State of Texas, a municipal corporation organized and existing under the laws of the State of
Texas, hereinafter called "Owner", in the penal sum of
Five Hundred Forty Thousand and 00/100ths dollars (\$ 540,000.00) 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 Owner, dated the _____ day of _____, 202_, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**Construction of the:
SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS
Bid No. #Q-1021-03**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill 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; the 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 Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise 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 Article 5160 of Vernon's Annotated Civil Statutes, 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 Tarrant County or Dallas County to whom any requisite notices may be delivered and on whom service of process

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

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 3 copies, each one of which shall be deemed an original, this, the _____ day of _____, 202 .

PRINCIPAL
F&F Concrete, LLC

SURETY
The Cincinnati Insurance Company

By: Francisco Fabian

By: Brent Baldwin

Title: Member

Title: Brent Baldwin, Attorney-in-Fact

ATTEST:
Araceli Fabian

ATTEST:
Neira Hernandez
Neira Hernandez

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

NAME: William D. Baldwin

ADDRESS: 5930 Preston View Blvd., Ste 200, Dallas, TX 75240

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

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

Bond No. B2796890

MAINTENANCE BOND

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: THAT F & F Concrete, LLC
as Principal, and
The Cincinnati Insurance Company, a corporation organized under the laws of
Ohio, as sureties, do hereby expressly acknowledge
themselves to be held and bound to pay unto the City of Coppell, Texas, a Municipal Corporation, Texas,
the sum of Five Hundred Forty Thousand and 00/100ths Dollars and
Cents (\$ 540,000.00), for the payment of which sum will and truly be made
unto said City of Coppell, Texas, 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 Contractor has this day entered into a written
contract with the said Owner to build and construct:

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS
Bid No. #Q-1021-03

which contract and the plans and specifications therein mentioned, adopted by the City of Coppell, Texas 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, Texas
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.

SIDEWALK, STREET & ALLEY PAVEMENT REPAIRS

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 3 copies, each one of which shall be deemed an original, this, the _____ day of _____, 202_.

PRINCIPAL
F & F Concrete, LLC

By: Francisco Fabian

Title: Member

ATTEST:

Francisco Fabian

SURETY
The Cincinnati Insurance Company

By: Brent Baldwin

Title: Brent Baldwin, Attorney-in-Fact

ATTEST:

Neira Hernandez
Neira Hernandez

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

NAME: William D. Baldwin

ADDRESS: 5930 Preston View Blvd., Ste 200, Dallas, TX 75240

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

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Monica Campos, Lindsay Mitchell, Blaine Allen, Michael Hill, Brady Cox, Brock Baldwin, Brent Baldwin, William Baldwin,

of Dallas, TX its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Five Million Dollars and 00/100 (\$25,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jester
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of



Scott R. Bolan
Assistant Secretary