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**CONSTRUCTION SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS**

**FOR**

***Neighborhood Alley Replacement Project  
Tax 2016 A***

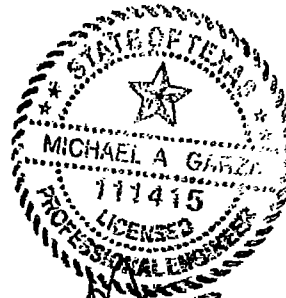
***Bid No. Q-0417-01***

**FOR**

**THE CITY OF COPPELL**

***April 2017***

Prepared by the  
City of Coppell  
Engineering Department



4/6/17

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 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.	
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**SECTION 1  
BIDDING  
DOCUMENTS**



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## **NOTICE TO BIDDERS**

The City of Coppell is accepting bids for the **Neighborhood Alley Replacement Project**

**Tax 2016 A.** The work shall consist of the removal and replacement of 14,640 square yards of 7" reinforced concrete alley, 40 square yards of 4" reinforced concrete drainage flumes, 3,600 square feet of concrete sidewalk, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project.

Bidding documents, including Construction Plans, Construction Specifications and Contract Documents, may be obtained for a non-refundable cost of \$50.00 from the City of Coppell Purchasing Agent, 255 Parkway Blvd., Coppell, Texas 75019. Digital copies of all bidding documents are available for download from [www.BidSync.com](http://www.BidSync.com). Sealed bids addressed to the Purchasing Agent, City of Coppell, Texas, for the construction of **Neighborhood Alley Replacement Project Tax 2016 A** will be received in the Purchasing Office at the City of Coppell Town Center, 255 Parkway Boulevard, **until 2:00 PM, Thursday, April 27, 2017**, and then publicly opened and read aloud. Each Bidder shall submit two identical copies of this bid with the City of Coppell **Bid No. Q-0417-01** designated clearly on the exterior of the bid envelope.

A **Pre-Bid Conference** has been scheduled for this project at the Coppell City Hall (255 Parkway Boulevard) at **2:00 PM on Thursday, April 20, 2017**. The conference is not mandatory; however, all interested bidders are strongly encouraged to attend.

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

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

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

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

## **BIDDING AND CONTRACT DOCUMENTS**

### **INSTRUCTIONS TO BIDDERS**

#### **1. Defined Terms.**

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

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

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

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

#### **2. Scope of Work.**

The work shall consist of the removal and replacement of 14,640 square yards of 7" reinforced concrete alley, 40 square yards of 4" reinforced concrete drainage flumes, 3,600 square feet of concrete sidewalk, and adjustment of miscellaneous valves, manholes, and other appurtenant structures. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project.

Work shall include all components necessary for the "turn key" construction of the project as shown in the plans for the **Neighborhood Alley Replacement Project Tax 2016 A**. It will be necessary to maintain access to the adjacent properties at all times throughout the project. The project contractor shall be responsible for all traffic control and any additional work necessary to maintain the safe operation of traffic through the project site.

#### **3. Copies of Bidding Documents.**

- 3.1 Complete sets of the Bidding Documents may be obtained from the City of Coppell Purchasing Agent, 255 Parkway Blvd., Coppell, Texas 75019, for a non-refundable cost of

\$50.00. Digital copies of all bidding documents are available from download from www.BidSync.com. The following general requirements pertain to the Bidding Documents:

- A) No bidding documents will be issued later than two (2) days prior to the bid opening date.
  - B) After award of the Contract, the successful Bidder will be furnished five (5) sets of Contract Documents at no charge. Additional sets over five (5) will be furnished for \$50.00 per set.
  - C) Bidding documents may be examined free of charge at the offices of the City Engineer, City of Coppell, 265 Parkway Boulevard, Coppell, Texas.
- 3.2 Complete sets of Bidding Documents must be used in preparing Bids; the City of Coppell assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. No partial sets of plans, specifications or proposal forms will be issued.
- 3.3 The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

#### **4. Qualifications of Bidders.**

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

- A. Current Project Experience (within five [5] days if requested).  
A list of all projects presently under construction by the bidder including approximate cost and completion date shall be submitted upon request.
- B. Past Project Experience (required to be submitted within five [5] days if requested).  
The Bidder shall submit a list of comparable projects completed within the previous five years including approximate cost(s), quantities, and completion date(s).
- C. Equipment (within five [5] days if requested).

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

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

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

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

E. Technical Experience.

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

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

**5. Conflict of Interest.**

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

**6. Examination of Contract Documents and Site.**

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

6.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the Owner by Owners of such underground Facilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof. All existing structures, improvements, and utilities shall be adequately protected, at the expense of the Contractor, from damage that might otherwise occur due to construction operations. Where construction comes in close proximity to existing structures or utilities, or if it becomes necessary to move

services, poles, guy wires, pipe lines, or other obstructions, it shall be the Contractor's responsibility to notify and cooperate with the utility or structure owner. The utility lines and other existing structures shown on the plans are for information only and are not guaranteed by the City to be complete or accurate as to location and/or depth. It shall be the Contractor's responsibility to verify locations and depths sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation of proposed improvements as indicated in the plans. The Contractor shall be liable for damage to any utilities resulting from the construction of this project.

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

## **7. Interpretations and addenda.**

- 7.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing Agent. Interpretations or clarifications considered necessary by the Purchasing Agent in response to such questions will be issued by Addenda mailed or delivered to all bidders recorded as having received the Bidding Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Each Bidder shall acknowledge on the bid proposal that all Addenda issued have been received.
- 7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.



**8. Contract Time.**

- 8.1 The time of completion of the project will be set through the bidding technique used in the Proposal Form. All work shall be complete within the calendar day count required by the Contractor's Proposal. The calendar day count shall commence ten (10) calendar days after the date of the Notice to Proceed or when the contractor begins work, whichever comes first. A more detailed explanation of the bidding technique and completion time is given in Item 1.6 of the Specific Project Requirements.
- 8.2 Prior to the issuance of the Notice to Proceed by the Owner, the Contractor shall submit a detailed Progress and Schedule chart to the Owner for approval.
- 8.3 Extension of the contract time shall be based on a Change Order or written amendment as specified in Item 108.8 of the NCTCOG General Provisions.

**9. Liquidated Damages.**

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

**10. Substitute or "Or-Equal" Items.**

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

**11. Subcontractors, Suppliers, and Others.**

- 11.1 If the Owner requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to the Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the request submit to the Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is requested. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, supplier, person or organization if requested by the Owner. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price may be increased (or decreased) by the difference in cost occasioned by such substitution, and the Owner may consider such price adjustment in evaluating Bids and making the contract award.

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

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

**12. Bid Proposal.**

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

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

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

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

**13. Provision Concerning Escalator Clauses.**

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

**14. Estimates of Quantities.**

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

**15. Submission of Bids.**

Bids will be received by the Purchasing Agent, and shall be submitted to the Purchasing Agent, City of Coppell, at the Town Center, 255 Parkway Boulevard, P.O. Box 9478, Coppell, Texas 75019 until, 2:00 PM, Thursday, April 27, 2017, and then publicly opened and read aloud. Two identical copies of the bid enclosed in an opaque sealed envelope and marked with the Project title, City of Coppell Bid No. Q-0417-01 and the name and address of the Bidder shall be submitted. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED Construction of: Neighborhood Alley Replacement Project Tax 2016 A on the face of it and addressed to the Purchasing Agent, City of Coppell, Texas. Bid submission shall include Bid Form, Bid Affidavit, Bid Bond and Conflict of Interest Form.

**16. Modification and Withdrawal of Bids.**

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

**17. Rejection of Bids.**

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

**18. Bids to Remain Subject to Acceptance.**

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

**19. Award of Contract.**

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

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

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

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

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

- 19.7 If the contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within ninety (90) calendar days after the date of the Bid opening.

**20. Incentives / Disincentives.**

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

**Total Contract Time:**

The contract time of completion shall be set based on the number of days bid by the successful bidder.

Liquidated damages of \$240.00 per calendar day shall apply for any work that exceeds the calendar day count as established herein. There shall be no maximum liquidated damages.

**21. Execution of Agreement.**

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

**22. Affidavit of Bills Paid.**

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

**23. Bid Compliance.**

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

**24. Notice to Proceed.**

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

**25. Sales Tax.**

The bidder shall not include or provide for sales tax on tangible personal property to be incorporated into the project. In order to be exempt from the sales tax on such tangible personal property, the contract shall separate and provide separate charges for materials to be incorporated into the project from charges for labor. The City will provide the Contractor

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

**26. Silence of Specification.**

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

**27. Change Orders.**

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

**28. Assignment.**

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

**29. Venue.**

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

**30. Maintenance Bond.**

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

**31. Testing Requirements.**

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

**32. Overtime.**

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

**33. Payment.**

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

**34. Documentation of existing conditions.**

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

**35. Bid Security.**

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

Acceptable Bid Security are:

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

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

**36. Bonds**

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

**37. Bid Notification**

City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the Coppell *Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**38. Employment Eligibility Verification**

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The

contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**39. Bid Summary Sheet**

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

**40. Environmentally Preferable Products and Services**

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

**41. Electronic Bids**

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

**42. Questions**

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



**BID FORM**

PROJECT IDENTIFICATION:

Neighborhood Alley Replacement  
Project Tax 2016 A  
The City of Coppell, Texas

BID OF IIPL USA, LLC DATE 04/24/17  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO:

City of Coppell (hereinafter called OWNER)  
c/o Purchasing Agent  
255 Parkway Boulevard  
P.O. 9478  
Coppell, Texas 75019

CITY OF COPPELL BID NO: Q-0417-01

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

No: \_\_\_\_\_  
Date: \_\_\_\_\_  
Rec'd: \_\_\_\_\_

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.
- (d) BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
- (e) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by BIDDER for such purposes.
- (f) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (g) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

Neighborhood Alley Replacement Project Tax 2016A

UNIT PRICE BID SCHEDULE

BASE BID

Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
I-1	1	LS	Mobilization, Complete In Place, Forty Thousand Dollars and <u>Zero</u> Cents per LUMP SUM	\$40,000.00	\$40,000.00
I-2	6	EA	Furnish, install, and maintain Project Signs, Complete In Place, One Thousand Dollars and <u>Zero</u> Cents per EACH	\$1,000.00	\$6,000.00
I-3	1	LS	Prepare and Implement Traffic Control Plan, Complete In Place, Fifteen Thousand Dollars and <u>Zero</u> Cents per LUMP SUM	\$15,000.00	\$15,000.00
I-4	1	LS	Prepare and Implement Storm Water Pollution Prevention Plan, Complete In Place, Five Thousand Dollars and <u>Zero</u> Cents per LUMP SUM	\$5,000.00	\$5,000.00
I-5	14640	SY	Sawcut, Remove & Dispose of Concrete (All Thicknesses), Complete In Place Ten Dollars and <u>Zero</u> Cents per SQUARE YARDS	\$10.00	\$146,400.00
I-6	40	SY	Construct 4" Reinforced Concrete Drainage Flume, Complete In Place, Five Dollars and <u>Zero</u> Cents per SQUARE YARDS	\$5.00	\$200.00
I-7	11000	SY	Construct 7" Reinforced Concrete Paving, Complete In Place, Fifty Two Dollars and <u>Zero</u> Cents per SQUARE YARDS	\$52.00	\$572,000.00

I-8	1000	SF	Construct 4" Reinforced Concrete Sidewalk, Complete In Place, Five Dollars and Zero Cents per SQUARE FOOT	\$5.00	\$5,000.00
I-9	2600	SF	Construct 6" Reinforced Concrete Sidewalk, Complete In Place, Six Dollars and Zero Cents per SQUARE FOOT	\$6.00	\$15,600.00
I-10	3	EA	Adjust Existing Ground Box, Complete In Place, Two Hundred Dollars and Zero Cents per EACH	\$200.00	\$600.00
I-11	1	EA	Adjust Existing Irrigation Control Valve Box to Grade, Complete In Place, One Thousand Dollars and Zero Cents per EACH	\$1,000.00	\$1,000.00
I-12	2	EA	Adjust Existing Manhole to Grade, Complete In Place, Five Hundred Dollars and Zero Cents per EACH	\$500.00	\$1,000.00
I-13	1	EA	Adjust Existing Grate Inlet to Grade, Complete In Place, Two Thousand Dollars and Zero Cents per EACH	\$2,000.00	\$2,000.00
I-14	1	LS	Restore Disturbed Area, Complete In Place, Five Thousand Dollars and Zero Cents per LUMP SUM	\$5,000.00	\$5,000.00
I-15	1	LS	Repair, replace, modify and restore existing irrigation system, Complete In Place, Five Thousand Dollars and Zero Cents per LUMP SUM	\$5,000.00	\$5,000.00

I-16	1	EA	Remove and Reset Street Signs, Complete In Place, Five Hundred Dollars and Zero Cents per EACH	\$500.00	\$500.00
I-17	1	LS	Project Communication, Complete In Place, Five Thousand Dollars and Zero Cents per LUMP SUM	\$5,000.00	\$5,000.00
I-18	11000	SY	Subgrade Preparation, Complete In Place, Two Dollars and Zero Cents per SQUARE YARD	\$2.00	\$22,000.00

### BID SUMMARY

TOTAL BASE BID (A) Items #I-1 THRU #I-18 \$ 847,300.00  
TIME BID 200 CALENDAR DAYS  
TOTAL TIME BID (B) (Days x \$240.00) \$ 48,000

**BASIS FOR COMPARISON OF BIDS= A+B:**

\$ 895,300.00

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

**NOTE: A TIME BID OF MORE THAN 200 CALENDAR DAYS SHALL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.**

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

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

Total Tangible Personal Property: \$ 380,000


### PROPOSAL GUARANTY

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

SUBMITTED ON

04/27/17

Signature:



# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

IPL USA, LLC  
1940 Duke Street - Suite 200  
Alexandria, VA 22314

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

City of Coppell, Texas  
Town Center, 255 Parkway Blvd.  
Coppell, TX 75019

Bond Amount: 5% Five Percent of Amount Bid of total maximum bid price

PROJECT : (Name, location or address, and Project number, if any):

Neighborhood Alley Repair Project No. Q-0417-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April, 2017

(Witness)

(Seal)

IPL USA, LLC

By: [Signature]

(Principal)

(Seal)

Chief Operating Officer  
(Title)

Fidelity and Deposit Company of Maryland

(Surety)

By: [Signature]

(Title) Gerard J. Keith

Attorney-in-Fact



ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF TEXAS

COUNTY OF COLLIN

ON THE 26 DAY OF APRIL, 2017 BEFORE ME PERSONALLY APPEARED RICHARD SULTER  
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE  
Chief operating officer OF IIPL USA, LLC THE CORPORATION THAT EXECUTED THE FOREGOING  
INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE  
IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



[Signature]  
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF Pennsylvania

COUNTY OF Montgomery

ON THE 27th DAY OF April 2017 BEFORE ME PERSONALLY APPEARED Gerard J. Leib TO ME KNOWN, WHO  
BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF The Fidelity  
and Deposit Company of Maryland THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT,  
AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE  
IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

[Signature]  
Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gerard J. LEIB, Neil C. DONOVAN and Mary MCGINN, all of BERWYN, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

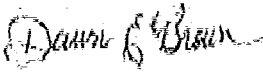
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

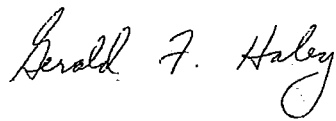
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of April, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
Assistant Secretary  
Dawn E. Brown

  
Vice President  
Gerald F. Haley

State of Maryland  
County of Baltimore

On this 6th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2016

### ASSETS

Bonds .....	\$ 141,903,342
Stocks .....	22,845,654
Cash and Short Term Investments .....	3,080,053
Reinsurance Recoverable .....	13,996,720
Other Accounts Receivable .....	27,147,872
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 208,973,641</b>

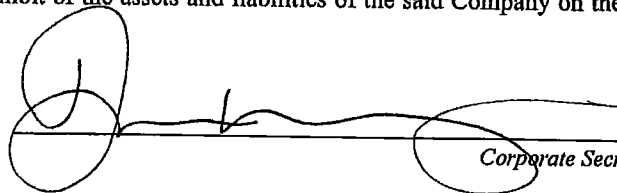
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 896,428
Ceded Reinsurance Premiums Payable .....	40,193,693
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 41,090,121</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	162,883,521
Surplus as regards Policyholders .....	167,883,520
<b>TOTAL .....</b>	<b>\$ 208,973,641</b>

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.

  
Corporate Secretary

State of Illinois  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1<sup>st</sup> day of March, 2017.

  
Notary Public



## BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF COLLIN BEFORE  
ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day  
personally appeared Richard Sulzer who after being by me  
Name

duly sworn, did depose and say:

"I, Richard Sulzer am a duly authorized office/agent for  
Name  
IIPL USA, LLC and have been duly authorized to execute the  
Name of Firm  
foregoing on behalf of the said IIPL USA, LLC  
Name of Firm

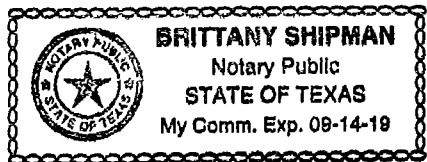
I hereby certify that the foregoing bids have not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly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

Name and Address of Bidder: IIPL USA, LLC  
5217 Tennyson Parkway, Suite 300 Plano, TX 75024

Telephone: ( 972 ) 895-3331 by: Richard Sulzer  
Title: Chief Operating Officer Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named Richard Sulzer  
on this the 26<sup>th</sup> day of April 2017

Notary Public in and for the State of Texas



If BIDDER IS:

**An Individual**

By \_\_\_\_\_ (Seal)

(Individual's Name)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (Seal)

(Firm Name)

(General Partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_

(Corporation Name)

(State of Incorporation)

By \_\_\_\_\_

(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_

(Name)

(Address)

By \_\_\_\_\_

(Name)

(Address)

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

## PREVAILING WAGE RATES

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General Decision Number: TX170035 01/06/2017 TX35

Superseded General Decision Number: TX20160035

State: Texas

Construction Type: Highway

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded ( and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	

Work Zone Barricade  
 Servicer.....\$ 11.68

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 15.32  
 Asphalt Paving Machine.....\$ 13.99  
 Broom or Sweeper.....\$ 11.74  
 Concrete Pavement  
 Finishing Machine.....\$ 16.05  
 Concrete Saw.....\$ 14.48  
 Crane Operator, Lattice  
 Boom 80 Tons or Less.....\$ 17.27  
 Crane Operator, Lattice  
 Boom over 80 Tons.....\$ 20.52  
 Crane, Hydraulic 80 Tons  
 or Less.....\$ 18.12  
 Crawler Tractor.....\$ 14.07  
 Excavator, 50,000 pounds  
 or less.....\$ 17.19  
 Excavator, over 50,000  
 pounds.....\$ 16.99  
 Foundation Drill , Truck  
 Mounted.....\$ 21.07  
 Foundation Drill, Crawler  
 Mounted.....\$ 17.99  
 Front End Loader 3 CY or  
 Less.....\$ 13.69  
 Front End Loader, over 3 CY.\$ 14.72  
 Loader/Backhoe.....\$ 15.18  
 Mechanic.....\$ 17.68  
 Milling Machine.....\$ 14.32  
 Motor Grader, Fine Grade....\$ 17.19  
 Motor Grader, Rough.....\$ 16.02  
 Pavement Marking Machine....\$ 13.63  
 Reclaimer/Pulverizer.....\$ 11.01  
 Roller, Asphalt.....\$ 13.08  
 Roller, Other.....\$ 11.51  
 Scraper.....\$ 12.96  
 Small Slipform Machine.....\$ 15.96  
 Spreader Bqx.....\$ 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.

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

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

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

#### Union Rate Identifiers

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



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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION