

BID FORM

PROJECT IDENTIFICATION: Denton Creek Grade Control Structure
Project No. DR-19-01
Stream G6 Channel Stabilization
Project No. DR-19-02
Coppell, Texas

BID OF A & B CONSTRUCTION LLC DATE 2/1/2021
(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-0221-02**

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

No:	<u>#1</u>	<u>#2</u>	<u> </u>	<u> </u>
Date:	<u>1/29/2021</u>	<u>2/1/21</u>	<u> </u>	<u> </u>
Rec'd:	<u>AC</u>	<u>AC</u>	<u> </u>	<u> </u>

BID PROPOSAL
For
DENTON CREEK GRADE CONTROL STRUCTURE

BID ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEM AND UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1.01	1	LS	BID, PERFORMANCE, PAYMENT AND OTHER BONDS Complete in Place for the Sum of: <u>THIRTY THOUSAND</u> dollars and <u>NO</u> cents per Lump Sum	\$ 30,000.00	\$ 30,000.00
1.02	1	LS	CONTRACTOR MOBILIZATION (5% OF BASE BID) Complete in Place for the Sum of: <u>SEVEN THOUSAND TWO HUNDRED</u> dollars and <u>NO</u> cents per Lump Sum	\$ 7,200.00	\$ 7,200.00
1.03	1	LS	PEDESTRIAN TRAFFIC CONTROL (FURNISH/INSTALL/MAINTAIN) Complete in Place for the Sum of: <u>FIVE THOUSAND</u> dollars and <u>NO</u> cents per Lump Sum	\$ 5,000.00	\$ 5,000.00
1.04	1	LS	STORMWATER POLLUTION PREVENTION PLAN Complete in Place for the Sum of: <u>FIVE THOUSAND</u> dollars and <u>NO</u> cents per Lump Sum	\$ 5,000.00	\$ 5,000.00
1.05	1350	SF	STABILIZED CONSTRUCTION ENTRANCE/EXIT (INSTALL/MAINTAIN/REMOVE) Complete in Place for the Sum of: <u>THREE</u> dollars and <u>NO</u> cents per Square Foot	\$ 3.00	\$ 4,050.00
1.06	51	LF	ROCK FILTER CHECK DAM (INSTALL/MAINTAIN/REMOVE) Complete in Place for the Sum of: <u>EIGHTY</u> dollars and <u>NO</u> cents per Linear Foot	\$ 80.00	\$ 4,080.00
1.07	1	LS	DEWATERING Complete in Place for the Sum of: <u>TWENTY THOUSAND</u> dollars and <u>NO</u> cents per Lump Sum	\$ 20,000.00	\$ 20,000.00
1.08	459	CY	UNCLASSIFIED EXCAVATION (CHANNEL) - HAUL OFF EXCESS Complete in Place for the Sum of: <u>FORTY</u> dollars and <u>NO</u> cents per Cubic Yard	\$ 40.00	\$ 18,360.00

BID ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEM AND UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1.09	275	CY	24" GRADATION STONE WITH FILTER FABRIC AND GRAVEL BEDDING Complete in Place for the Sum of: ONE HUNDRED THIRTY dollars and NO cents per Cubic Yard	\$ 130.00	\$ 35,750.00
1.10	184	CY	3'x3' PVC COATED GABION BASKET WITH GEOTEXTILE FABRIC Complete in Place for the Sum of: THREE HUNDRED FIFTY dollars and NO cents per Cubic Yard	\$ 350.00	\$ 64,400.00
1.11	1	LS	PROJECT ALLOWANCE FOR UNFORESEEN CONDITIONS Complete in Place for the Sum of: 25,000 dollars and NO cents per LUMP SUM	\$ 25,000.00	\$ 25,000.00

BID PROPOSAL
For
STREAM G6 CHANNEL STABILIZATION IMPROVEMENTS

ITEM	APPROX QTY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
2.01	1	LS	MOBILIZATION (MAX. 5% OF CONTRACT) THIRTY TWO THOUSAND FIVE HUNDRED Dollars and NO Cents, LUMP SUM	\$ 32,500.00	\$ 32,500.00
2.02	1	LS	TEMPORARY EROSION CONTROL. FIVE THOUSAND Dollars and NO Cents, LUMP SUM	\$ 5,000.00	\$ 5,000.00
2.03	2460	SY	CLEARING AND GRUBBING. TEN Dollars and NO Cents per SY	\$ 10.00	\$ 24,600.00
2.04	1550	CY	EXCAVATION. FORTY Dollars and NO Cents, per CY	\$ 40.00	\$ 62,000.00
2.05	80	CY	SITE EXCAVATED FILL. THIRTY FIVE Dollars and NO Cents, per CY	\$ 35.00	\$ 2,800.00
2.06	640	SY	TURF REINFORCING MAT W/ SEEDING. NINE Dollars and NO Cents, per SY	\$ 9.00	\$ 5,760.00
2.07	115	CY	IMPORTED TOP SOIL. FORTY FIVE Dollars and NO Cents per CY	\$ 45.00	\$ 5,175.00
2.08	70	CY	CONCRETE BEAM. SIX HUNDRED FIFTY Dollars and NO Cents per CY	\$ 650.00	\$ 45,500.00

ITEM	APPROX QTY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
2.09	418	CY	GABION STRUCTURES. THREE HUNDRED FIFTY _____ Dollars and NO _____ Cents per CY	\$ 350.00	\$ 146,300.00
2.10	156	EA	SOIL NAILING ONE THOUSAND FIFTY _____ Dollars and NO _____ Cents EACH	\$ 1,050.00	\$ 163,800.00
2.11	225	CY	12" GABION MATTRESS. TWO HUNDRED EIGHTY _____ Dollars and NO _____ Cents per CY	\$ 280.00	\$ 63,000.00
2.12	26	EA	TREE REMOVAL. FIVE HUNDRED _____ Dollars and NO _____ Cents EACH	\$ 500.00	\$ 13,000.00
2.13	7	EA	TREE PROTECTION. ONE HUNDRED FIFTY _____ Dollars and NO _____ Cents EACH	\$ 150.00	\$ 1,050.00
2.14	195	LF	REMOVE AND REPLACE FENCE. FIFTY FIVE _____ Dollars and NO _____ Cents per LF	\$ 55.00	\$ 10,725.00
2.15	3	CY	GROUT FOR GABION MATTRESS THREE HUNDRED FIFTY _____ Dollars and NO _____ Cents per CY	\$ 350.00	\$ 1,050.00
2.16	1	LS	REMOVE SWIMMING POOL. TWENTY TWO THOUSAND _____ Dollars and NO _____ Cents per LUMP SUM (LS)	\$ 22,000.00	\$ 22,000.00
2.17	1	LS	PROJECT ALLOWANCE FOR UNFORESEEN CONDITIONS 135,000 _____ Dollars and NO _____ Cents, LUMP SUM	\$ 135,000.00	\$ 135,000.00

BID SUMMARY – PROJECT NO. DR-19-01 and DR-19-02
Denton Creek Grade Control Structure and Stream G6 Channel Stabilization

TOTAL FOR ALL BID ITEMS **\$ 958,100.00**

TIME BID **180 CALENDAR DAYS**

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

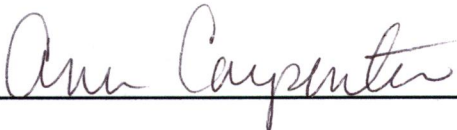
Total Tangible Personal Property: **\$ 448,100.00**

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 Fifth Edition.**

SUBMITTED ON **2/4/2021**

Signature:



BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF DALLAS

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

"I, ANN CARPENTER am a duly authorized office/agent for
Name
A & B CONSTRUCTION LLC and have been duly authorized to execute the
Name of Firm

foregoing on behalf of the said A & B CONSTRUCTION LLC
Name of Firm

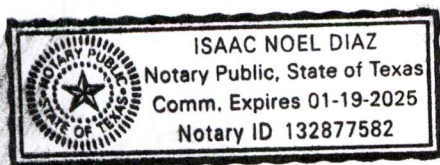
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly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

Name and Address of Bidder: A & B CONSTRUCTION LLC
3001 SALE STREET, SUITE 117, DALLAS, TX 75219

Telephone: (469) 422-5429 by: ANN CARPENTER
Title: MANAGING PARTNER Signature: Ann Carpenter

SUBSCRIBED AND SWORN to before me by the above named Ann Carpenter
on this the 4th day of Feb. 2021

Notary Public in and for the State of Texas
Isaac Diaz



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 A & B CONSTRUCTION LLC

(Corporation Name)

TEXAS

(State of Incorporation)

By ANN CARPENTER

(Name of person authorized to sign)

MANAGING PARTNER

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address _____

Phone No. _____

A Joint Venture

By _____

(Name) (Address)

By _____

(Name) (Address)

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2 ☐ 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 September 1st of the year in which an affidavit described in Section 176.006(a), Local Government Code is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

N/A

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

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

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

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

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

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

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

D. Describe each affiliation or business relationship.

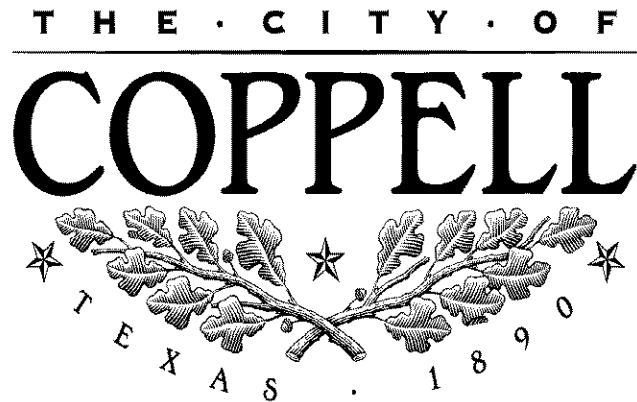
N/A

6

Signature of person doing business with the governmental entity

Date

**SECTION II
CONTRACT
DOCUMENTS**



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

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2021 by and between the **CITY OF COPPELL, TEXAS**, a municipal corporation (hereinafter called OWNER) and A & B CONSTRUCTION LLC (hereinafter called CONTRACTOR).

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

Article 1. WORK.

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

This work shall consist of the installation of a 184 cubic yards of gabion baskets and 275 cubic yards of rock riprap protection within the Denton Creek stream bed under Denton Tap Road. This project includes restoration of sod, landscaping, irrigation, signs, and any other items disturbed during the project. The overall scope of work shall include all components necessary for the "turnkey" construction of the project as shown in the plans for the Denton Creek Grade Control Structure (Project No. DR-19-01).

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Construction of:
Denton Creek Grade Control Structure (Project No. DR-19-01)
Strem G6 Channel Stabilization (Project No. DR-19-02)
Bid No. Q-0221-02**

Article 2. ENGINEER.

The Project Denton Creek Grade Control Structure has been designed by Halff Associates, Inc. The Project Stream G6 Channel Stabilization has been designed by Walter P. Moore and Associates, Inc. Contract administration will be provided by the City of Coppel Engineering Department who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be completed within **180** calendar days. The Contract time commences to run as provided in Item 103.2 of the General Provisions, and the work shall be completed and ready for final payment in accordance with Item 109.5 of the General Provisions.

3.2. Liquidated Damages. As stated in Item 20 of the Instructions to Bidders, the OWNER desires to expedite construction on this contract to minimize the inconvenience to the traveling public and to reduce the time of construction. Therefore, for the purposes of this project, an incentive/disincentive procedure shall be incorporated into the contract based upon the provisions for the incentive/disincentive as set forth in Item 20 of the Instructions to Bidders, Section I of these contract documents.

Article 4. CONTRACT PRICE.

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

The total contract sum shall be the amount of: \$ _____.

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

Article 5. PAYMENT PROCEDURES.

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

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

5.1.1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated in Item 109.5.2 of the General Provisions, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Item 109.4 of the General Provisions.

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

Article 6. INTEREST.

No interest shall ever be due on late payments.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

7.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes all responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Items 102.3, 103.1 and 104.1 of the General Provisions.

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

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages II-2 thru II-7, inclusive).
- 8.2. Exhibits to this agreement (immediately following this Agreement, inclusive), including Performance Bond, Payment Bond and Maintenance Bond.
- 8.3. Certificate of Insurance.
- 8.4. Notice of Award.
- 8.5. Part 1: Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fifth Edition.
- 8.6. Supplementary Conditions to the NCTCOG, Division 100: General Provisions (pages III-2 thru III-9, inclusive).
- 8.7. Specifications bearing the title: "Construction Specifications and Contract Documents for the "Denton Creek Grade Control Structure (Project No. DR-19-01) for the City of Coppell".
- 8.8. Drawings (Construction Plans) entitled: "Denton Creek Grade Control Structure (Project No. DR-19-01) for the City of Coppell.
- 8.9. The following listed and numbered addenda:
Addendum #1 and Addendum #2

- 8.10. CONTRACTOR's Bid Proposal and Bid Schedule of Section 1 - Bidding Documents.
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Items 104.2 and 109.3 of the General Provisions.
- 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

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

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Item 101 of the General Provisions will have the meanings indicated in the General Provisions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assignors and legal representatives to the other party hereto, its partners, successors, assignors and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

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

This Agreement will be effective on _____, 2021.

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

CONTRACTOR:

BY: _____

BY: Ann Carpenter

TITLE: _____

TITLE: Managing Member

ATTEST: _____

ATTEST: [Signature]

Address for giving notices:

Address for giving notices:

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

3001 Sale Street, Suite 117

Dallas, TX 75219

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

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