CITY OF COPPELL, TEXAS

CONSTRUCTION PROJECT

INVITATION TO BID #Q-0521-01

GRAPEVINE SPRINGS PARK CANAL WALL PROJECT

Knight Erosion Control, Inc.
d/b/a KEC Retaining Walls and Construction

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CITY OF COPPELL, TEXAS

This Agreement ("Agreement' or "Contract") is made by and between the City of Coppell, Texas (the "City") and Knight Erosion Control, Inc. d/b/a KEC Retaining Walls and Construction, a Texas corporation, ("Contractor") (each a "Party" and collectively the "Parties") for the construction and repair of canal walls and reconstruction of the diversion wall at the Grapevine Springs Park, (hereinafter referred to as the "Project"), the City and Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 NON-EXCLUSIVE CONTRACT

1.1.1 This Agreement shall be a non-exclusive Agreement between the City and Contractor.

1.2 THE CONTRACT

1.2.1 The contract between the City and Contractor, of which this Agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.3. THE CONTRACT DOCUMENTS

1.3.1 The Contract Documents consist of the following items:

A. This Agreement; and

B. City's Invitation to Bid No. Q-0521-01 "Grapevine Springs Park Canal Wall" and all addenda thereto ("Q-0521-01") (attached as Exhibit "A"); and

C. Contractor's Response to Bid No. Q-0521-01 (attached as Exhibit "B"); and

D. Construction Plans for Canal Wall Improvements for Grapevine Springs Park (attached as Exhibit "C").

1.4 ENTIRE AGREEMENT

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

1.5 NO PRIVITY WITH OTHERS

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than Contractor.

1.6 INTENT AND INTERPRETATION

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

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

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

1.6.4 The word "City" includes the City and its public officials, officers, employees, agents and employees. The word "Contractor" includes Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

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

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

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

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

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

1.7 OWNERSHIP OF CONTRACT DOCUMENTS

1.7.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

ARTICLE II

THE WORK

2.1 PERFORMANCE

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

2.2 DEFINITION

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

> Construction and repair of canal walls and reconstruction of the diversion wall at the Grapevine Springs Park for the Grapevine Springs Park Canal Wall Project as set forth in Exhibit “A”, Exhibit “B” and Exhibit “C” located in Grapevine Springs Park, Coppell, Dallas County, Texas, as more particularly described in Exhibit “C”.

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

ARTICLE III

CONTRACT TIME

3.1 SUBSTANTIAL COMPLETION

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

3.2 TIME

3.2.1 Contractor shall commence the Work upon receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than 185 calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules shall be submitted with each Application for Payment.

3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

3.4 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER

3.4.1 No claim shall be made by Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver

thereof and Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.4.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.4.3 Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 A total amount not to exceed two hundred sixty-nine thousand nine hundred and 77/100 Dollars ($269,900.77) as set forth in the Proposal Form Exhibit 'A' 1-4 of this Contract's Exhibit "B" shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract. Any additional work performed on the Project must be approved by the City.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 PAYMENT PROCEDURE

5.1.1 The City shall pay the Contract Price to Contractor as provided below.

5.1.2 APPLICATION FOR PAYMENT. On or before the 25th day of each month after commencement of the Work, Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the City in such form and manner as the City may require. Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. City shall make partial payments on account of the Contract Price to Contractor within thirty (30) days following City's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the City less such amounts, if any, otherwise owing by Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. Contractor shall submit Applications for Payment to:

City of Coppell
Attn: Finance/Accounts Payable Department
255 Parkway Blvd.
Coppell, TX 75019

5.1.3 STATEMENT OF DELAY. Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The

failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.1.4 Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

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

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

5.2 WITHHELD PAYMENT

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

(a) defective Work not remedied by Contractor or, in the opinion of the City, likely to be remedied by Contractor;

(b) claims of third parties against the City or the City's property;

(c) failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all work called for by this Contract and final acceptance by the Engineer and the City);

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the City or a third party to whom the City is, or may be, liable.

(h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.

In the event that the City makes written demand upon Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.2.1, Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to Contractor and shall incur no liability for a failure to withhold funds.

5.3 UNEXCUSED FAILURE TO PAY

5.3.1 If within twenty (20) days after the date established herein for payment to Contractor by the City, the City, without cause or basis hereunder, fails to pay Contractor any amount then due and payable to Contractor, then Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

5.4 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.4.1 When Contractor believes that the Work is substantially complete, Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial

Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence of and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

5.5 COMPLETION AND FINAL PAYMENT

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

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

5.5.3 City shall make final payment of all sums due Contractor within thirty (30) days of City's execution of a final Certificate for Payment.

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

ARTICLE VI

THE CITY

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations, and utility locations (if known) of the Project site.

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

6.1.3 The City shall furnish Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, Contractor shall immediately obey such order.

6.3 CITY'S RIGHT TO PERFORM WORK

6.3.1 If Contractor's Work is stopped by the City under Paragraph 6.2, and Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage

will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, Contractor shall pay the difference to the City.

6.4 PROJECT MANAGER

6.4.1 City shall designate a Project Manager to serve as the City's representative to observe the Work during the Term of this Contract.

6.4.1.1 The Project Manager, or designee, shall have the authority to:

(a) act on behalf of the City to the extent expressly provided in this Contract or otherwise in writing;

(b) stop the Work if, in the Project Manager's sole discretion, to prevent improper execution of the Work on the Project or otherwise to protect the interests of the City;

(c) approve and direct the sequence of execution and general conduct of the Work and direct that changes be made in such sequence if, in the Project Manager's sole discretion, public necessity or welfare, the interest of the City or the progress of the Work shall require. Such approval shall not relieve or diminish the responsibility of Contractor for or in the conduct of the Work;

(d) determine the amount, quality, acceptability and fitness of all work, materials and equipment required by Contractor; and

(e) decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of this Contract.

ARTICLE VII

CONTRACTOR

7.1 MUST FOLLOW CONTRACT

7.1.1 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, Contractor shall bear responsibility for such performance and shall bear the cost of correction. Contractor shall perform the Work strictly in accordance with this Contract.

7.2 PROSECUTION OF WORK

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

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

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

7.2.4 The City will not interfere with Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, Contractor is and shall be estopped from claiming any interference by the City or Engineer with Contractor's manner and means of performing that part of the Work.

7.3 WARRANTY

7.3.1 Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class

results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.

7.3.2 Contractor shall provide written warranty and guarantee of all Work performed under this Contract against defects in materials, equipment or workmanship for a period of one (1) year from the date of Final Acceptance as that term is defined in Section 5.5. Contractor shall also provide any additional warranties and guarantees of the Work items and components as specified in individual sections of the Specifications and as offered by the manufacturer.

7.4 PERMITS; FEES; LICENSES

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

7.5 SUPERVISION

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

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

NAME	FUNCTION
_____	_____
_____	_____
_____	_____

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

7.6 WORK SCHEDULE

7.6.1 City and Contractor shall develop an acceptable Baseline Schedule under which Contractor shall be required to comply in order to achieve Substantial Completion as set forth under Article III.

7.6.2 Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by Contractor to strictly comply with the provisions of this Paragraph 7.6 shall constitute a default and a material breach of this Contract.

7.7 ON-SITE DRAWINGS

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

7.8 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

7.8.1 Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

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

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

7.9 CLEANING THE SITE AND THE PROJECT

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

7.10 ACCESS TO WORK AND INSPECTIONS

7.10.1 The City and Engineer shall have access to the Work at all times from commencement of the Work through final completion. Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.11 INDEMNITY AND DISCLAIMER

7.11.1 **CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.**

7.11.2 **IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.**

7.11.3 **CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

7.11.4 **CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE**

HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.11.5 Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with the City a standard form Certificate of Insurance evidencing the required coverage.

7.11.6 In claims against any person or entity indemnified under this Paragraph 7.11 by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.11 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.12 NONDISCRIMINATION

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

7.13 PREVAILING WAGE RATES

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

7.14 JOB SITE SAFETY PRECAUTIONS

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

7.15 WARNING DEVICES AND BARRICADES

7.15.1 Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.16 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.16.1 Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the

Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. Contractor shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Contractor.

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

ARTICLE VIII

SUBCONTRACTORS

8.1 DEFINITION

8.1.1 A Subcontractor is a person or entity that has a direct contract with Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

8.2 AWARD OF SUBCONTRACTS

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

8.2.2 All subcontracts shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to the City against Contractor herein, including those rights afforded to the City by Subparagraph 8.2.3 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

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

ARTICLE IX

CHANGE ORDERS

9.1 CHANGE ORDERS

9.1.1 Changes shall be made only with the prior approval by the City and by the appropriate written Change Order from the Project Manager. The Project Manager may, at any time, by a written Change Order and, make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Purchasing Manager shall also make an equitable adjustment in the Contractor's compensation.

9.2 EXTRA WORK

9.2.1 Contractor shall perform Extra Work in connection with the Project but not specifically set forth under this Contract if ordered by the Project Manager (a) at the price agreed upon before such Extra Work is commenced and stipulated for in a written order or (b) at a reasonable cost for such work as determined by the Project Manager and Contractor.

9.2.2 Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not authorized in a written order by the Project Manager.

9.2.3 The Parties acknowledge and agree that there shall be no payment made by the City to Contractor without a written agreement (either a separate contract or a written order issued and authorized by the Project Manager) signed by the Parties. Should Contractor perform Extra Work or be requested to perform Extra Work by the Project Manager, it shall be Contractor's obligation and duty to first apply for and obtain a written order, approved

and executed by the Project Manager. Contractor's failure to obtain a written order signed prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 THE ENGINEER

10.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Project Engineer or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer, the title of Contract Administrator, or the fact that the Engineer is an employee of the City.

10.1.2 In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the replacement Engineer shall be that of the former Engineer.

10.2 ENGINEER'S ADMINISTRATION

10.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract.

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

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

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

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

ARTICLE XI

DEFECTIVE WORK

11.1 DEFECTIVE WORK

11.1.1 Inspection of the Work shall not relieve Contractor of any of its obligations to perform and complete the Work as required under this Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by Contractor notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the Work, Contractor shall make good such defect in a manner satisfactory to the Project Manager. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for same, is condemned by the Project Manager as unsuitable or not in conformity with the specifications or any of the other Contract Documents, Contractor shall remove such materials, equipment, apparatus and other items from the site of the Work and shall at its own cost and expense, replace the same and any material furnished by the City which shall be damaged or rendered defective by the handling or improper installation by the Contractor, its agents, servants, employees or subcontractors.

ARTICLE XII

CONTRACT DEFAULT AND TERMINATION

12.1 TERMINATION FOR CONVENIENCE OF CITY

12.1.1 City may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this Article, Contractor shall be entitled to payment in accordance with the terms of this Contract for the Work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and Contract close-out costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not be terminated.

12.2 TERMINATION FOR DEFAULT

12.2.1 If Contractor refuses or fails to properly prosecute or perform the Work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the Work within this time, the City may, by written notice to Contractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed or not performed in a good workmanship like manner. In this event, the City may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the Work. Contractor and its sureties shall be liable for any damage to the City resulting from Contractor's refusal or failure to complete the Work within the specified time or not performed in a good workmanship like manner, whither or note Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the City in completing the Work.

12.2.2 Contractor's right to proceed shall not be terminated nor Contractor charged with damages under this Paragraph 12.2, if:

(a) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another contractor in the performance of a contract with City, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and subcontractors or suppliers;

(b) Contractor, within ten (10) days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the Work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims; and

(c) Contractor cures such failures to perform within ten (10) calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of City.

12.3 TERMINATION FOR FORCE MAJEURE

12.3.1 To the extent either Party of this Contract shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the Parties' control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE XIII

INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

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

13.1.2 Contractor shall not commence Work on the Project until Contractor has obtained all the insurance required under this Paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1 Contractor shall furnish and maintain during the life of this Contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as set forth in Exhibit "A".

13.3 CERTIFICATE OF INSURANCE

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

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

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

14.2 GOVERNING LAW

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

14.3 SUCCESSORS AND ASSIGNS

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

14.4 SURETY BONDS

14.4.1 Prior to commencement of the Work, Contractor shall furnish separate performance and payment bonds to the City for the Project, to guaranty full and faithful performance of the Contract by Contractor and the full and final payment of all persons supplying labor or materials to the Project pursuant to Chapter 2253, Texas Government Code. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the full Contract Price. Each bond furnished by Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas.

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

14.5 FORCE MAJEURE

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third-party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that Contractor submits notice thereof to the City within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if Contractor's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate this Contract immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

14.6 IMMUNITIES; DEFENSES

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.7 NO RIGHTS IN THIRD PARTIES

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the Parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a Party to this Contract, or to the public in general.

14.8 SEVERABILITY

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

14.9 AMENDMENTS; NO WAIVER

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

14.10 NOTICES

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

If intended for City:	**With Copy to:**
Mike Land City Manager City of Coppell 225 Parkway Blvd. Coppell, Texas, 75019	Robert E. Hager Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 North Akard Dallas, Texas 75201

If intended for Contractor:

Knight Erosion Control, Inc.
d/b/a KEC Retaining Walls and Construction
Attn: Russ Hergesel
1222 Corporate Drive W, Ste. F
Arlington, Texas 76006Curtis J. Green

14.11 PROHIBITION OF BOYCOTT ISRAEL

14.11.1 Contractor verifies that it does not Boycott Israel and agrees that during the term of this

Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2021.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

Approved as to form:

By: _____
Robert E. Hager, City Attorney
(06-04-2021:TM122871)

EXECUTED this _____ day of _____, 2021.

KNIGHT EROSION CONTROL, INC.
D/B/A KEC RETAINING WALLS AND CONSTRUCTION

By: _____
Name: _____
Title: _____

EXHIBIT "A"
City's Invitation to Bid No. Q-0521-01 "Grapevine Springs Park Canal Wall"

INVITATION TO BID
INSTRUCTIONS/ SPECIFICATIONS
FOR

GRAPEVINE SPRINGS PARK CANAL WALL
Bid No. Q-0521-01

PER
THE CITY OF COPPELL SPECIFICATIONS
AT
THE CITY OF COPPELL
TOWN CENTER
PROCUREMENT SERVICES DEPARTMENT

OPENING DATE:
THURSDAY, MAY 6, 2021, 2:00 p.m.

INVITATION TO BID

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

The enclosed ***Invitation to Bid*** and accompanying ***Specifications with Bid Sheets*** are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppell. **Sealed bids shall be received no later than: 2:00 p.m., Thursday, May 6, 2021, CST at: 255 Parkway Blvd, Coppell, TX 75019.**

PRE-BID MEETING

A Pre-Bid meeting, which includes a virtual environment, will be held at 2:00 p.m., CST, Thursday, April 29, 2021, at the City of Coppell, 255 Parkway Blvd, Coppell, TX 75019. The city is following social distancing protocols, and face masks are required to be worn in the building. Please see Zoom information below for the Pre-Bid and Bid Open meetings.

Pre-Bid meeting – April 29, 2021 2:00 p.m.
Join Zoom
https://us02web.zoom.us/webinar/register/WN_tZOsGLOiSfWuCZ9Mx27IHA

Bid Open – May 6, 2021 2:00 p.m.
Join Zoom
https://us02web.zoom.us/webinar/register/WN__zPBNhgORCGgZY2fh1boEA

Please reference **Bid No. Q-0521-01 Grapevine Springs Park Canal Wall**, in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Procurement Services Department.

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

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Procurement Services Department at 972-304- 3698.

#Q-0521-01 Grapevine Springs Park Canal Wall
Closing Date & Time: Thursday, May 6, 2021 @ 2:00 p.m. (CST)

Solicitation Schedule	**Dates**
Bid Issued	04/16/21
Pre-Bid Conference	**04/29/21 – 2:00 p.m.**
Sealed Bids Due to the City	**05/06/21 – 2:00 p.m.**

All times and dates are CST.

Vendor Inquiries

Questions related to this Bid should be submitted via www.bidsync.com

Contact with any personnel of the City, other than the Procurement Services staff or via BidSync, regarding this Request for Bid may be grounds for elimination from the selection process.

ANY QUESTIONS concerning this Request For Bid can be directed to the Procurement Services Department at 972-304-3698.

INVITATION TO BID

INSTRUCTIONS/TERMS OF CONTRACT

BID No. Q-0521-01

By order of the City Council of the City of Coppell, Texas, sealed bids will be received for:

GRAPEVINE SPRINGS PARK CANAL WALL

IT IS UNDERSTOOD that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a Contract** and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!**

***SUBMISSION OF BIDS*: Sealed bids shall be submitted no later than, 2:00 a.m., Thursday, May 6, 2021 to the address as follows:**

City of Coppell
Procurement Services Department
255 Parkway Blvd.
Coppell, Texas 75019

PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services, and/or meetings, the City requests that individuals makes requests for these services seventy-two (72) hours – three (3) business days ahead of the scheduled program, service, and/or meeting. To make arrangements, contact Kori Allen, ADA Coordinator, or other designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

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

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

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

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

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

BID AWARD: The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the sections.

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

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

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

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission

rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

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

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

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

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

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

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

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

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Procurement Services Department. Bidders shall acknowledge receipt of all addenda.

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

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

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

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

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

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

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

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

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name anddescription brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or tothe facilities within which the occupied premises are located. Successful Bidder shall pay any judgment

with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppell as an additional insured on the required coverage.

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

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

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

1. Meet schedules:

2. defaults in the payment of any fees; or

3. otherwise perform in accordance with these Specifications.

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

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date.

2. the City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees dueor thereafter becoming due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

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

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

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.

***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.

ANY QUESTIONS concerning this Invitation to Bid, and Specifications should be directed to the Procurement Services Department at 972-304-3698.

COOPERATIVE PURCHASING

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____YES **_____NO**

CERTIFICATIONS AND REPRESENTATIONS

M/WBE STATUS

_____IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNED BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

* * * * * NOTE * * * * *

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The form may be obtained and completed at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

***Please note that this form must be completed once the contract is awarded and before contract is executed**.

City of Coppell, TX

Procurement Services

HOUSE BILL 89 VERIFICATION

I,_____(Person name), the undersigned representative of (Company or Business name)_____
_____(hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Coppell acting by and through City of Coppell.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Standard Insurance Requirements

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

Type of Insurance	**Amount**
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	$1,000,000 Each Accident/Occurrence.
Liability (Public)	$1,000,000 Aggregate $1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	$600,000 per occurrence $1,000,000 aggregate
Excess/Umbrella Liability	$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	$500,000 Combined single limit per occurrence.

ADDITIONAL INSURED

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

Company Information

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

E-mail Address: _____

BID #Q-0521-01

GRAPEVINE SPRINGS PARK CANAL WALL

(SPECIFICATIONS/SCOPE OF WORK)

<u>ONE (1) PAPER COPY AND A DIGITAL MEDIA COPY (ex., flash drive),</u> MUST BE RETURNED TO THE PROCUREMENT SERVICES DEPARTMENT NO LATER THAN 2:00 p.m., THURSDAY, MAY 6, 2021, CST.

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall

City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
1	1	LS	Site Preparation/Mobilization _____ _____Dollars and _____Cents Per Lump Sum	$_____	$_____
2	1	LS	Clear, Grade, and Prepare Construction Access Road _____ _____Dollars and _____Cents Per Day	$_____	$_____
3	1	EA	Temporary Creek Diversion Structure _____ _____Dollars and _____Cents Per Linear Foot	$_____	$_____
4	1	LS	Remove Existing Concrete Division Wall _____ _____Dollars and _____Cents Per Linear Foot	$_____	$_____
5	1	LS	Dewater Existing Canal (allowance if needed) _____ _____Dollars and _____Cents Per Linear Foot	$_____	$_____

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall
City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
6	450	SY	Grapevine Creek Channel Clearing and Restoration _____ _____Dollars and _____Cents Per Linear Foot	$_____	$_____
7	428	SF	Repair Historic Masonry Walls _____ _____Dollars and _____Cents Per Linear Foot	$_____	$_____
8	150	SF	Allowance for Historic Wall Repairs below Water Line _____ _____Dollars and _____Cents Per Ton	$_____	$_____
9	105	CY	3'x3' Gabion Baskets _____ _____Dollars and _____Cents Per Each	$_____	$_____
10	220	SY	18" Gabion Mattress _____ _____Dollars and _____Cents Per Each	$_____	$_____

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall
City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
11	182	LF	Construct Concrete Diversion Wall _____ _____Dollars and _____Cents Per Each	$_____	$_____
12	1	LS	Site Restoration & Sodding _____ _____Dollars and _____Cents Per Each	$_____	$_____
13	20	EA	Tree Protection (allowance if needed) _____ _____Dollars and _____Cents Per Each	$_____	$_____
14	1	LS	Project Allowance _____ _____Dollars and _____Cents Per Each	$ 15,000.00	$ 15,000.00

Total Base Bid

_____

_____**Dollars and**

_____**Cents** **$** _____

Construction Time: Offeror shall complete the work within 185 **calendar days from notice to proceed to substantial completion.**

EXHIBIT "B"
Contractor's Response to Bid No. Q-0521-01

THE · CITY · OF
COPPELL
TEXAS · 1890

INVITATION TO BID
INSTRUCTIONS/ SPECIFICATIONS
FOR

GRAPEVINE SPRINGS PARK CANAL WALL
Bid No. Q-0521-01

PER
THE CITY OF COPPELL SPECIFICATIONS
AT
THE CITY OF COPPELL
TOWN CENTER
PROCUREMENT SERVICES DEPARTMENT

OPENING DATE:
THURSDAY, MAY 6, 2021, 2:00 p.m.

TRANSMITTAL OF ADDENDUM 1

INSTRUCTIONS:

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

I acknowledge the receipt of Addendum No. 1

City of Coppell

PROJECT NAME:

Grapevine Springs Park Canal Wall

April 20, 2021

CHARLES ELLIS
PROCUREMENT SERVICES DEPARTMENT
(972) 304-3643

Addendum 1 note:

Addendum includes a new grouted rock riprap and Curlex mat bid items.
The page footer is annotated as "REVISED" to distinguish it from the original.

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall

City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
1	1	LS	Site Preparation/Mobilization Twenty Five Thousand Dollars and Zero Cents Per Lump Sum	$ 25,000.00	$ 25,000.00
2	1	LS	Clear, Grade, and Prepare Construction Access Road Twenty Five Thousand One Hundred & Thirty-two Dollars and Eighty-two Cents Per Day	$ 25,132.82	$ 25,132.82
3	1	EA	Temporary Creek Diversion Structure Two Thousand & Sixty-two Dollars and Fifty Cents Per Linear Foot	$ 2,062.50	$ 2,062.50
4	1	LS	Remove Existing Concrete Division Wall Twenty Three Thousand Six Hundred & Ninety-eight Dollars and Forty-five Cents Per Linear Foot	$ 23,698.45	$ 23,698.45
5	1	LS	Dewater Existing Canal (allowance if needed) Six Hundred & Twenty-five Dollars and Zero Cents Per Linear Foot	$ 625.00	$ 625.00

Kathy Hugnell

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall

City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
6	450	SY	Grapevine Creek Channel Clearing and Restoration Fifteen Dollars and Zero Cents Per Linear Foot	$ 15.00	$ 6,750.00
7	428	SF	Repair Historic Masonry Walls Fifty Dollars and Zero Cents Per Linear Foot	$ 50.00	$ 21,400.00
8	150	SF	Allowance for Historic Wall Repairs below Water Line Fifty Dollars and Zero Cents Per Ton	$ 50.00	$ 7,500.00
9	105	CY	3'x3' Gabion Baskets Three Hundred Dollars and Zero Cents Per Each	$ 300.00	$ 31,500.00
10	220	SY	18" Gabion Mattress One Hundred & Twenty Dollars and Zero Cents Per Each	$ 120.00	$ 26,400.00

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall

City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
11	182	LF	Construct Concrete Diversion Wall Three Hundred & Sixty-One Dollars and Zero Cents Per Each	$ 361.00	$ 65,702.00
12	15	SY	Grouted Rock Riprap (including 12 inch Sand Bedding and Filter Fabric) Two Hundred & Six Dollars and Fifty Cents Per Each	$ 206.50	$ 3,097.50
13	8	SY	Curlex II Reinforcement Mat Fifteen Dollars and Zero Cents Per Each	$ 15.00	$ 120.00
14	1	LS	Site Restoration & Sodding Thirteen Thousand Four Hundred & Twelve Dollars and Fifty Cents Per Each	$ 13,412.50	$ 13,412.50
15	20	EA	Tree Protection (allowance if needed) One Hundred & Twenty Five Dollars and Zero Cents Per Each	$ 125.00	$ 2,500.00

Kathy Hugnell

CPL 19187

PROPOSAL FORM EXHIBIT 'A'

Grapevine Springs Park Canal Wall

City of Coppell

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Total Amount Bid
16	1	LS	Project Allowance Fifteen Thousand Dollars and Zero Cents Per Each	$ 15,000.00	$ 15,000.00

Total Base Bid

Two Hundred & Sixty-Nine Thousand Nine Hundred **Dollars and**

Seventy-Seven **Cents** $ 269,900.77

Construction Time: Offeror shall complete the work within 185 **calendar days from notice to proceed to substantial completion.**

Kathy Ingwell

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS:

That Knight Erosion Control, Inc. dba KEC Retaining Walls & Construction

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Coppell

(hereinafter called the Obligee) in the full and just sum of ($330,000.00)

Three Hundred Thirty Thousand Dollars and No Cents Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 5th day of May, 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Project #PA-19-10; Canal Wall Improvements for Grapevine Springs Park

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Knight Erosion Control, Inc. dba KEC Retaining Walls & Construction
Principal

By
Kathy Hergesell

Attest:

Merchants Bonding Company (Mutual)

By
June T Landa Attorney-In-Fact

CON 0333 (2/15)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

June T Landa; Karen K Easter; Scott R Kirby

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of ,2021.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

KNIGERO-02 JUNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

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

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

PRODUCER
KHT Insurance
4521 S Hulen St., Suite 120
Fort Worth, TX 76109

CONTACT NAME:
PHONE (A/C, No, Ext): (817) 336-2721 FAX (A/C, No): (817) 870-2520
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Company	12537
INSURER B : Rock Ridge Insurance Company	11089
INSURER C : Texas Mutual Ins. Company	22945
INSURER D : Travelers Lloyds Insurance Co.	41262
INSURER E :	
INSURER F :	

INSURED
Knight Erosion Control, Inc. DBA KEC Retaining Walls & Construction, Inc.
P O Box 202541
Arlington, TX 76006

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ATN2027296	12/26/2020	12/26/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Loc Agg $2,000,000l/Policy Agg $							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BW92-STR-2000019-00	12/26/2020	12/26/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			BTN2027048	12/26/2020	12/26/2021	AGGREGATE	$
	DED RETENTION $						Agg	$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		0001125508	12/31/2020	12/31/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			QT6608J928548TLC21	3/23/2021	3/23/2022	Rented/Leased	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine Coverage - Schedule Contractors Equipment $257,000, Leased or Rented Any One Item - $150,000 limit with Travelers Lloyd Insurance Co. 3/23/2021 - 3/23/2022

The General Liability & Auto Liability policies include a blanket automatic additional insured endorsement (provision) that provides additional insured status to any person or organization but only when there is a written contract or agreement with the named insured that requires such status.

The Auto Liability & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Coppell
255 E. Parkway Blvd.
Coppell, TX 75019

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott R. Kidy

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AGENCY CUSTOMER ID: KNIGERO-02 JUNE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
KHT Insurance		Knight Erosion Control, Inc. DBA KEC Retaining Walls & Construction, Inc. P O Box 202541 Arlington, TX 76006
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
there is a written contract between the named insured that requires it.

The policies include an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder upon request.

Umbrella to follow form of the General liability

Primary & Non-Contributory Wording Endorsement

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COOPERATIVE PURCHASING

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____**YES** _____**NO**

CERTIFICATIONS AND REPRESENTATIONS

M/WBE STATUS

Knight Erosion Control Inc, dba KEC Retaining Walls & Construction IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNED BUSINESS ENTERPRISE
AKH

WOMEN-OWNED BUSINESS ENTERPRISE AKH

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

* * * * * NOTE * * * * *

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

Kathy Hagwell

IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The form may be obtained and completed at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

***Please note that this form must be completed once the contract is awarded and before contract is executed**.

City of Coppell, TX

Procurement Services

HOUSE BILL 89 VERIFICATION

I, J Kathy Hergesell (Person name), the undersigned representative of (Company or Business name) Knight Erosion Control Inc, dba KEC Retaining Walls & Construction (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Coppell acting by and through City of Coppell.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

4·30·2021

DATE

J Kathy Hergesell

SIGNATURE OF COMPANY REPRESENTATIVE

J Kathy Hergesell

Company Information

Company Name: Knight Erosion Control Inc dba KEC Retaining Walls & construction

Address: 1222 Corporate Dr W Ste F Arlington TX 76006

Phone Number: 817·640·4442

Fax Number:

Contact Person: Russ Hergesell

E-mail Address: Russ G kecwalls.com

EXHIBIT "C"
Construction Plans for Canal Wall Improvements
for Grapevine Springs Park

CONSTRUCTION PLANS FOR
CANAL WALL IMPROVEMENTS FOR GRAPEVINE SPRINGS PARK

CITY PROJECT #PA-19-10

CITY OF COPPELL, TEXAS
DALLAS COUNTY
MARCH 2021

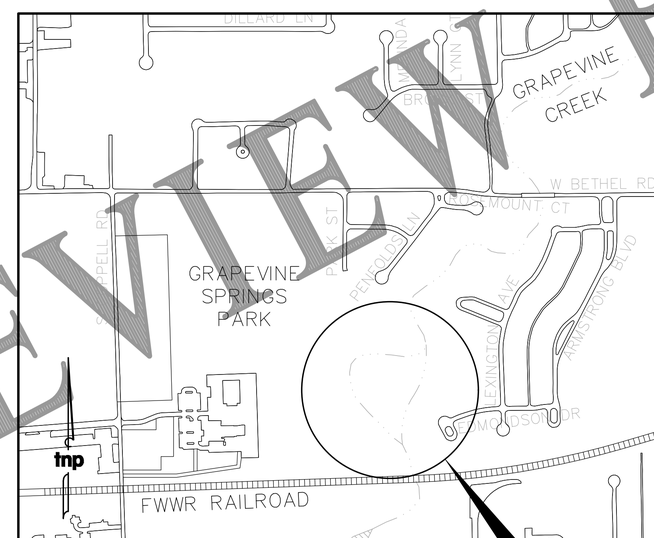
FINAL REVIEW PLANS

MAYOR:
Karen Hunt

COUNCIL MEMBERS:

Cliff Long	PLACE 1
Brianna Hinojosa-Smith	PLACE 2
Wes Mays	PLACE 3
Gary Roden	PLACE 4
John Jun	PLACE 5
Biju Mathew	PLACE 6
Mark Hill	PLACE 7

CITY MANAGER
Mike Land



LOCATION MAP
NOT TO SCALE

PROJECT LOCATION

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
01	GENERAL NOTES
02	PROJECT LAYOUT AND SEQUENCING
03	PROJECT CONTROL DATA SHEET
04	CONSTRUCTION ACCESS ROUTE
05	DEMOLITION PLAN
06	DIVERSION WALL PLAN & PROFILE
07	CONCRETE DIVERSION WALL DETAILS
08	WALL REPAIR PLAN
09-10	CONSTRUCTION DETAILS

This document is for interim review and is not intended for construction, bidding or permit purposes.

ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

tnp

5723 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Firm No. F-230
TBPLS Firm No. 100116-00 / 100116-01/ 101943-81
www.tnpinc.com

TNP JOB NO: CPL19187
COPPELL, TEXAS
CANAL WALL IMPROVEMENTS FOR GRAPEVINE SPRINGS PARK
Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\00 COVER SHEET.dwg at Mar 25, 2021-9:17am by zgraves
Layout: COVER SHEET Xrefs: DBS-XPG.dwg

CITY OF COPPELL GENERAL NOTES

1. THE STANDARD CONSTRUCTION DETAIL DRAWINGS ARE BASED ON THE STANDARD DRAWINGS PUBLISHED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) IN 2017. IN ADDITION TO NUMEROUS LOCAL EXCEPTIONS, MANY DETAILS IN THIS SET ARE UNIQUE TO THE CITY OF COPPELL. THESE STANDARD CONSTRUCTION DETAIL DRAWINGS SUPERSEDE ALL OTHER VERSIONS OF NCTCOG AND CITY OF COPPELL STANDARD CONSTRUCTION DETAILS. THE CITY OF COPPELL RESERVES THE RIGHT TO UPDATE, MODIFY, OR SUPERSEDE THESE STANDARD CONSTRUCTION DETAIL DRAWINGS WITHOUT NOTICE. THE CITY OF COPPELL RESERVES THE RIGHT TO REQUIRE METHODS AND MATERIALS CONTRADICTORY TO THOSE SHOWN IN THESE DETAILS ON A CASE BY CASE BASIS.

2. THE CITY OF COPPELL HAS ADOPTED THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 4TH EDITION AS ITS BASIC CONSTRUCTION SPECIFICATIONS. THIS DOCUMENT IS AVAILABLE FOR PURCHASE FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), 616 SIX FLAGS DR. SUITE 200, P.O. BOX 5888, ARLINGTON, TEXAS 76005–5888, PH. 817/640–3300, NCTCOG.ORG. THE CITY OF COPPELL RESERVES THE RIGHT TO MAKE LOCAL EXCEPTIONS TO ANY STANDARD SPECIFICATION.S

3. WHERE THE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS DO NOT ADDRESS A SPECIFIC ITEM ADEQUATELY, REFER TO THE APPROPRIATE STANDARDS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (T.M.U.T.C.D.), TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (T.C.E.Q.), TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.) GENERAL PERMIT, AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (A.A.S.H.T.O.), ASTM INTERNATIONAL, AND THE ENVIRONMENTAL PROTECTION AGENCY (E.P.A.).

4. LOCAL, STATE, AND FEDERAL ORDINANCES WHICH REGULATE DEVELOPMENT IN THE CITY OF COPPELL ARE:
   - A. CITY OF COPPELL SUBDIVISION ORDINANCE
   - B. CITY OF COPPELL FLOODPLAIN ORDINANCE
   - C. CITY OF COPPELL IMPACT FEE ORDINANCE
   - D. CITY OF COPPELL EROSION CONTROL ORDINANCE
   - E. CITY OF COPPELL ZONING ORDINANCE
   - F. CITY OF COPPELL RIGHT–OF–WAY MANAGEMENT ORDINANCE
   - G. CITY OF COPPELL TREE ORDINANCE
   - H. CITY OF COPPELL NOISE ORDINANCE
   - I. CITY OF COPPELL CITY–WIDE STORM WATER MANAGEMENT STUDY
   - J. TEXAS ACCESSIBILITY STANDARDS (T.A.S.)
   - K. AMERICANS WITH DISABILITIES ACT (A.D.A.)

CONSTRUCTION GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHERE PUBLIC OR PRIVATE, PRIOR TO ANY EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE CITY AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION OR DATA, FOR LOCATING ALL UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, AND FOR THE SAFETY AND PROTECTION THEREOF AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THIS WORK SHALL BE CONSIDERED AS A SUBSIDIARY ITEM OF WORK, THE COST OF WHICH SHALL BE INCLUDED IN THE PRICE BID IN THE PROPOSAL FOR VARIOUS BID ITEMS.THE CONTRACTOR SHALL NOTIFY ANY AFFECTED OWNERS (UTILITY COMPANIES) OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING STORM WATER SYSTEMS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE IDENTIFIED BY CITY OF COPPELL PARKS & RECREATION AND PUBLIC WORKS, AT NO ADDITIONAL COST TO THE CITY.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL MATERIAL IDENTIFIED IN THESE PLANS FOR REMOVAL. THE CONTRACTOR SHALL PROVIDE THE CITY A WRITTEN LETTER DETAILING THE DISPOSAL LOCATION FOR ANY REMOVAL MATERIAL. IF THE LOCATION IS OUTSIDE THE CITY LIMITS, THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS MATERIAL WILL BE ALLOWED TO REMAIN WITHIN THE PROJECT LIMITS OR DISPOSED OF IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THESE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST

4. THE CONTRACTOR WILL COORDINATE WITH THE CITY PARKS AND RECREATION DEPARTMENT FOR ACCESS TO MAINTENANCE FACILITY. CONSTRUCTION ACTIVITY SHALL NOT IMPEDE OR DISTURB DAILY OPERATIONS OR TRAFFIC WITHIN THE PARKS AND RECREATION FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO PARKS AND RECREATION FACILITIES, AS DETERMINED BY PARKS AND RECREATION REPRESENTATIVE, AT NO SEPARATE COST TO THE CITY.

5. THE CONTRACTOR SHALL NOT USE THE PARKS AND RECREATION FACILITY FOR STORAGE OF EQUIPMENT OR CONSTRUCTION MATERIALS, UNLESS WRITTEN PERMISSION IS GRANTED BY PARKS AND RECREATION REPRESENTATIVE.

6. THE CONTRACTOR SHALL CEASE ALL CONSTRUCTION OPERATIONS IMMEDIATELY IF A SUSPECTED ARCHEOLOGICAL OBJECT/ARTIFACT IS UNCOVERED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER, TEXAS HISTORICAL COMMISSION, AND THE CITY. PROJECT WORK SHALL NOT RECOMMENCE UNTIL PROPER PERMITS ARE IN PLACE AND PROVIDED TO THE CITY, IF NECESSARY. NO ADDITIONAL CONTRACT DAYS OR ADDITIONAL REMOBILIZATION EXPENSES WILL BE PROVIDED OR PAID BY THE CITY TO THE CONTRACTOR FOR TIME INCURRED.

7. THE CONTRACTOR SHALL PROVIDE A PRE–CONSTRUCTION VIDEO OF ENTIRE PROJECT AREA TO DOCUMENT CURRENT CONDITION OF ENTIRE PROJECT LIMITS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE WITHIN PROJECT LIMITS DURING THE DURATION OF CONSTRUCTION ACTIVITY, INCLUDING EXISTING CANAL WALL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE IDENTIFIED BY CITY OF COPPELL PARKS & RECREATION AND PUBLIC WORKS, AT NO ADDITIONAL COST TO THE CITY.

9. PRIOR TO CONSTRUCTION ACTIVITIES WITHIN A 100–YEAR FLOODPLAIN, A FLOODPLAIN PERMIT OR DOCUMENTED WAIVER FROM THE LOCAL FLOODPLAIN ADMINISTRATOR (NATIONAL FLOOD INSURANCE PROGRAM) MUST BE OBTAINED.

10. THE CONTRACTOR SHALL PROVIDE ALL FENCING AND/OR BARRICADES TO MAINTAIN PUBLIC SAFETY AROUND THE CONSTRUCTION AREA. THE WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHER BID ITEMS (NO SEPARATE PAY).

11. THE CONTRACTOR SHALL USE CAUTION WHEN GRADING NEAR EXISTING TREES. EXISTING TREES SHALL BE PERSERVED AND PROTECTED FROM CONSTRUCTION ACTIVITIES, UNLESS OTHERWISE NOTED IN THE PLANS.

12. THE CONTRACTOR SHALL ADHERE TO THE RECOMMENDATIONS OUTLINED IN THE GEOTECHINCAL ENGINEERING STUDY PREPARED BY CMJ ENGINEERING, DATED AUGUST 2019.

13. THE CONTRACTOR SHALL BE COORDINATE WITH THE CITY OF COPPELL TO ESTABLISH LIMITS OF CONSTRUCTION ACTIVITY AND STAGING AREAS. THE CONTRACTOR SHALL USE TEMPORARY FENCING TO DEMARCATE THE LIMITS OF CONSTRUCTION ACTIVITY AND STAGING AS REQUIRED BY CITY OF COPPELL.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENTATION CONTROL WITHIN THE PROJECT SITE FOR THE DURATION OF CONSTRUCTION ACTIVITY, AS DICTATED BY THE CITY. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES AS NEEDED BY THEIR MEANS AND METHODS. IF THE CONTRACTOR'S WORK DISTRUBS MORE THAN 1 ACRE, THEN THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARING AND SUBMITTING A SWPPP TO TCEQ AS WELL AS INSTALLING ANY REQUIRED EROSION CONTROL MEASURES AT THE PROJECT SITE.

no.	revision	by	date

teague nall and perkins, inc
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
www.tnpinc.com
TBPE: F-230; TBPLS: 10011600, 10011601, 10194381

THE CITY OF COPPELL TEXAS

scale
horiz N/A
vert N/A
date MAR 2021

tnp

This document is for interim review and is not intended for construction, bidding or permit purposes.

ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

GENERAL NOTES

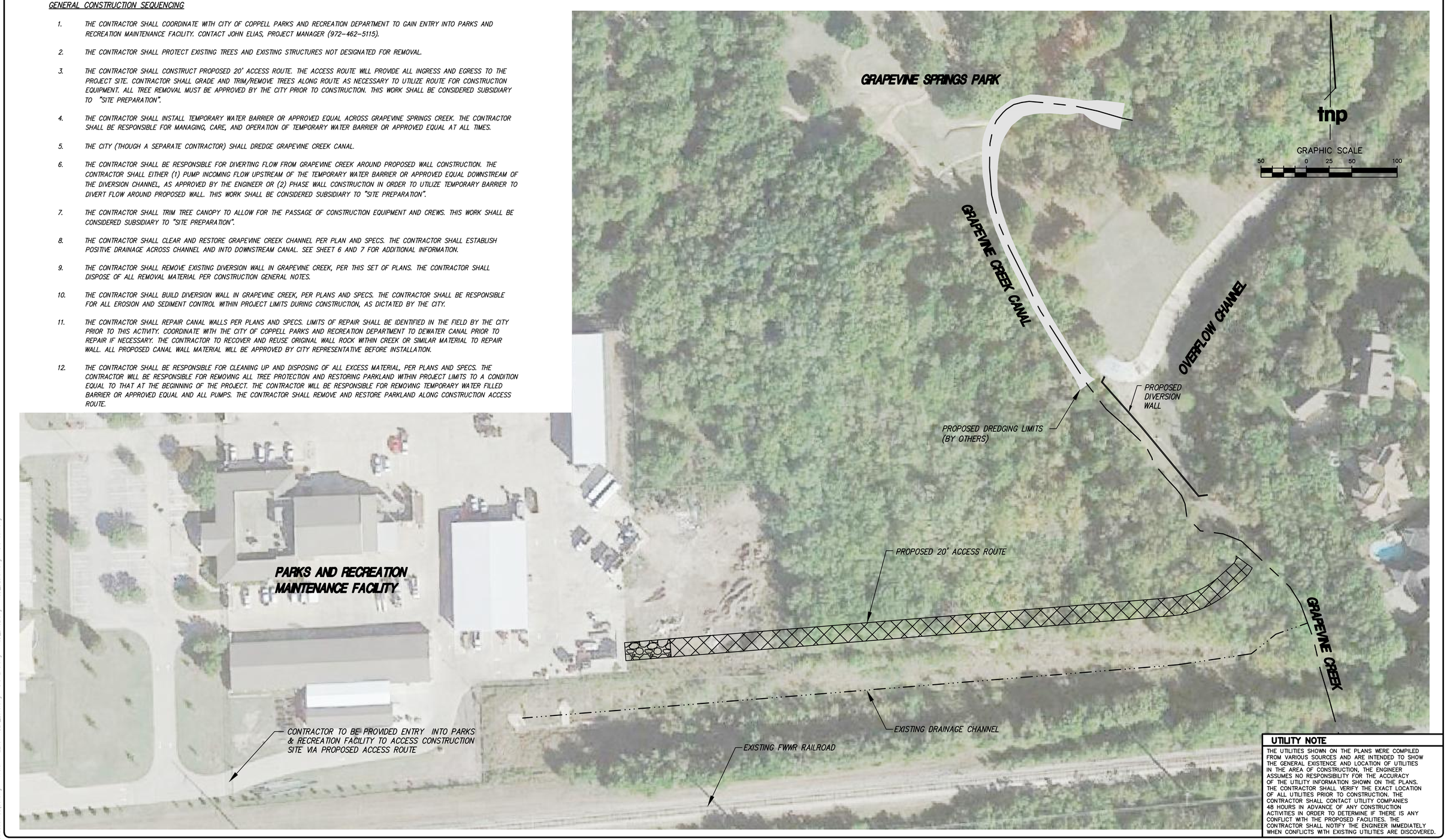
tnp project CPL19187

sheet 2 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\GENERAL NOTES.dwg at Mar 25, 2021-9:22am by zgraves
Layout: General Notes Xrefs: X-22x34-TBLK_2019.dwg - DIS-ZPG.dwg - DIS-JCM.dwg

GENERAL CONSTRUCTION SEQUENCING

1. THE CONTRACTOR SHALL COORDINATE WITH CITY OF COPPELL PARKS AND RECREATION DEPARTMENT TO GAIN ENTRY INTO PARKS AND RECREATION MAINTENANCE FACILITY. CONTACT JOHN ELIAS, PROJECT MANAGER (972-462-5115).
2. THE CONTRACTOR SHALL PROTECT EXISTING TREES AND EXISTING STRUCTURES NOT DESIGNATED FOR REMOVAL.
3. THE CONTRACTOR SHALL CONSTRUCT PROPOSED 20' ACCESS ROUTE. THE ACCESS ROUTE WILL PROVIDE ALL INGRESS AND EGRESS TO THE PROJECT SITE. CONTRACTOR SHALL GRADE AND TRIM/REMOVE TREES ALONG ROUTE AS NECESSARY TO UTILIZE ROUTE FOR CONSTRUCTION EQUIPMENT. ALL TREE REMOVAL MUST BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO "SITE PREPARATION".
4. THE CONTRACTOR SHALL INSTALL TEMPORARY WATER BARRIER OR APPROVED EQUAL ACROSS GRAPEVINE SPRINGS CREEK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING, CARE, AND OPERATION OF TEMPORARY WATER BARRIER OR APPROVED EQUAL AT ALL TIMES.
5. THE CITY (THOUGH A SEPARATE CONTRACTOR) SHALL DREDGE GRAPEVINE CREEK CANAL.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DIVERTING FLOW FROM GRAPEVINE CREEK AROUND PROPOSED WALL CONSTRUCTION. THE CONTRACTOR SHALL EITHER (1) PUMP INCOMING FLOW UPSTREAM OF THE TEMPORARY WATER BARRIER OR APPROVED EQUAL DOWNSTREAM OF THE DIVERSION CHANNEL, AS APPROVED BY THE ENGINEER OR (2) PHASE WALL CONSTRUCTION IN ORDER TO UTILIZE TEMPORARY BARRIER TO DIVERT FLOW AROUND PROPOSED WALL. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO "SITE PREPARATION".
7. THE CONTRACTOR SHALL TRIM TREE CANOPY TO ALLOW FOR THE PASSAGE OF CONSTRUCTION EQUIPMENT AND CREWS. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO "SITE PREPARATION".
8. THE CONTRACTOR SHALL CLEAR AND RESTORE GRAPEVINE CREEK CHANNEL PER PLAN AND SPECS. THE CONTRACTOR SHALL ESTABLISH POSITIVE DRAINAGE ACROSS CHANNEL AND INTO DOWNSTREAM CANAL. SEE SHEET 6 AND 7 FOR ADDITIONAL INFORMATION.
9. THE CONTRACTOR SHALL REMOVE EXISTING DIVERSION WALL IN GRAPEVINE CREEK, PER THIS SET OF PLANS. THE CONTRACTOR SHALL DISPOSE OF ALL REMOVAL MATERIAL PER CONSTRUCTION GENERAL NOTES.
10. THE CONTRACTOR SHALL BUILD DIVERSION WALL IN GRAPEVINE CREEK, PER PLANS AND SPECS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL WITHIN PROJECT LIMITS DURING CONSTRUCTION, AS DICTATED BY THE CITY.
11. THE CONTRACTOR SHALL REPAIR CANAL WALLS PER PLANS AND SPECS. LIMITS OF REPAIR SHALL BE IDENTIFIED IN THE FIELD BY THE CITY PRIOR TO THIS ACTIVITY. COORDINATE WITH THE CITY OF COPPELL PARKS AND RECREATION DEPARTMENT TO DEWATER CANAL PRIOR TO REPAIR IF NECESSARY. THE CONTRACTOR TO RECOVER AND REUSE ORIGINAL WALL ROCK WITHIN CREEK OR SIMILAR MATERIAL TO REPAIR WALL. ALL PROPOSED CANAL WALL MATERIAL WILL BE APPROVED BY CITY REPRESENTATIVE BEFORE INSTALLATION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP AND DISPOSING OF ALL EXCESS MATERIAL, PER PLANS AND SPECS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING ALL TREE PROTECTION AND RESTORING PARKLAND WITHIN PROJECT LIMITS TO A CONDITION EQUAL TO THAT AT THE BEGINNING OF THE PROJECT. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING TEMPORARY WATER FILLED BARRIER OR APPROVED EQUAL AND ALL PUMPS. THE CONTRACTOR SHALL REMOVE AND RESTORE PARKLAND ALONG CONSTRUCTION ACCESS ROUTE.



UTILITY NOTE

THE UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE IS ANY CONFLICT WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

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THE CITY OF COPPELL TEXAS

scale	
horiz	1" = 50'
vert	N/A
date	MAR 2021

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ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

PROJECT LAYOUT AND SEQUENCING

tnp project CPL19187

sheet 3 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\PROJECT LAYOUT AND SEQUENCING.dwg at Mar 25, 2021-11:43am by zgraves
Layout: Project Layout and Construction Sequencing Xrefs: X-22x34-TBLK_2019.dwg - DIS-2PG.dwg - X30_BASE.dwg - X30_DESIGN.dwg - DIS-JOM.dwg

GRAPHIC SCALE

20 0 10 20 40

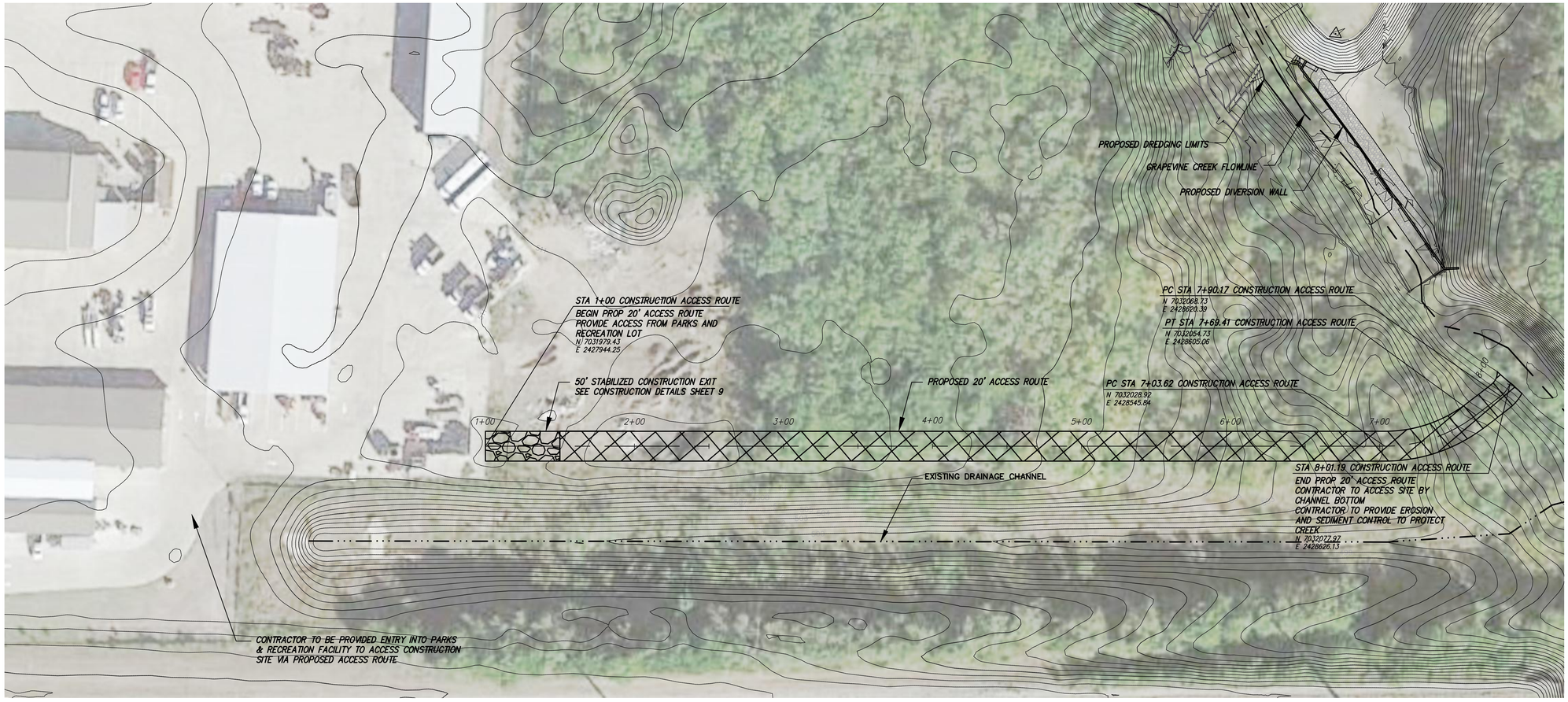
BASIS OF BEARINGS:

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 0.999849393 was used to scale surface coordinates and distances to grid. All coordinates shown are grid.

Control Point Table

Point #	Northing	Easting	Elevation	Description
50	7033012.940	2428261.497	511.64	CP 5/8"CIRS
51	7032790.405	2428391.517	501.57	CP 5/8"CIRS
52	7032411.668	2428512.896	459.90	CP 5/8"CIRS
53	7032534.514	2428296.290	490.16	CP 5/8"CIRS
54	7032301.978	2428490.074	495.95	CP 5/8"CIRS

CP-50
CP-51
CP-52
CP-53
CP-54
PROPOSED DIVERSION WALL
ROCK FOOT BRIDGE
WOOD FOOT BRIDGE
BRICK WALL
BRICK COLUMN
ZAGA WOOD FENCE
ROCK PIERS
GRAVEL PATH
BBQ GRILL
PICNIC TABLE ON CONC. SLAB
WASTE RECEPTACLE ON CONC. BASE
ROCK BBQ GRILL INSIDE CHAIN ENCLOSURE
UNKNOWN 8" CI PIPE PROTRUDING FROM WDR (CAPPED)
REMAINS OF STACKED GABRETE WALL
SHALE LEDGE
ROCK BRIDGE ABUTMENT (NO BRIDGE)
FAILED WALL SECTION
1' ROCK WALL (CHANNEL)
THIS SECTION OF WALL IS BURIED
ROCK SET IN CONC. (FLUME)
8" ROCK WALL/BORDER BOTH SIDES OF PATH
8" ROCK WALL/BORDER BOTH SIDES OF FLUME
6" ROCK WALL/BORDER BOTH SIDES OF FLUME
1' ROCK WALL
TREE CANOPY
SIGN (FAIR)
LINE OF WOOD FENCE POST (NO FENCE)
ANTIQUE BELL & HISTORICAL PLAQUE UNDER WD AWNING
STEEL GRATE OVER WELL
ROCK BRIDGE (NO BRIDGE)
ROCK SET IN CONC. (DIP-RAP)
ROCK SET IN CONC. (FLUME)
FLUME SET IN CONC. (FLUME)
FLUME IN CONC. (FLUME)
3.5'X5' OPENING IN WALL
1'X0.5' OPENING IN WALL
6" ROCK WALL/BORDER SIDES OF FLUME
6" ROCK WALL/BORDER SIDES OF PATH
8" ROCK WALL/BORDER BOTH SIDES OF PATH
8" ROCK WALL/BORDER BOTH SIDES OF FLUME
1' ROCK WALL
1' ROCK WALL (CHANNEL)
ROCK SET IN CONC. (DIP-RAP)
WASTE RECEPTACLE ON CONC. BASE
PICNIC TABLE ON CONC. SLAB
BBQ GRILL
PICNIC TABLE ON CONC. SLAB
PICNIC TABLE ON CONC. SLAB
BBQ GRILL
TREE CANOPY
TREE TRUNK
ROCK SET IN CONC. (DIP-RAP)
ROCK SET IN CONC. (FLUME)
ROCK BRIDGE ABUTMENT (NO BRIDGE)
FAILED WALL SECTION
AUDIO ZIRA
CONC.
DIP-RAP
ROCK SET IN CONC. (FLUME)
8" ROCK WALL/ BORDER BOTH SIDES OF PATH
ROCK SET IN CONC. (DIP-RAP)
ROCK SET IN CONC. (FLUME)
ROCK SET IN CONC. (FLUME)
ROCK SET IN CONC. (FLUME



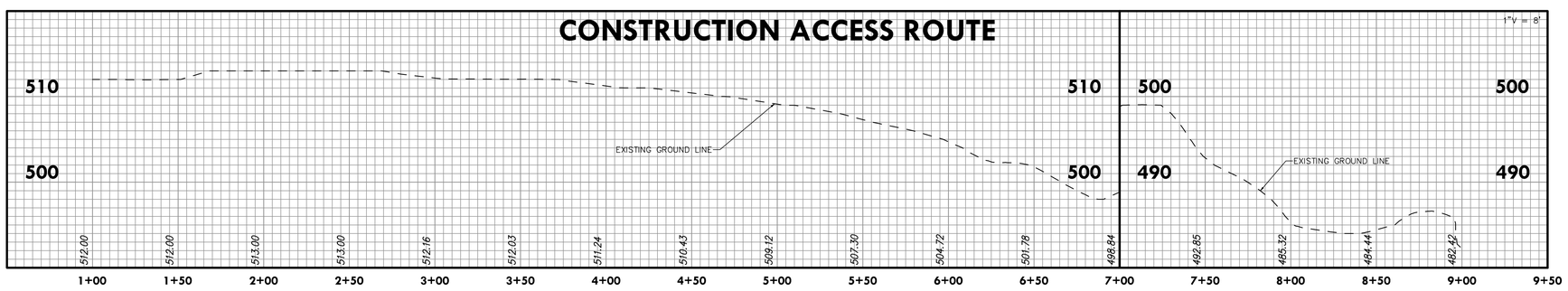
tnp

GRAPHIC SCALE

40 0 20 40 80

NOTES:

1. CONTRACTOR TO COORDINATE WITH CITY PRIOR TO INSTALLATION OF CONSTRUCTION ACCESS ROUTE. CONTRACTOR WILL FLAG TREES DESIGNATED FOR REMOVAL IN ORDER TO PROVIDE ADEQUATE SPACE TO UTILIZE ACCESS ROUTE FOR CONSTRUCTION EQUIPMENT. ALL TREE REMOVAL MUST BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO GRADE ACCESS ROUTE AS NECESSARY TO TRANSPORT CONSTRUCTION EQUIPMENT TO PROJECT SITE.
3. CONTRACTOR MAY PLACE GRAVEL OR SIMILAR MATERIAL ALONG ACCESS ROUTE TO FACILITATE CONSTRUCTION INGRESS OR EGRESS. ANY GRAVEL OR SIMILAR MATERIAL PLACED SHALL BE REMOVED UPON COMPLETION OF THE PROJECT. THE COST OF ANY GRAVEL OR SIMILAR MATERIAL WILL BE CONSIDERED SUBSIDIARY TO THE PRICE OF THE ACCESS ROAD.



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scale
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City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

CONSTRUCTION ACCESS ROUTE

tnp project CPL19187

sheet 5 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\CONSTRUCTION ACCESS ROAD.dwg at Mar 25, 2021-9:24am by zgraves
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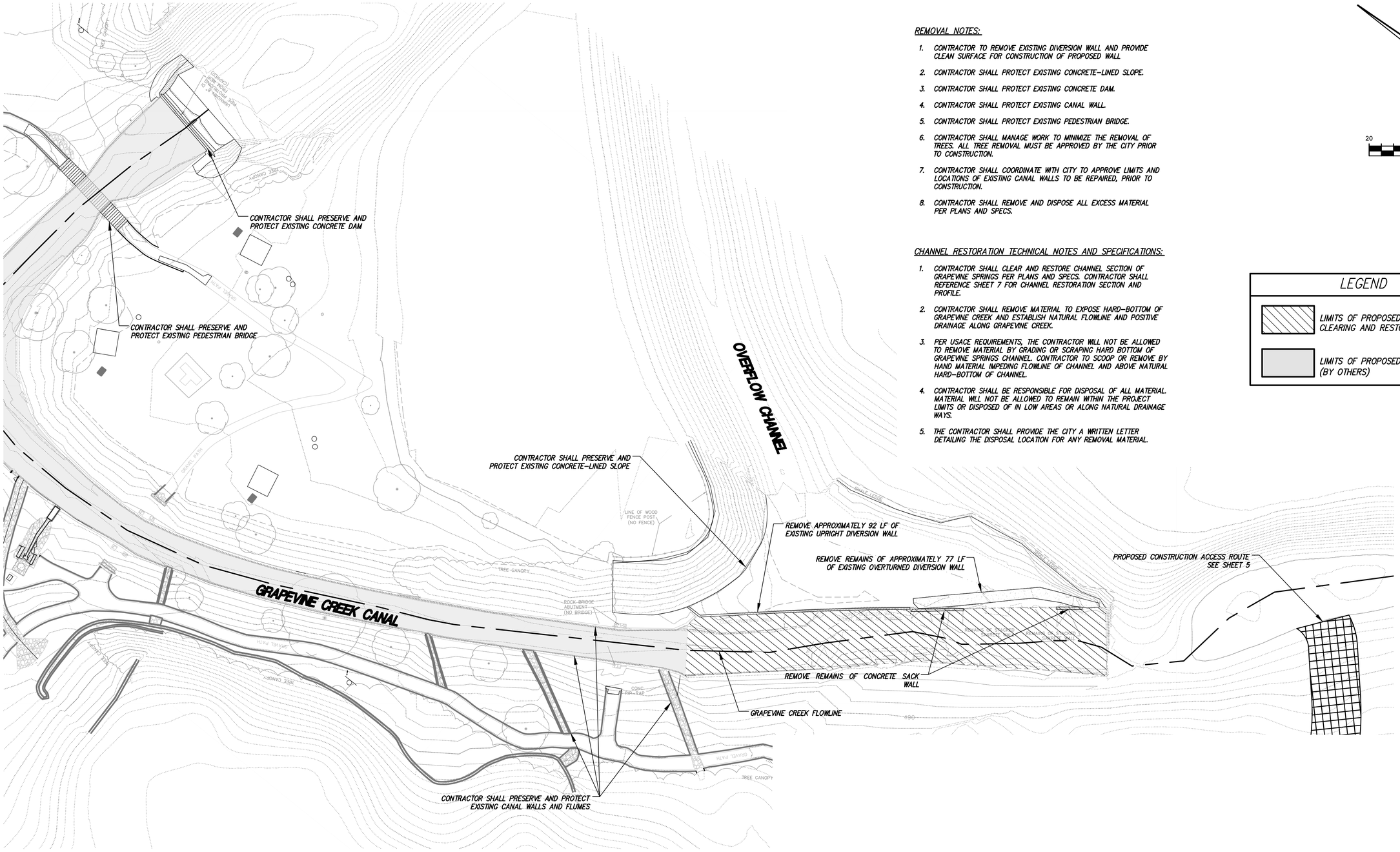

REMOVAL NOTES:

1. CONTRACTOR TO REMOVE EXISTING DIVERSION WALL AND PROVIDE CLEAN SURFACE FOR CONSTRUCTION OF PROPOSED WALL
2. CONTRACTOR SHALL PROTECT EXISTING CONCRETE-LINED SLOPE.
3. CONTRACTOR SHALL PROTECT EXISTING CONCRETE DAM.
4. CONTRACTOR SHALL PROTECT EXISTING CANAL WALL.
5. CONTRACTOR SHALL PROTECT EXISTING PEDESTRIAN BRIDGE.
6. CONTRACTOR SHALL MANAGE WORK TO MINIMIZE THE REMOVAL OF TREES. ALL TREE REMOVAL MUST BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL COORDINATE WITH CITY TO APPROVE LIMITS AND LOCATIONS OF EXISTING CANAL WALLS TO BE REPAIRED, PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL REMOVE AND DISPOSE ALL EXCESS MATERIAL PER PLANS AND SPECS.

CHANNEL RESTORATION TECHNICAL NOTES AND SPECIFICATIONS:

1. CONTRACTOR SHALL CLEAR AND RESTORE CHANNEL SECTION OF GRAPEVINE SPRINGS PER PLANS AND SPECS. CONTRACTOR SHALL REFERENCE SHEET 7 FOR CHANNEL RESTORATION SECTION AND PROFILE.
2. CONTRACTOR SHALL REMOVE MATERIAL TO EXPOSE HARD-BOTTOM OF GRAPEVINE CREEK AND ESTABLISH NATURAL FLOWLINE AND POSITIVE DRAINAGE ALONG GRAPEVINE CREEK.
3. PER USACE REQUIREMENTS, THE CONTRACTOR WILL NOT BE ALLOWED TO REMOVE MATERIAL BY GRADING OR SCRAPING HARD BOTTOM OF GRAPEVINE SPRINGS CHANNEL. CONTRACTOR TO SCOOP OR REMOVE BY HAND MATERIAL IMPEDING FLOWLINE OF CHANNEL AND ABOVE NATURAL HARD-BOTTOM OF CHANNEL.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL MATERIAL. MATERIAL WILL NOT BE ALLOWED TO REMAIN WITHIN THE PROJECT LIMITS OR DISPOSED OF IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS.
5. THE CONTRACTOR SHALL PROVIDE THE CITY A WRITTEN LETTER DETAILING THE DISPOSAL LOCATION FOR ANY REMOVAL MATERIAL.

GRAPHIC SCALE

20 0 10 20 40

LEGEND

- LIMITS OF PROPOSED CHANNEL CLEARING AND RESTORATION
- LIMITS OF PROPOSED DREDGING (BY OTHERS)

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Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

DEMOLITION PLAN

tnp project CPL19187

sheet 6 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\DEMOLITION PLAN.dwg at Mar 25, 2021-12:34pm by zgraves
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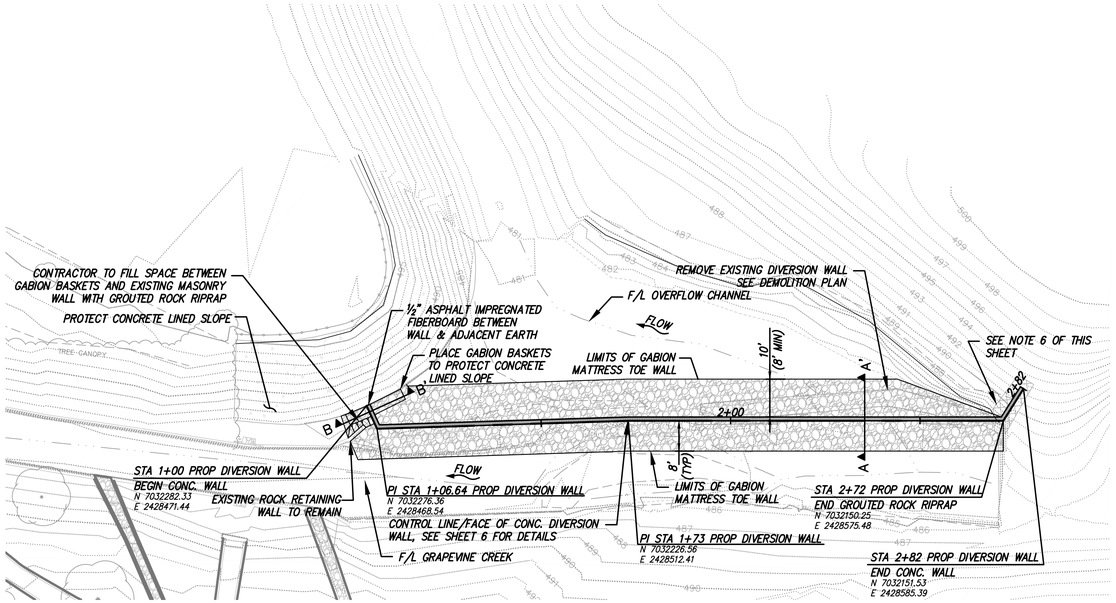
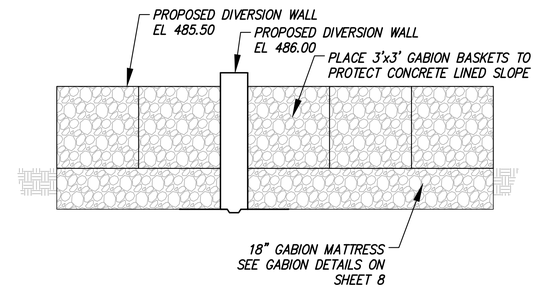


DIVERSION WALL PLAN



SECTION B-B'

GRAPHIC SCALE

20 0 10 20 40

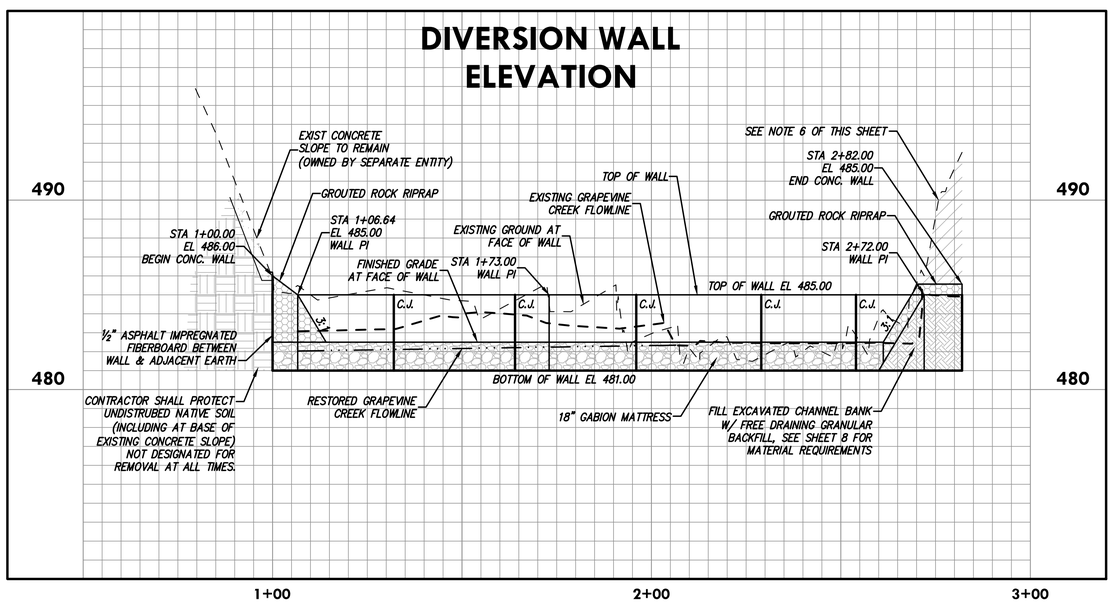
tnp

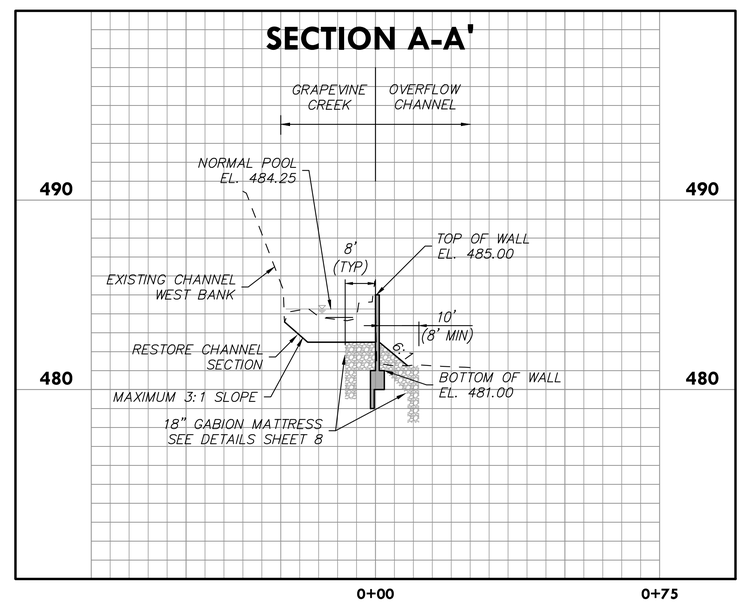
GABION MATTRESS AND BASKETS TECHNICAL NOTES AND SPECIFICATIONS:

1. CONTRACTOR SHALL REFERENCE GABION MATTRESS AND GABION TOEWALL DETAIL ON SHEET 8.
2. GABIONS SHOULD BE FILLED WITH HARD, DURABLE STONE IN MAXIMUM VARYING FROM 4 TO 8 INCES. THE ROCK SHULD NOT EXCEED 50% WEAR, AS DETERMINED BY AASHTO T-96 TEST PROCEDURE. THE ROCK SHOULD NOT EXCEED 12% WEIGHT LOSS AFTER 5 CYCLES OF SODIUM SULFATE SOUNDNESS OF AGGRESSION TEST, AASHTO T-104.
3. GABIONS MAY BE FILLED BY EARTH HANDLING EQUIPMENT. THE STONES SHOULD NOT BE DUMPED FROM A HEIGHT GREATER THAN 3 FEET ABOVE THE TOP OF THE GABION UNITS. SOME MANUAL STONE ADJUSTMENT DURING THE FILLING OPERATION MAY BE REQUIRED TO MINIMIZE THE VOIDS, ESPECIALLY ALONG THE FACING OF THE GABION CAGES. THE STONE AGAINST THE EXPOSED FACES OF THE UNITS SHALL BE HAND-SACKED TO GIVE A NEAT, COMPACT, AND ATTRACTIVE APPEARANCE. THE GABION BASKETS SHOULD BE FILLED IN STAGES SO THAT THE LOCAL DEFORMATION BETWEEN CAGES MAY BE AVOIDED. CELLS SHOULD NOT BE FILLED TO HEIGHTS EXCEEDING 1 FOOT OF AN ADJACENT CELL. FILLING OF UNITS SHOULD BE ACCOMPLISHED WITHOUT UNDUE BULGING. GABION CAGES SHOULD BE SLIGHTLY OVERFILLED APPROXIMATELY 2 TO 4 INCHES. ABOVE THE TOP OF THE GABUION UNIT TO ALLOW FOR STONE SETTLEMENT. THE BASKETS SHOULD BE TIGHTLY TIED TOGETHER TO AVOID ANY SHEAR BETWEEN TWO ADJACENT GABION BASKETS.
4. THE CONTRACTOR SHALL REFERENCE THE GABION DETAILS AND NOTES PROVIDED IN THIS SET OF PLANS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR SHALL ADHERE TO THE RECOMMENDATION OUTLINED IN THE GEOTECHNICAL ENGINEER STUDY PREPARED BY CMJ ENGINEERING, DATED AUGUST 2019.
6. CONTRACTOR SHALL REPLACE ALL DISTURBED SOIL AT ENDS OF DIVERSION WALL WITH COMPACTED, CLEAN, NATIVE SOIL. THE CONTRACTOR SHALL INSTALL 8 SY OF CURLEX II REINFORCEMENT MAT OR APPROVED EQUAL. THE REINFORCEMENT MAT SHALL BE ANCHORED PER PRODUCT SPECIFICATIONS OR WITH ANCHORS AT LEAST 24 INCHES IN LENGTH, WHICHEVER IS GREATER.
7. CONTRACTOR SHALL PROTECT UNDISTURBED NATIVE SOIL (INCLUDING AT BASE OF EXISTING CONCRETE SLOPE) NOT DESIGNATED FOR REMOVAL AT ALL TIMES.

STONE RIPRAP TECHNICAL NOTES AND SPECIFICATIONS:

1. ALL STONE RIPRAP SHALL BE 6IN TO 24IN IN DIAMETER AND GROUTED IN PLACE TO PROVIDE EROSION PROTECTION. THE STONE RIPRAP SECTION SHOULD BE 24IN MINIMUM THICKNESS AND AT LEAST 2 TIMES THE THICKNESS OF THE AVERAGE STONE SIZE.
2. THE RIPRAP SECTION SHOULD BE UNDERLAIN BY 12IN SAND BEDDING AND FILTER FABRIC. FILTER FABRIC SHOULD BE MIRAFI FILTERWEAVE 402 OR APPROVED EQUAL.
3. CONTRACTOR SHALL ADHERE TO THE RECOMMENDATION OUTLINED IN THE GEOTECHNICAL ENGINEER STUDY PREPARED BY CMJ ENGINEERING, DATED AUGUST 2019.





UTILITY NOTE

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City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

DIVERSION WALL PLAN AND PROFILE

tnp project CPL19187

sheet 7 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\DIVERSION WALL PLAN AND PROFILE.dwg at Mar 25, 2021-9:33am by zgraves
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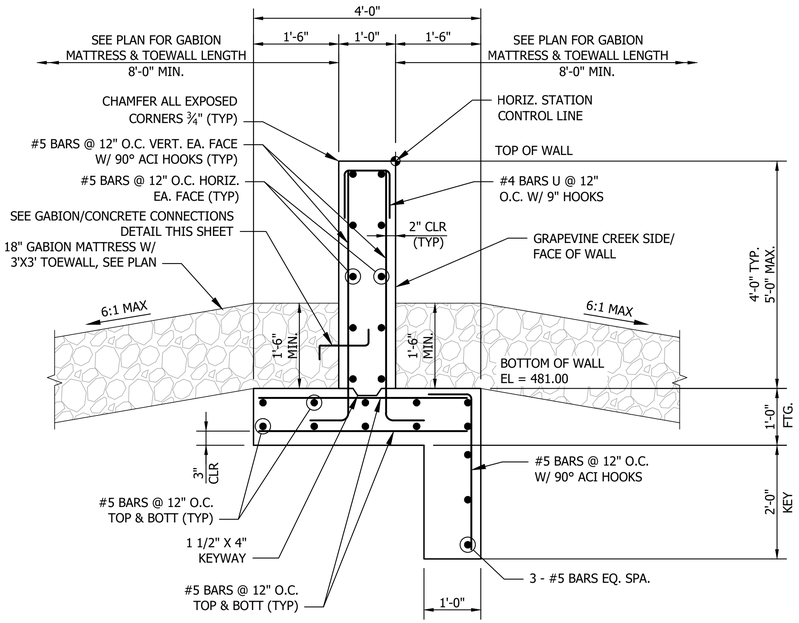
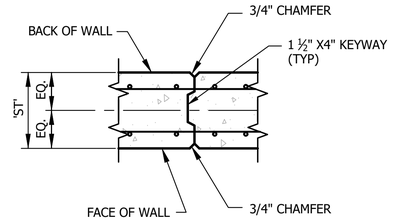


A CONC. DIVERSION WALL SECTION

Scale: 3/4" = 1'-0"

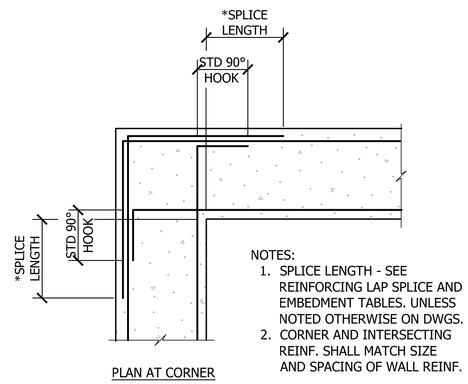


CONSTRUCTION / CONTROL JOINT DETAIL

(SPACING SHALL NOT EXCEED 32 FT C/C)

B VERTICAL WALL JOINT DETAILS

Scale: N/A



PLAN AT CORNER

NOTES:

1. SPLICE LENGTH - SEE REINFORCING LAP SPLICE AND EMBEDMENT TABLES. UNLESS NOTED OTHERWISE ON DWGS.
2. CORNER AND INTERSECTING REINF. SHALL MATCH SIZE AND SPACING OF WALL REINF.

C CORNER AND INTERSECTING REINFORCING

Scale: N/A

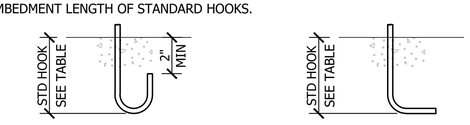
GENERAL STRUCTURAL NOTES:

1. ALL STRUCTURAL CONCRETE CONSTRUCTION FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
3. EXCAVATION FOR FOUNDATION SLABS SHALL BE NEAT. PLACE CONCRETE IMMEDIATELY AFTER EXCAVATION AND INSPECTION. WATER ACCUMULATION IN FOOTINGS EXCEEDING 1 INCH SHALL BE PUMPED OUT.
4. ALL STRUCTURAL CONCRETE SHALL MEET THE REQUIREMENTS OF 4000 PSI CONCRETE STRENGTH AT 28 DAYS.
5. REINFORCING BARS SHALL BE ASTM A615, GRADE 60 AND EPOXY COATED.
6. CHAMFER ALL EXPOSED EDGES 3/4", UNLESS OTHERWISE NOTED.
7. DIMENSIONS RELATING TO REINFORCING BARS ARE FROM CENTER-TO-CENTER OF BARS.
8. CONCRETE COVER FOR REINFORCING BARS AND LAP SPLICES SHALL CONFORM TO ACI 318, ACI 315 STANDARDS AND MINIMUM LAP TABLE ON THIS SHEET.
9. REFER TO PROJECT GEOTECHNICAL REPORT PREPARED BY CMJ ENGINEERING, INC. FOR BORING DATA, FREE DRAINING GRANULAR BACKFILL MATERIAL SPECIFICATIONS, RIPRAP CONSIDERATIONS AND CONSTRUCTION REQUIREMENTS.
10. DETAIL, FABRICATION AND ERECTION OF REINFORCING STEEL SHALL COMPLY WITH THE ACI SP-66 MANUAL REQUIREMENTS.
11. ALL FREE DRAINING GRANULAR WALL BACKFILL MATERIAL SHALL BE A CRUSHED STONE, SAND/GRAVEL MIXTURE, OR SAND/CRUSHED STONE MIXTURE. THE MATERIAL SHALL HAVE LESS THAN 3 PERCENT PASSING THE NO. 200 SIEVE AND LESS THAN 30 PERCENT PASSING THE NO. 40 SIEVE. THE MINUS NO. 40 SIEVE MATERIAL SHALL BE NON-PLASTIC. GRANULAR WALL BACKFILL SHALL NOT BE WATER JETTED DURING INSTALLATION.
12. CONTRACTOR SHALL PROVIDE RETAINING WALL SHOP DRAWINGS PLANS FOR APPROVAL, SHOWING PROPOSED SECTION REINFORCEMENT AND CONSTRUCTION/ CONTROL JOINT LOCATIONS AS REQUIRED IN DETAIL 'B'. WALL CONTROL JOINTS SHALL BE STAGGERED FROM FOOTING JOINTS. SPACING FOR FOOTING CONSTRUCTION JOINTS SHALL BE SIMILAR TO WALL JOINTS.
13. ALL EXPOSED CONCRETE WALL SURFACES SHALL HAVE AN ANTI-GRAFFITI PAINT COATING FINISH.

REINFORCING LAP SPLICE & EMBEDMENT SCHEDULE

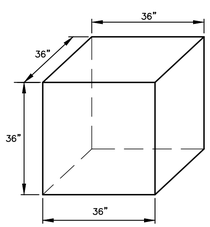
BAR SIZE	MIN LAP LENGTH (IN)		MIN EMBEDMENT LENGTH (IN)		STD HOOK
	TOP BARS	OTHER BARS	TOP BARS	OTHER BARS	
3	24	18	18	14	7
4	32	24	25	19	9
5	40	31	31	24	12
6	48	37	37	28	14
7	70	54	54	42	17
8	80	62	62	47	19
9	90	70	70	54	21
10	102	78	78	60	24
11	113	87	87	67	27

1. TOP BARS ARE HORIZONTAL BARS SO THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR. HORIZONTAL BARS IN WALLS ARE TO BE PROVIDED WITH LAPS AS REQUIRED FOR TOP BARS.
2. EXCEPT OTHERWISE INDICATED ON DRAWINGS, TENSION LAP SPLICE LENGTHS AND TENSION EMBEDMENT LENGTHS FOR STANDARD AND END HOOKS SHALL BE NO LESS THAN (NO MINUS TOLERANCE) SHOWN ON THIS SHEET.
3. FOR EPOXY COATED BARS AN ADDITIONAL INCREASE TO THE EMBEDMENT AND SPLICE LENGTH WILL BE ADDED TO THE ABOVE TABLE OR REQUIRED LENGTH AS DETERMINED BY ABOVE ITEMS 1, 2, AND 3. LENGTH OF EMBEDMENT OR SPLICE SHALL BE INCREASED BY MULTIPLYING THE APPROPRIATE LENGTH BY 1.5.
4. EMBEDMENT LENGTH OF STANDARD HOOKS.



K REINFORCEMENT SCHEDULE

Scale: N/A



D TYPICAL BASKET

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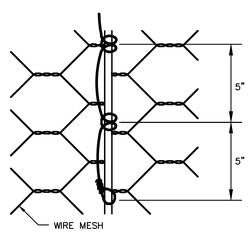
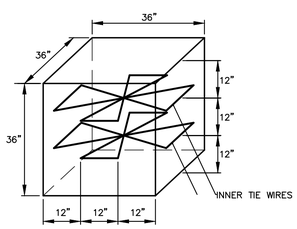


GABIONS MUST BE TIED IN THIS MANNER AT EACH STEP OF CONSTRUCTION:

1. INITIAL ASSEMBLY
2. TYING TO ADJACENT GABIONS ALONG ALL CONTACTING EDGES
3. TYING OF LID TO SIDES
4. TYING OF LID TO ALL DIAPHRAGMS
5. RE-TYING OF THE CUT GABION

F GABION TYING METHOD

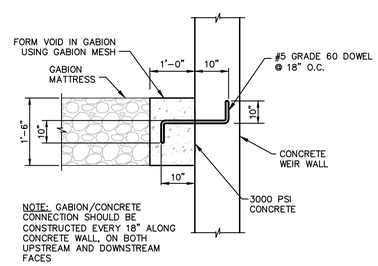
Scale: N/A



INNER TIE WIRES SHALL BE PLACED HORIZONTALLY IN EACH CELL EVERY 12" OF VERTICAL HEIGHT CONNECTING THE FRONT AND BACK FACES AND ANY UNSUPPORTED FACE LENGTHWISE.

E GABION WIRE INSTALLATION METHOD

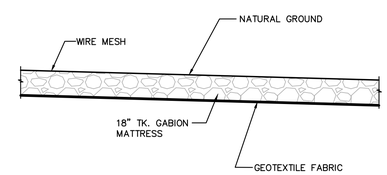
Scale: N/A



NOTE: GABION/CONCRETE CONNECTION SHOULD BE CONSTRUCTED EVERY 18" ALONG CONCRETE WALL, ON BOTH UPSTREAM AND DOWNSTREAM FACES

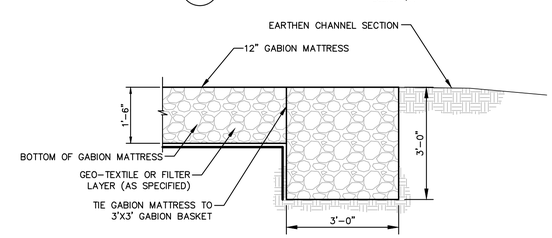
G GABION/CONCRETE CONNECTIONS

Scale: N/A



H GABION MATTRESS

Scale: N/A



J GABION MATTRESS W/ GABION TOEWALL

Scale: N/A

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THE CITY OF COPPELL TEXAS

scale
horiz N/A
vert N/A
date MAR 2021

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ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

CONCRETE DIVERSION WALL DETAILS

tnp project CPL19187

sheet 8 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\CONCRETE DIVERSION WALL DETAILS.dwg at Mar 25, 2021-9:23am by zgraves
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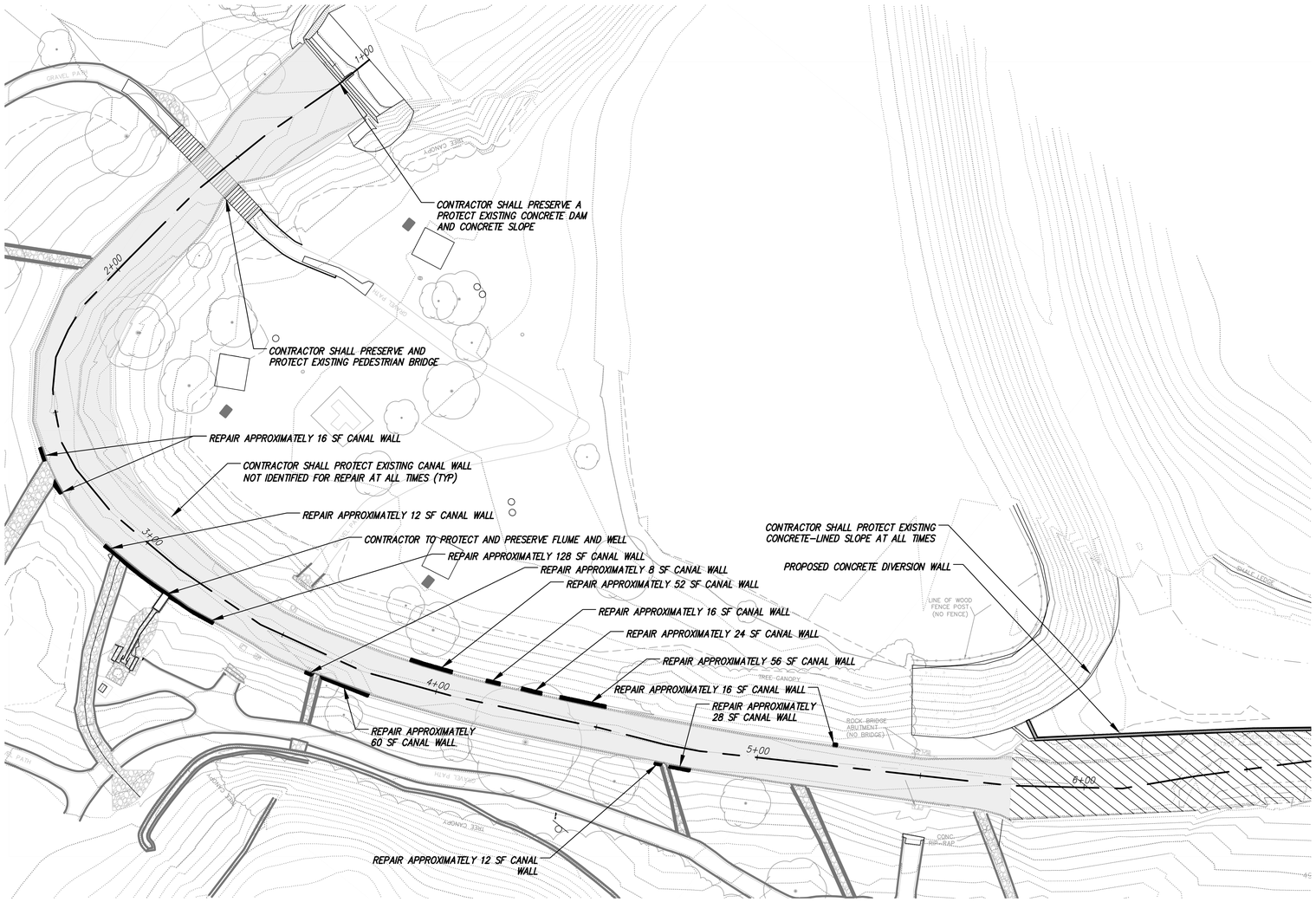


WALL REPAIR TECHNICAL NOTES AND SPECIFICATIONS:

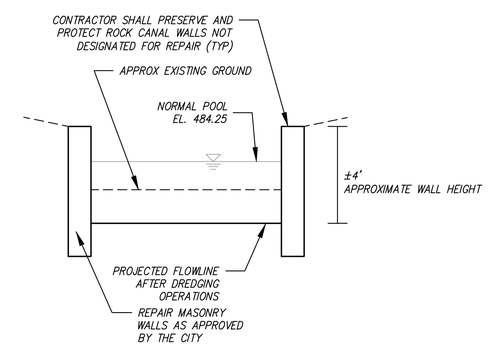
1. CONTRACTOR SHALL REPAIR CANAL WALLS PER PLANS AND SPECS. THE WALL REPAIRS SHALL BE PERFORMED BY A QUALIFIED HISTORIC MASONRY CONTRACTOR.
2. CONTRACTOR SHALL UTILIZE ACCESS ROUTE FOR ALL REPAIR AND CONSTRUCTION ACTIVITIES.
3. CONTRACTOR SHALL MANAGE WORK TO MINIMIZE THE REMOVAL OF TREES. ALL TREE REMOVAL MUST BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
4. LIMITS OF REPAIR SHALL BE IDENTIFIED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY CITY REPRESENTATIVE PRIOR TO THIS ACTIVITY.
5. CONTRACTOR SHALL RECOVER AND REUSE ORIGINAL WALL ROCK WITHIN CREEK FOR WALL REPAIRS. IF ORIGINAL WALL ROCK MATERIAL IS NOT AVAILABLE, CONTRACTOR SHALL LOCATE SIMILAR MATERIAL IN APPEARANCE AND PROPERTIES TO REPAIR WALL.
6. ALL PROPOSED CANAL WALL MATERIAL WILL BE APPROVED BY CITY REPRESENTATIVES PRIOR TO INSTALLATION. CONTRACTOR SHALL COORDINATE WITH PARKS AND RECREATION DEPARTMENT IF USE OF SUPPLEMENTAL ROCK BECOMES NECESSARY FOR WALL REPAIRS. CONTRACTOR SHALL SUBMIT SAMPLES OF ANY OUTSIDE SOURCE ROCK TO CITY FOR APPROVAL.
7. CONTRACTOR SHALL SUBMIT SPECIFICATIONS AND MIX DESIGN FOR WALL MORTAR AND OTHER MATERIALS TO CITY FOR APPROVAL PRIOR TO INSTALLATION.
8. MEASUREMENT AND PAYMENT FOR WALL REPAIR SHALL BE MADE ON THE BASIS OF THE UNIT PRICE BID PER SQARE FOOT. THE CONTRACT PRICE SHALL BE THE TOTAL COMPENSATION FOR THE FURNISHING OF ALL LABOR, SUBMITTALS, MATERIAL, TOOLS, EQUIPMENT, GRADING, AND INCIDENTALS NECESSARY TO COMPLETE THE REPAIR OF THE WALLS.

GRAPHIC SCALE

20 0 10 20 40

LEGEND

- LIMITS OF PROPOSED CHANNEL CLEARING AND RESTORATION
- LIMITS OF PROPOSED DREDGING (BY OTHERS UNDER SEPARATE CONTRACT)
- LIMITS OF PROPOSED WALL REPAIR



GRAPEVINE CANAL TYPICAL SECTION

N.T.S.

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THE CITY OF COPPELL TEXAS 1848

scale	
horiz	1" = 20'
vert	N/A
date	MAR 2021

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ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

WALL REPAIR PLAN

tnp project CPL19187

sheet 9 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\WALL REPAIR PLAN.dwg at Mar 25, 2021-9:49am by zgraves
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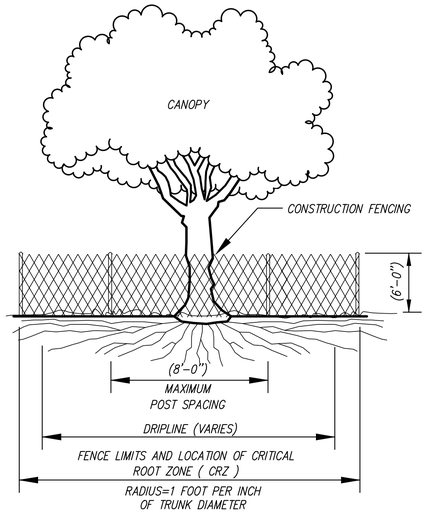
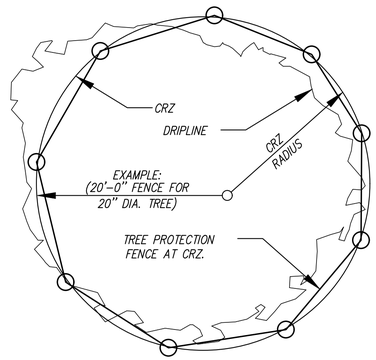




PLAN VIEW

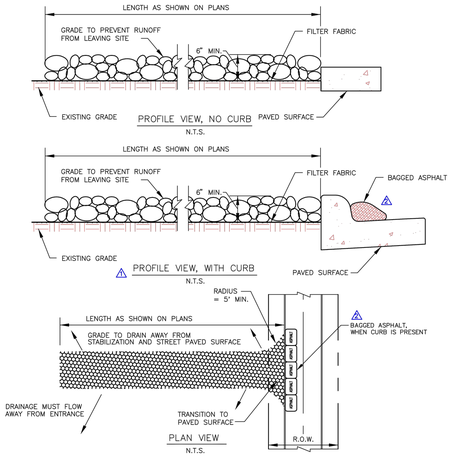
NOTE: CONTRACTOR SHALL COORDINATE WITH THE CITY TO IDENTIFY LOCATIONS WHERE TREE PROTECTION IS WARRANTED. CONTRACTOR SHALL PROVIDE PROTECTION IN ACCORDANCE WITH THIS DETAIL OR OTHER CITY APPROVED METHODS.

TREE PROTECTION DETAIL

N.T.S.

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 6 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
8. CONSTRUCTION ENTRANCE SHALL CONFORM TO T.P.D.E.S. AND T.C.E.Q. REQUIREMENTS.
9. △3 DAMAGED CURB SHALL BE REPAIRED PER STANDARD CONSTRUCTION DETAIL 2120.
10. DRAINAGE IN GUTTERLINE MUST BE MAINTAINED AT ALL TIMES.



North Central Texas Council of Governments

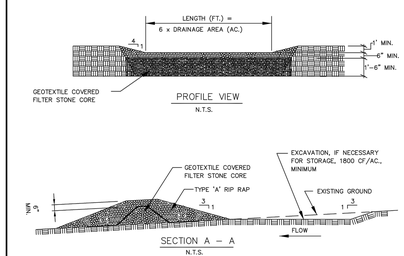
NOTE: STANDARDS ARE ADOPTED FROM THE NCTCG STANDARD DRAWINGS DATED NOV. '96, WITH LOCAL EXCEPTIONS.

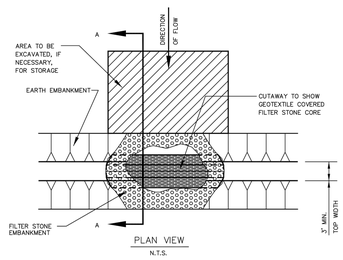
NO.	LOCAL EXCEPTION	BY	DATE
△3	ADD NOTES 9 AND 10.	SML	JUL. '14
△2	ADD BAGGED ASPHALT REQUIREMENT.	SML	JUL. '14
△1	ADD PROFILE VIEW WITH CURB.	SML	JUL. '14

COPPELL

STANDARD CONSTRUCTION DETAILS
EROSION AND SEDIMENTATION CONTROL
STABILIZED CONSTRUCTION ENTRANCE
CITY OF COPPELL DALLAS COUNTY, TEXAS

STD. SPEC. REFERENCE 201., 203.
STANDARD DETAIL 1070





NOTE:

STONE OUTLET SEDIMENT TRAP SHALL CONFORM TO T.P.D.E.S. AND T.C.E.Q. REQUIREMENTS.

North Central Texas Council of Governments

NOTE: STANDARDS ARE ADOPTED FROM THE NCTCG STANDARD DRAWINGS DATED NOV. '96, WITH LOCAL EXCEPTIONS.

NO.	LOCAL EXCEPTION	BY	DATE

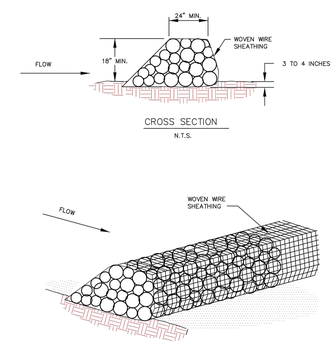
COPPELL

STANDARD CONSTRUCTION DETAILS
EROSION AND SEDIMENTATION CONTROL
STONE OUTLET SEDIMENT TRAP
CITY OF COPPELL DALLAS COUNTY, TEXAS

STD. SPEC. REFERENCE 201.
STANDARD DETAIL 1090

NOTES:

1. USE ONLY OPEN GRADED ROCK 4–8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3–5 INCHES IN DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
3. THE ROCK BERM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH 1/2" RAIN EVENT AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE–THIRD OF THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
6. ROCK BERM SHOULD BE USED AS CHECK DAMS FOR CONCENTRATED FLOW AND ARE NOT INTENDED FOR USE IN PERIMETER PROTECTION.
7. ROCK BERM SHALL CONFORM TO T.P.D.E.S. AND T.C.E.Q. REQUIREMENTS.



North Central Texas Council of Governments

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NO.	LOCAL EXCEPTION	BY	DATE

COPPELL

STANDARD CONSTRUCTION DETAILS
EROSION AND SEDIMENTATION CONTROL
ROCK BERM
CITY OF COPPELL DALLAS COUNTY, TEXAS

STD. SPEC. REFERENCE 201.9
STANDARD DETAIL 1060

no.	revision	by	date
1	Revised alignment of sanitary sewer	XXX	00/00/00

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ZACH GRAVES, P.E. Date: 03/25/21

Tx. Reg. # 130297

City of Coppell, Texas

Canal Wall Improvements for

GRAPEVINE SPRINGS PARK

CONSTRUCTION DETAILS

tnp project CPL19187

sheet 10 of 10

Drawing: P:\PROJECTS\CPL 19187\cad\sheets\Wall Construction\CONSTRUCTION DETAILS.dwg at Mar 25, 2021-9:27am by jgraves
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