

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

THIS AGREEMENT is dated as of the 23<sup>rd</sup> day of September in the year 2021 by and between the **CITY OF COPPELL, TEXAS**, a municipal corporation (hereinafter called OWNER) and CLARK Electric Inc (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

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

This project is to supply and install a standby electric generator at the City of Coppell Village Parkway Pump Station, along with other improvements. This work includes coordination with Oncor for the installation of a new service point, the installation of a 5 kV pad-mounted switch to serve as an automatic throw-over device between the generator and the electric utility, and the installation of ethernet communication paths (fiber optic and copper cable) between the generator, the pad-mounted switch, and the existing SCADA system. And it includes site drainage improvements to accommodate the new generator and switch. This project also includes connecting new Schweitzer Electric Labs (SEL) electronic protective relays in the new generator switchgear to the existing Pump Station SCADA System. The graphical user interface SCADA system top end is to be configured to incorporate the new generator and electronic protective relays.

The overall scope of work shall include all components necessary for the "turnkey" construction of the project as shown in the plans for the **Village Parkway Pump Station Standby Generator (Project No. WA 20-02)**. The Contractor for this project shall be responsible for coordinating with the City of Coppell Animal Control Shelter, Fire Department, and Water Department representatives regarding driveway access, mail/trash pickup (as applicable) and available parking within the Coppell City property located in the southeast quadrant of the intersection of Kimbel Kourt and Village Parkway, Coppell, TX.

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

**Construction of:  
Village Parkway Pump Station Standby Generator  
Project No. WA 20-02  
Bid No. Q-0821-01**

## **Article 2. ENGINEER.**

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

## **Article 3. CONTRACT TIME.**

3.1. The Work will be completed within 270 calendar days. The Contract time commences to run as provided in Item 103.2 of the General Provisions, and the work shall be completed and ready for final payment in accordance with Item 109.5 of the General Provisions.

3.2. Liquidated Damages. As stated in Item 20 of the Instructions to Bidders, the OWNER desires to expedite construction on this contract to minimize the inconvenience to the traveling public and to reduce the time of construction. Therefore, for the purposes of this project, an incentive/disincentive procedure shall be incorporated into the contract based upon the provisions for the incentive/disincentive as set forth in Item 20 of the Instructions to Bidders, Section 1 of these contract documents.

## **Article 4. CONTRACT PRICE.**

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

The total contract sum shall be the amount of:	<u>\$ 1,702,832.00</u>
The total tangible personal property cost included in the contract sum is:	<u>\$ 1,044,222.00</u>

## **Article 5. PAYMENT PROCEDURES.**

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

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by

the schedule of values established in Item 109.5 of the General Provisions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Provisions.

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

5.1.2 Payment may be made for the invoice amount less the specified retainage. Retainage to be calculated as defined in NCTCOG's Item 109.5.2 of the Standard Specifications for Public Works.

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

#### **Article 6. INTEREST.**

No interest shall ever be due on late payments.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

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

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

#### **Article 8. CONTRACT DOCUMENTS.**

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

- 8.1. This Agreement (pages 2-1 thru 2-7, inclusive).
- 8.2. Exhibits to this agreement (immediately following this Agreement, inclusive), including Performance Bond, Payment Bond and Maintenance Bond.
- 8.3. Certificate of Insurance.
- 8.4. Notice of Award.
- 8.5. Part 1: Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.
- 8.6. Supplementary Conditions to the NCTCOG, Division 100: General Provisions (pages 3-2 thru 3-10, inclusive).
- 8.7. Specifications bearing the title: "Construction Specifications and Contract Documents for the City of Coppell " Village Parkway Pump Station Standby Generator (Project No. WA 20-02)".
- 8.8. Drawings (Construction Plans) entitled: " Village Parkway Pump Station Standby Generator (Project No. WA 20-02), Coppell, Dallas County, Texas".
- 8.9. The following listed and numbered addenda:

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

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

#### **Article 9. MISCELLANEOUS.**

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



**Article 10. OTHER PROVISIONS.**

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

This Agreement will be effective on 23<sup>rd</sup> of September, 2021.

OWNER: **City of Coppel**  
**255 Parkway Boulevard**  
**Coppell, Texas 75019**

CONTRACTOR: CLARK Electric Inc.  
P.O. Box 851167  
Mesquite, TX. 75185

BY: \_\_\_\_\_ BY: Scott Clark  
TITLE: \_\_\_\_\_ TITLE: Corporate Secretary  
ATTEST: \_\_\_\_\_ ATTEST: [Signature]

Address for giving notices:

P.O. Box 9478  
Coppell, Texas 75019  
Attn: Michael Garza, P.E.  
Asst. Dir. of Engineering/Public Works

Address for giving notices:

P.O. Box 851167  
Mesquite, TX. 75185

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

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

## **Instructions for Bonds**

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

## PERFORMANCE BOND

STATE OF TEXAS       }  
COUNTY OF DALLAS   }

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF COPPELL, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Coppell, the Beneficiary, dated the \_\_\_\_\_ of \_\_\_\_\_, A.D. 2021, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**Construction of:**  
Village Parkway Pump Station Standby Generator  
**Project No. WA 20-02**  
**Bid No. Q-0821-01**

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



good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

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

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

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ copies, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PRINCIPAL**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

NAME:

\_\_\_\_\_

ADDRESS:

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

## PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_ whose address is

\_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF COPPELL, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Coppell, dated the \_\_\_\_\_ of \_\_\_\_\_, A.D. 2021, which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

**Construction of:  
Village Parkway Pump Station Standby Generator  
Project No. WA 20-02  
Bid No. Q-0821-01**

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

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

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications,

Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

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

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

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ copies, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

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

NAME:

\_\_\_\_\_

ADDRESS:

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

## MAINTENANCE BOND

STATE OF TEXAS        }

COUNTY OF DALLAS     }

**KNOW ALL MEN BY THESE PRESENTS: THAT** \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_, a corporation organized under the laws of  
\_\_\_\_\_, as sureties, do hereby expressly  
acknowledge themselves to be held and bound to pay unto the CITY OF COPPELL, a  
Municipal Corporation, Texas, the sum of \_\_\_\_\_,  
for the payment of which sum will and truly be made unto said CITY OF COPPELL, and its  
successors, said principal and sureties do hereby bind themselves, their assigns and  
successors jointly and severally.

**THIS** obligation is conditioned; however, that whereas, the said CITY OF COPPELL  
has this day entered into a written contract with the said \_\_\_\_\_ to build and  
construct **Village Parkway Pump Station Standby Generator**, which contract and the  
plans and specifications therein mentioned, adopted by the CITY OF COPPELL are hereby  
expressly made a part thereof as through the same were written and embodied herein.

**WHEREAS**, under the plans, specifications, and contract, it is provided that the  
Contractor will maintain and keep in good repair, the work herein contracted to be done and  
performed, for a period of two years from the date of the acceptance of said work, and to  
do all necessary repairs and/or reconstruction in whole or in part of said improvements that  
should be occasioned by settlement of foundation, defective workmanship or materials  
furnished in the construction or any part thereof or any of the accessories thereto  
constructed by the Contractor. It being understood that the purpose of this section is to  
cover all defective conditions arising by reason of defective material and charge the same  
against the said Contractor, and sureties on this obligation, and the said Contractor and  
sureties hereon shall be subject to the liquidation damages mentioned in said contract for  
each day's failure on its' part to comply with the terms of said provisions of said contract.  
Now, therefore, if the said Contractor shall keep and perform its' said agreement to  
maintain said work and keep the same in repair for the said maintenance period of two  
years, as provided, then these presents shall be null and void, and have no further effect,  
but if default shall be made by the said Contractor in the performance of its' contract to so  
maintain and repair said work, then these presents shall have full force and effect, and said  
CITY OF COPPELL shall have and receive from the said Contractor and its' principal and  
sureties damages in the premises, as provided; and it is further agreed that this obligation  
shall be a continuing one against the principal and sureties, hereon, and that successive  
recoveries may be and had hereon for successive branches until the full amount shall have  
been exhausted; and it is further understood that the obligation herein to maintain said work  
shall continue throughout said maintenance period, and the same

shall not be changed, diminished or in any manner affected from any cause during said time.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ and the said \_\_\_\_\_ has caused these presents to be executed by its Attorney in fact and the said Attorney in fact \_\_\_\_\_, has hereunto set his hand, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PRINCIPAL**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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



## BID FORM

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PROJECT IDENTIFICATION: Village Parkway Pump Station Standby Generator  
Project No. **WA 20-02**  
Coppell, Texas

BID OF Clark Electric, Inc. DATE 8/17/2021  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: City of Coppell (hereinafter called OWNER)  
c/o Procurement Services  
255 Parkway Boulevard  
P.O. 9478  
Coppell, Texas 75019

**CITY OF COPPELL BID NO: Q-0821-01**

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

No:	<u>1</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Date:	<u>8/9/2021</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Rec'd:	<u>8/9/2021</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports of exploration and tests of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.

BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.



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

Item No.	Approx Quantity	Unit	Description of item With Bid Price Written in Words	Unit Price	Total Amount of Bid
<b>PROJECT MOBILIZATION/DEMobilization</b>					
1	1	LS	Allowance for Mobilization, a maximum of 2.5% of the Contract Amount @ <u>Thirty Thousand Dollars</u>    Per L.S.	30,000.00	30,000.00
2	1	LS	Allowance for Demobilization, a maximum of 2.5% of the Contract Amount @ <u>Thirty Thousand Dollars</u>    Per L.S.	30,000.00	30,000.00
			<b>SUBTOTAL MOBILIZATION / DEMOBILIZATION ITEMS</b>		
<b>ELECTRICAL DISTRIBUTION AND CONTROLS</b>					
3	1	LS	Furnish new electric generator (Generator) @ <u>Six Hundred Sixty Seven Thousand Dollars</u>    Per L.S..	667,000.00	667,000.00
4	1	LS	Furnish and install all electrical related materials and labor for installation of the new generator @ <u>Three Hundred Ninety Two Thousand and Three Hundred Thirty Two Dollars</u>   Per L.S.	392,332.00	392,332.00
5	1	LS	Furnish new 5 kV sealed deadfront distribution switchgear (Vista Switch) @ <u>Three Hundred Twenty Six Thousand Dollars</u>   Per L.S..	326,000.00	326,000.00

Item No.	Approx Quantity	Unit	Description of item With Bid Price Written in Words	Unit Price	Total Amount of Bid
6	1	LS	Furnish and install all electrical related materials and labor for installation of the new Vista Switch @  Two Hundred Thirty Thousand Dollars    Per L.S.	230,000.00	230,000.00
7	1	LS	Furnish and install all electrical related materials and labor for installation of all other requirements as well as all software programming labor for the monitoring of the generator and for all commissioning efforts for a complete and working generator system @    Twenty Seven Thousand and Five Hundred Dollars   Per L.S.	27,500.00	27,500.00
			SUBTOTAL ELECTRICAL DISTRIBUTION AND CONTROL ITEMS		1,612,832.00
CIVIL AND MECHANICAL IMPROVEMENTS					
8	1	LS	Furnish and install all civil and mechanical related materials and labor for installation of all requirements and for all commissioning efforts for a complete system @  Ninety Thousand Dollars    Per L.S.	90,000.00	90,000.00
			SUBTOTAL MECHANICAL ITEMS		90,000.00
			TOTAL AMOUNT BID		1,702,832.00



## BID SUMMARY

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Village Parkway Pump Station Standby Generator  
BID NO. Q-0821-01  
Coppell, Texas

**TOTAL BID ITEMS BASE BID**                      \$ 1,702,832.00

The awarded contract amount will be on the basis of the Base Bid only.

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

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

## PROPOSAL GUARANTY

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

SUBMITTED ON 8/17/2021

Signature:  - Brad Kohler

## BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Dallas

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

"I, Scarlett Clark am a duly authorized office/agent for  
Name  
Clark Electric, Inc. and have been duly authorized to execute the  
Name of Firm

foregoing on behalf of the said Clark Electric, Inc.  
Name of Firm

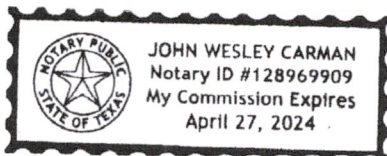
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six months, directly or indirectly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

Name and Address of Bidder: Scarlett Clark - Clark Electric, Inc.  
246 South Collins Road, Sunnyvale, Texas 75182

Telephone: ( 214 ) 991-6459 by: Scarlett Clark

Title: Corporate Secretary Signature: Scarlett Clark

SUBSCRIBED AND SWORN to before me by the above named Scarlett Clark  
on this the 16<sup>th</sup> day of AUGUST 20 21



Notary Public in and for the State of TEXAS  
John W. Carman

If BIDDER IS:

**An Individual**

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

(Individual's Name)

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

Business address \_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Partnership**

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

(Firm Name)

(General Partner)

Business address \_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Corporation**

By Clark Electric, Inc.  
\_\_\_\_\_  
(Corporation Name)

Texas

(State of Incorporation)

By Scarlett Clark  
\_\_\_\_\_  
(Name of person authorized to sign)

Corporate Secretary

(Title)

(Corporate Seal)

Attest Scarlett Clark  
\_\_\_\_\_  
(Secretary)

Business address P.O. Box 811567  
\_\_\_\_\_  
Mesquite, Texas 75185 Phone No. (972)226-7275

**A Joint Venture**

By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)

By \_\_\_\_\_  
\_\_\_\_\_  
(Name) (Address)

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



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

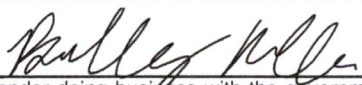
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

8/13/2021

Date



City of Coppell, TX  
Procurement Services

HOUSE BILL 89 VERIFICATION

I, Brad Kohler (Person name), the undersigned representative of  
(Company or Business name) Clark Electric, Inc.  
(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 8/13/2021

  
SIGNATURE OF COMPANY  
REPRESENTATIVE