

## BID FORM

PROJECT IDENTIFICATION: Sandy Lake Lift Station and System Improvements  
Project No. SS 18-01  
Coppell, Texas

BID OF Felix Construction DATE 09/28/2021  
(NAME OF FIRM)

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

CITY OF COPPELL BID NO: Q-0921-01

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

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No:	<u>1</u>	<u>2</u>	<u>                    </u>	<u>                    </u>
Date:	<u>09/17/2021</u>	<u>09/24/2021</u>	<u>                    </u>	<u>                    </u>
Rec'd:	<u>DC</u>	<u>Dc</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 this project will be completed in **one** phase. Additional phasing or move-ins by utility and paving contractors will require approval by the Engineer. It is understood and agreed that all work under this contract will be completed within the bid calendar days. Completion date will be established in the Notice to Proceed. It is understood that time of completion will be a consideration in the award of the bid.
  - 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 & from adjacent streets, neighborhoods and properties, which could affect productivity.
  - 7. BIDDER will complete the Work for the following price(s):

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SANDY LAKE LIFT STATION AND SYSTEM IMPROVEMENTS  
PROJECT NUMBER SS 18-01  
BID NO. Q-0921-01  
UNIT PRICE AND BID SCHEDULE  
BASE BID

ITEM NO.	DESCRIPTION OF ITEMS AND PRICE IN WORDS	UNITS	QTY	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS					
1	Mobilization and Demobilization, for the sum of <u>two hundred thousand</u>  Dollars and <u>Zero</u> Cents	LS	1	\$ <u>200,000.00</u>	\$ <u>200,000.00</u>
2	Sandy Lake Lift Station, complete in place (except for Flygt equipment listed in Bid Item 3) for the sum of <u>four million seven hundred sixty two thousand one hundred twenty four</u> <u>\$</u> Dollars and <u>Zero</u> Cents	LS	1	\$ <u>4,762,124.00</u>	\$ <u>4,762,124.00</u>
3	Flygt Supplied Pumps and Equipment, for Sandy Lake Lift Station (Bid Item 2) and Deforest Lift Station (Bid Item 7) as listed in Appendix A, complete in place for the sum of <u>Three hundred thirty-five thousand</u>  Dollars and <u>no</u> Cents	LS	1	<u>\$335,000.00</u>	<u>\$335,000.00</u>
4	Storm Water Pollution Prevention, for  <u>seven thousand</u> Dollars and <u>no</u> Cents	LS	1	\$ <u>7,000</u>	\$ <u>7,000</u>
5	Trench Safety Plan, for  <u>two thousand</u> Dollars and <u>no</u> Cents	LS	1	\$ <u>2,000</u>	\$ <u>2,000</u>



ITEM NO.	DESCRIPTION OF ITEMS AND PRICE IN WORDS	UNITS	QTY	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS					
6	Traffic Control Plan, for  five thousand  Dollars and <u>no</u> Cents	LS	1	\$ <u>5,000</u>	\$ <u>5,000</u>
7	Instrumentation and Controls at DeForest Lift Station, complete in place (except for Flygt equipment listed in Bid Item 3) for seventy four thousand eight hundred  Dollars and <u>Zero</u> Cents	LS	1	\$ <u>74,800.00</u>	\$ <u>74,800.00</u>
8	Instrumentation and Controls at Wagon Wheel Elevated Tank, complete in place for forty thousand eight hundred  Dollars and <u>Zero</u> Cents	LS	1	\$ <u>40,800.00</u>	\$ <u>40,800.00</u>
9	Instrumentation and Controls at Southwestern Wheel Elevated Tank, complete in place for forty three thousand  Dollars and <u>Zero</u> Cents	LS	1	\$ <u>43,000.00</u>	\$ <u>43,000.00</u>
10	Instrumentation and Controls at TRA Meter - McInnish Park, complete in place for thirty one thousand two hundred  Dollars and <u>Zero</u> Cents	LS	1	\$ <u>31,200.00</u>	\$ <u>31,200.00</u>

ITEM NO.	DESCRIPTION OF ITEMS AND PRICE IN WORDS	UNITS	QTY	UNIT PRICE	TOTAL PRICE
BASE BID ITEMS					
11	Instrumentation and Controls at TRA Meter - Cypress Waters, complete in place for <u>twenty seven thousand eight hundred</u> Dollars and _____ Cents	LS	1	\$ <u>27,800.00</u>	\$ <u>27,800.00</u>
12	Andrew Brown Park Flow Meter and Improvements, complete in place for <u>ninety one thousand three hundred</u> Dollars and <u>Zero</u> Cents	LS	1	\$ <u>91,300.00</u>	\$ <u>91,300.00</u>
13	Mockingbird Lane Flow Meter and Improvements, complete in place for <u>eighty two thousand eight hundred</u> Dollars and <u>Zero</u> Cents	LS	1	\$ <u>82,800.00</u>	\$ <u>82,800.00</u>
14	Instrumentation and Controls at Village Parkway Pump Station, complete in place for <u>two hundred ninety six thousand</u> Dollars and <u>Zero</u> Cents	LS	1	\$ <u>296,000.00</u>	\$ <u>296,000.00</u>
15	Additional Crushed Stone, for <u>two thousand</u> Dollars and _____ Cents	CY	50	\$ <u>40</u>	\$ <u>2,000 1979 MP</u>
16	Additional 2,000-PSI Concrete, for <u>eight thousand</u> Dollars and _____ Cents	CY	50	\$ <u>160 MP</u>	\$ <u>8,000</u>

ITEM NO.	DESCRIPTION OF ITEMS AND PRICE IN WORDS	UNITS	QTY	UNIT PRICE	TOTAL PRICE
<b>BASE BID ITEMS</b>					
17	Additional 3,600-PSI Concrete, for  eight thousand five hundred Dollars and <u>no</u> Cents	CY	50	\$ <u>170</u>	\$ <u>8500</u>
18	Additional 4,000-PSI Concrete, for  nine thousand Dollars and <u>no</u> Cents	CY	50	\$ <u>180</u>	\$ <u>9000</u>
19	Additional Controlled Low Strength Material, for  six thousand five hundred Dollars and <u>no</u> Cents	CY	50	\$ <u>130</u>	\$ <u>6500</u>
20	Additional Brick and Mortar Fence, for two hundred thirty three thousand seven hundred fifty Dollars and <u>Zero</u> Cents	LF	550	\$ <u>425.00</u>	\$ <u>233,750.00</u>
21	Project Allowance for Contingency, for Two hundred thousand  Dollars and <u>no</u> Cents	ALW	1	<u>\$200,000.00</u>	<u>\$200,000.00</u>
<b>TOTAL BID PRICE (BASE BID)</b> Six million four hundred sixty six thousand five hundred seventy four Dollars and <u>Zero</u> Cents					\$ <u>6,466,574.00</u>

**General Contractor Certification Statement**

I, Matt Phillips, representing Felix Construction,

hereby certify that I do not take exception to the requirements of the Contract Documents.

Signature: [Signature]

Date: 09/28/2021



**BID SUMMARY – BID NO. Q-0921-01**  
**Sandy Lake Lift Station**

**TOTAL BID ITEMS BASE BID (1-21)** \$ 6,466,574.00

**Total Tangible Personal Property:** \$ 2,294,003.00

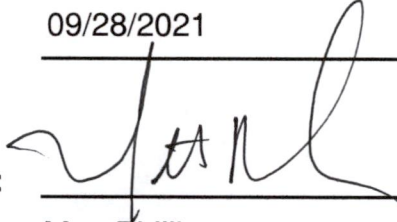
1. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
2. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included 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**

- **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** 09/28/2021

**Signature:** 

**Name:** Matt Phillips

**Title:** Vice President

**Company:** Felix Construction

**Address:** 403 International Parkway, Suite 500  
Richardson TX 75081

## BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TX, on this day personally appeared Matt Phillips who after being by me

Name

duly sworn, did depose and say:

"I, Matt Phillips am a duly authorized office/agent for

Name

Felix Construction

Name of Firm

and have been duly authorized to execute the

foregoing on behalf of the said Felix Construction

Name of Firm

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

Name and Address of Bidder: Felix Construction

403 International Parkway, Suite 500, Richardson TX 75081

Telephone: ( ) 469-458-0011 by: Matt Phillips

Title: Vice President

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this the 28th day of September 2021

Notary Public in and for the State of Texas





If BIDDER IS:

**An Individual**

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

(Individual's Name)

doing business as

Business address

Phone No.

**A Partnership**

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

(Firm Name)

(General Partner)

Business address

Phone No.

**A Corporation**

By Felix Construction

(Corporation Name)

Arizona

(State of Incorporation)

By Matt Phillips

(Name of person authorized to sign)

Vice President

(Title)

(Corporate Seal)

Attest Kevin Felix

(Secretary)

Business address

Felix Construction

403 International Parkway, Suite 500, Richardson TX 75081

Phone No.

469-458-0011

**A Joint Venture**

By \_\_\_\_\_

(Name)

(Address)

By \_\_\_\_\_

(Name)

(Address)

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

**OFFICE USE ONLY**

Date  
Received

1 Name of person doing business with local governmental entity.

MATT Phillip & C Felix Construction (company)

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

N/A

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

N/A



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Felix Construction Company**

403 International Parkway, Suite 500, Richardson, TX 75081

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**Travelers Casualty And Surety Company Of America**

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Coppell, Texas**

255 E. Parkway Boulevard, P.O. Box 9478, Coppell, TX 75019

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid**-----**Dollars 5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Sandy Lake Lift Station and System Improvements**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of September, 2021.

**Felix Construction Company**

(Principal)

(Seal)

Vice President

(Title)

(Witness)

**Travelers Casualty And Surety Company Of America**

(Surety)

(Seal)

Stephanie L. Bucholz, Attorney-in-Fact

(Title)

(Witness) Debra K. Williams





**SURETY BOND SEAL ADDENDUM  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16<sup>th</sup> day of March, 2020.

**Travelers Casualty and Surety Company of America**



By:   
Robert L. Raney, Senior Vice President





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHANIE L BUCHOLZ** of **MESA, Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



*Anna P. Nowik*  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **September**, 2021

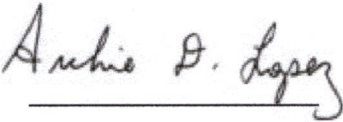
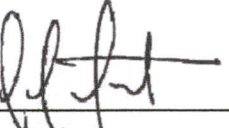
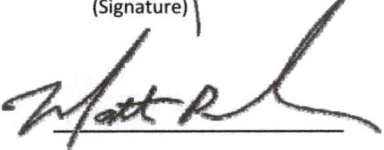
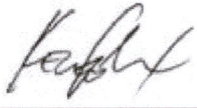
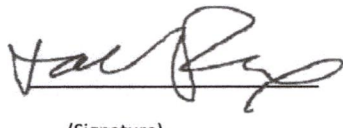
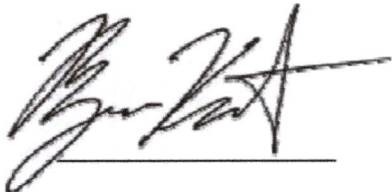


*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## CORPORATION EVIDENCE OF AUTHORITY

The following individual(s) are authorized to execute, sign and submit proposals, pay applications, contract amendments, contracts and contract bonds on behalf of the corporation, Felix Construction Company.

- |    |  |   |                                   |
|----|--|---|-----------------------------------|
| 1. | <u>Archie Lopez</u><br>(Print Name)    | <u></u><br>(Signature)   | <u>President</u><br>(Title)       |
| 2. | <u>David Giannetto</u><br>(Print Name) | <u></u><br>(Signature)   | <u>Vice-President</u><br>(Title)  |
| 3. | <u>Matt Phillips</u><br>(Print Name)   | <u></u><br>(Signature)   | <u>Vice-President</u><br>(Title)  |
| 4. | <u>Kevin Felix</u><br>(Print Name)     | <u></u><br>(Signature)   | <u>Secretary</u><br>(Title)       |
| 5. | <u>Joel Felix</u><br>(Print Name)      | <u></u><br>(Signature) | <u>Treasurer</u><br>(Title)       |
| 6. | <u>Ryan Koontz</u><br>(Print Name)     | <u></u><br>(Signature) | <u>Project Manager</u><br>(Title) |



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

---

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 by and between the **CITY OF COPPELL, TEXAS**, a municipal corporation (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

**Article 1. WORK.**

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

This work shall consist of the construction of a new 6.15 MGD Sandy Lake Lift Station (SLLS) inclusive of yard piping, electrical improvements, site improvements, decommissioning of the existing lift station, permanent flow meter installation at six sites in City of Coppell including the SLLS, SCADA improvements at facilities through City of Coppell, and all appurtenant work as laid out and described in the construction plans.

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:  
Sandy Lake Lift Station and System Improvements  
PROJECT NO. SS 18-01  
Bid No. Q-0921-01**

**Article 2. ENGINEER.**

The Project has been designed by Plummer 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 540 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. 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 within the Instructions to Bidders in 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: \$ \_\_\_\_\_.

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

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

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

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

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

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

## **Article 6. INTEREST.**

No interest shall ever be due on late payments.

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

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

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

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

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

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

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



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

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

- 8.1. This Agreement (pages 2-2 thru 2-6, 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 "Sandy Lake Lift Station (Project No. SS 18-01) for the City of Coppell".
- 8.8. Drawings (Construction Plans) entitled: "Sandy Lake Lift Station (Project No. SS 18-01) for the City of Coppell.
- 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.

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**Article 10. OTHER PROVISIONS.**

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

This Agreement will be effective on \_\_\_\_\_, 2021.

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

CONTRACTOR:

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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

\_\_\_\_\_  
\_\_\_\_\_

(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.)