

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **DDM Construction Corporation**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Seven Hundred Eighty-Six Thousand One Hundred Seventy dollars and no cents (\$786,170.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **90** calendar days after the date of the Notice to Proceed for the base proposal. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: CSP No. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS
ROAD TO BETTS ROAD

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations

- 4) Personal Injury
 - 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
 - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
 - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
 - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE

OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

DDM CONSTRUCTION CORPORATION

TOWN OF PROSPER, TEXAS

By: _____

Title: _____

Date: _____

Address: 4006 Belt Line Rd.
Ste. 230
Addison, Texas 75001

Phone: _____

Email: _____

By: **HARLAN JEFFERSON**

Title: Town Manager

Date: _____

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (972) 346-2640

Email: hjefferson@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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 **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin 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. The penal sum of 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 Town of Prosper, the Beneficiary, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

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 one (1) year 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 and against 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 were filed on this Bond, exclusive Venue shall lie in Collin 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 and Drawings, etc., accompanying the same shall in anywise 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 Collin County or Dallas 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 two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Company Name

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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 **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin 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. The penal sum of 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 Town of Prosper, the Owner, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD**

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 the above-referenced 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 were filed on this Bond, exclusive venue shall lie in Collin 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 performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise 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 Collin County or Dallas 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 two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **14th day of June, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, 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 performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way 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.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax



2022-38-B

Prosper Public Works Highpoint Drive: Hays Road to Betts Drive

Issue Date: 4/6/2022

Questions Deadline: 4/19/2022 12:00 PM (CT)

Response Deadline: 4/26/2022 02:00 PM (CT)

Contact Information

Contact: Jay Carter, Assistant Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1028

Email: jcarter@prospertx.gov

Event Information

Number: 2022-38-B
Title: Prosper Public Works Highpoint Drive: Hays Road to Betts Drive
Type: Competitive Sealed Proposal
Issue Date: 4/6/2022
Question Deadline: 4/19/2022 12:00 PM (CT)
Response Deadline: 4/26/2022 02:00 PM (CT)
Notes: **Project Estimate: \$981,640**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-38-B PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Tuesday, April 26, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/85934046591>

Meeting ID: 859 3404 6591

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of remove existing roadway and replace with 6" cement treated subgrade, six inch reinforced concrete pavement, storm water headwalls corrugated metal pipe of various size, traffic control, sodding and roadway excavation.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078,

Phone: (972) 569-1056 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the formal Planholder Listing.

Ship To Information

Contact: Jay Carter, Assistant Purchasing
Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1028
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Activities

Online Public Proposal Opening

4/26/2022 3:00:00 PM (CT)

The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/85934046591>

Meeting ID: 859 3404 6591

Dial-in any of these numbers +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,+1 301 715 8592 or +1 346 248 7799

Bid Attachments

CSP No. 2022-38-B Contract Documents and Specifications.pdf

[Download](#)

CSP No. 2022-38-B Contract Documents and Specifications

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf

Standard Terms and Conditions for Procurements Construction

[Download](#)

GENERAL CONDITIONS CIP 2-21-2020.pdf

GENERAL CONDITIONS CIP 2-21-2020

[Download](#)

Insurance Requirements for Construction Services R7-25-19.pdf

Insurance Requirements for Construction Services

[Download](#)

CSP No. 2022-38-B Bid Bond.pdf

CSP No. 2022-38-B Bid Bond

[Download](#)

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

CIP Completed Projects and References Worksheet

[Download](#)

Out of State Contractor Compliance Form.pdf

Out of State Contractor Compliance Form

[Download](#)

Conflict of Interest Questionnaire - fillable.pdf

Conflict of Interest Questionnaire

[Download](#)

CSP No. 2022-38-B Planholder Registration Form.pdf

CSP No. 2022-38-B Planholder Registration Form

[Download](#)

Requested Attachments

A1 Qualifications and Experience

(Attachment required)

Outline contractor and subcontractor experience with similar projects

A2 Resumes

(Attachment required)

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager)

A3 Completed Projects and References Worksheet

(Attachment required)

Complete and submit the Completed Projects and References Worksheet

A4 Project Schedule

(Attachment required)

Submit a copy of an actual project schedule used during construction for same or similar project. This is an example only and not specific for this project.

Bid Bond

(Attachment required)

Conflict of Interest Questionnaire

Only submit if applicable

Out of State Contractor Compliance Form

Only submit if applicable

Bid Attributes

1 Bid Proposal Condition No. 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.

I Agree

(Required: Check if applicable)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

I Agree

(Required: Check if applicable)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

I Agree

(Required: Check if applicable)

4 Bid Proposal Condition No. 4

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.

I Agree

(Required: Check if applicable)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which 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.

I Agree

(Required: Check if applicable)

6 Bid Proposal Condition No. 6

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 the 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.

I Agree

(Required: Check if applicable)

7 Bid Proposal Condition No. 7
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.
 I Agree
(Required: Check if applicable)

8 Bid Proposal Condition No. 8
Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
 I Agree
(Required: Check if applicable)

9 Bid Proposal Condition No. 9
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 submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
 I Agree
(Required: Check if applicable)

10 Bid Proposal Condition No. 10
Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days proposed based on date of Notice to Proceed.**
 I Agree
(Required: Check if applicable)

11 Bid Proposal Condition No. 11
Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
 I Agree
(Required: Check if applicable)

12 Bid Proposal Condition No. 12
Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
 I Agree
(Required: Check if applicable)

13 Bid Proposal Condition No. 13
Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
 I Agree
(Required: Check if applicable)

1 4	Bid Proposal Condition No. 14 In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by surety company named in the space provided , to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
--------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 5	Bid Proposal Condition No. 15 The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
--------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 6	Bid Proposal Condition No. 16 The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
--------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 7	Base Bid Cost of Materials \$ <input type="text"/> <i>(Required: Numbers only)</i>
--------	----------------------------------------------------------------------------------------------------

1 8	Base Bid Cost of Labor, Profit, etc. \$ <input type="text"/> <i>(Required: Numbers only)</i>
--------	--------------------------------------------------------------------------------------------------------------

1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
--------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
----------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2 5	Subcontractor 1 - Type of Work <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	----------------------------------------------------------------------------------------------------------------------

2 6	Subcontractor 1 - % of Work <input type="text" value=""/> % <i>(Optional)</i>
----------------	--------------------------------------------------------------------------------------------

2 7	Subcontractor 2 - Name <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	--------------------------------------------------------------------------------------------------------------

2 8	Subcontractor 2 - Type of Work <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	----------------------------------------------------------------------------------------------------------------------

2 9	Subcontractor 2 - % of Work <input type="text" value=""/> % <i>(Optional)</i>
----------------	--------------------------------------------------------------------------------------------

3 0	Subcontractor 3 - Name <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	--------------------------------------------------------------------------------------------------------------

3 1	Subcontractor 3 - Type of Work
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

3 2	Subcontractor 3 - % of Work
	<input type="text"/> % <i>(Optional)</i>

3 3	Subcontractor 4 - Name
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

3 4	Subcontractor 4 - Type of Work
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

3 5	Subcontractor 4 - % of Work
	<input type="text"/> % <i>(Optional)</i>

3 6	Subcontractor 5 - Name
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

3 7	Subcontractor 5 - Type of Work
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

3 8	Subcontractor 5 - % of Work
	<input type="text"/> % <i>(Optional)</i>

3
9

Supplier 1 - Name

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

(Optional: Maximum 1000 characters allowed)

4
0

Supplier 1 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
1

Supplier 2 - Name

(Optional: Maximum 1000 characters allowed)

4
2

Supplier 2 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
3

Supplier 3 - Name

(Optional: Maximum 1000 characters allowed)

4
4

Supplier 3 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
5

Supplier 4 - Name

(Optional: Maximum 1000 characters allowed)

46 Supplier 4 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

47 Supplier 5 - Name

(Optional: Maximum 1000 characters allowed)

48 Supplier 5 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

49 Project Timeline: Substantial Completion
 Provide number of days to reach substantial completion of all construction

(Required: Numbers only)

50 Project Timeline: Final Completion
 Provide number of days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1 6 in Reinforced Concrete Pavement (24 ft)
(Response required)

Quantity: 6250 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 5 in Reinforced Driveways
(Response required)

Quantity: 280 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 Roadway Excavation
(Response required)
 Quantity: 1 UOM: LS Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Prepare and Implement Storm Water Prevention Plan (SWPPP)
(Response required)
 Quantity: 1 UOM: LS Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals
(Response required)
 Quantity: 1 UOM: LS Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 Sod (15 ft on north, 15 ft on south)
(Response required)
 Quantity: 6400 UOM: SY Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Cement Slurry (50 lb/sy)
(Response required)
 Quantity: 175 UOM: TN Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 6 in Cement Treated Subgrade
(Response required)
 Quantity: 7000 UOM: SY Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 Culverts 16 inch Installed Complete
(Response required)
 Quantity: 90 UOM: LF Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

10 Culverts 18 inch Installed Complete
(Response required)
 Quantity: 20 UOM: LF Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

11 Culverts 12 inch Installed complete
(Response required)
 Quantity: 20 UOM: LF Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

12 Headwall (All Sizes) Installed Complete
(Response required)
 Quantity: 16 UOM: EA Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

13 Grade Ditches
(Response required)
 Quantity: 4640 UOM: LF Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

14 Remove Existing Pavement
(Response required)
 Quantity: 5670 UOM: SY Unit Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1 5	5 in Asphalt Pavement <i>(Response required)</i>	Quantity: <u>50</u> UOM: <u>SY</u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Supplier Notes: _____ _____			

1 6	6 in Intersection Concrete Paving <i>(Response required)</i>	Quantity: <u>260</u> UOM: <u>SY</u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Supplier Notes: _____ _____			

1 7	Culverts 24 Inch <i>(Response required)</i>	Quantity: <u>60</u> UOM: <u>LF</u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Supplier Notes: _____ _____			

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



2022-38-B

**DDM Construction Corporation
DDM Construction Corporation
Supplier Response**

Event Information

Number: 2022-38-B
Title: Prosper Public Works Highpoint Drive: Hays Road to Betts Drive
Type: Competitive Sealed Proposal
Issue Date: 4/6/2022
Deadline: 4/26/2022 02:00 PM (CT)
Notes: **Project Estimate: \$981,640**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-38-B PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Tuesday, April 26, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/85934046591>
Meeting ID: 859 3404 6591
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of remove existing roadway and replace with 6" cement treated subgrade, six inch reinforced concrete pavement, storm water headwalls corrugated metal pipe of various size, traffic control, sodding and roadway excavation.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 569-1056 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the formal Planholder Listing.

Contact Information

Contact: Jay Carter, Assistant Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1028

Email: jcarter@prospertx.gov

DDM Construction Corporation Information

Contact: Zack Markwardt
Address: 4006 Belt Line Rd. Ste 230
Addison, TX 75001
Phone: (940) 217-5751
Email: estimators@ddmcc.net
Web Address: www.ddmcc.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Zack Markwardt
Signature

estimators@ddmcc.net
Email

Submitted at 4/26/2022 1:22:06 PM

Requested Attachments

A1 Qualifications and Experience A1-Qualifications & Experience (Contractor & Subcontractor) SUBMITTED.pdf

Outline contractor and subcontractor experience with similar projects

A2 Resumes

A2-Resumes SUBMITTED.pdf

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager)

A3 Completed Projects and References Worksheet A3-Completed Projects and References Worksheet SUBMITTED.pdf

Complete and submit the Completed Projects and References Worksheet

A4 Project Schedule

A4-Project Schedule SUBMITTED.pdf

Submit a copy of an actual project schedule used during construction for same or similar project. This is an example only and not specific for this project.

Bid Bond

01-Bid Bond (SUBMITTED).pdf

Conflict of Interest Questionnaire

01-COI (SUBMITTED).pdf

Only submit if applicable

Out of State Contractor Compliance Form

01-Out of State Contractor Compliance Form (SUBMITTED).pdf

Only submit if applicable

Bid Attributes

1 Bid Proposal Condition No. 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.

I Agree (I Agree)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

I Agree (I Agree)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

I Agree (I Agree)

4 Bid Proposal Condition No. 4

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.

I Agree (I Agree)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which 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.

I Agree (I Agree)

6 Bid Proposal Condition No. 6

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 the 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.

I Agree (I Agree)

7 Bid Proposal Condition No. 7

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.

I Agree (I Agree)

8 Bid Proposal Condition No. 8

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

I Agree (I Agree)

9	<p>Bid Proposal Condition No. 9</p> <p>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 submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
10	<p>Bid Proposal Condition No. 10</p> <p>Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of calendar days proposed based on date of Notice to Proceed.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
11	<p>Bid Proposal Condition No. 11</p> <p>Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days proposed as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
12	<p>Bid Proposal Condition No. 12</p> <p>Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
13	<p>Bid Proposal Condition No. 13</p> <p>Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
14	<p>Bid Proposal Condition No. 14</p> <p>In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by <i>surety company named in the space provided</i>, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
15	<p>Bid Proposal Condition No. 15</p> <p>The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
16	<p>Bid Proposal Condition No. 16</p> <p>The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>

1 7	Base Bid Cost of Materials \$290191
1 8	Base Bid Cost of Labor, Profit, etc. \$495979
1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)
2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)
2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)
2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)
2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)
2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. Green Scaping
2 5	Subcontractor 1 - Type of Work Landscape & Irrigation Repair
2 6	Subcontractor 1 - % of Work 5%
2 7	Subcontractor 2 - Name Dustrol
2 8	Subcontractor 2 - Type of Work Asphalt Milling

29	Subcontractor 2 - % of Work <input type="text" value="1%"/>
30	Subcontractor 3 - Name <input type="text" value="Reliable Concrete Cutting"/>
31	Subcontractor 3 - Type of Work <input type="text" value="Saw & Seal"/>
32	Subcontractor 3 - % of Work <input type="text" value="1%"/>
33	Subcontractor 4 - Name <input type="text" value="Cross Roads"/>
34	Subcontractor 4 - Type of Work <input type="text" value="Traffic Control"/>
35	Subcontractor 4 - % of Work <input type="text" value="1%"/>
36	Subcontractor 5 - Name <input type="text" value="Alliance Trucking"/>
37	Subcontractor 5 - Type of Work <input type="text" value="Trucking"/>
38	Subcontractor 5 - % of Work <input type="text" value="1%"/>
39	Supplier 1 - Name Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required. <input type="text" value="Martin Marietta"/>
40	Supplier 1 - Type of Material/Equipment <input type="text" value="Cement Slurry/Aggregate"/>
41	Supplier 2 - Name <input type="text" value="Fabco"/>
42	Supplier 2 - Type of Material/Equipment <input type="text" value="Rebar & Concrete Accessories"/>
43	Supplier 3 - Name <input type="text" value="SRM"/>

4 4	Supplier 3 - Type of Material/Equipment
	Ready Mix Concrete
4 5	Supplier 4 - Name
	Old Castle
4 6	Supplier 4 - Type of Material/Equipment
	Storm Structure
4 7	Supplier 5 - Name
	Reynolds Asphalt
4 8	Supplier 5 - Type of Material/Equipment
	Asphalt Material
4 9	Project Timeline: Substantial Completion
	Provide number of days to reach substantial completion of all construction
	90
5 0	Project Timeline: Final Completion
	Provide number of days to reach final completion of all construction
	120

Bid Lines

1	6 in Reinforced Concrete Pavement (24 ft)	Quantity: <u>6250</u> UOM: <u>SY</u>	Unit Price: <u>\$65.00</u>	Total: <u>\$406,250.00</u>
2	5 in Reinforced Driveways	Quantity: <u>280</u> UOM: <u>SY</u>	Unit Price: <u>\$100.00</u>	Total: <u>\$28,000.00</u>
3	Roadway Excavation	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <u>\$67,600.00</u>	Total: <u>\$67,600.00</u>
4	Prepare and Implement Storm Water Prevention Plan (SWPPP)	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <u>\$4,000.00</u>	Total: <u>\$4,000.00</u>
5	Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <u>\$6,000.00</u>	Total: <u>\$6,000.00</u>
6	Sod (15 ft on north, 15 ft on south)	Quantity: <u>6400</u> UOM: <u>SY</u>	Unit Price: <u>\$5.00</u>	Total: <u>\$32,000.00</u>
7	Cement Slurry (50 lb/sy)	Quantity: <u>175</u> UOM: <u>TN</u>	Unit Price: <u>\$348.00</u>	Total: <u>\$60,900.00</u>

8	6 in Cement Treated Subgrade	Quantity: <u>7000</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$35,000.00"/>
9	Culverts 16 inch Installed Complete	Quantity: <u>90</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$120.00"/>	Total: <input type="text" value="\$10,800.00"/>
10	Culverts 18 inch Installed Complete	Quantity: <u>20</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$140.00"/>	Total: <input type="text" value="\$2,800.00"/>
11	Culverts 12 inch Installed complete	Quantity: <u>20</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$2,000.00"/>
12	Headwall (All Sizes) Installed Complete	Quantity: <u>16</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$40,000.00"/>
13	Grade Ditches	Quantity: <u>4640</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$23,200.00"/>
14	Remove Existing Pavement	Quantity: <u>5670</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$34,020.00"/>
15	5 in Asphalt Pavement	Quantity: <u>50</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$70.00"/>	Total: <input type="text" value="\$3,500.00"/>
16	6 in Intersection Concrete Paving	Quantity: <u>260</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$65.00"/>	Total: <input type="text" value="\$16,900.00"/>
17	Culverts 24 Inch	Quantity: <u>60</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$220.00"/>	Total: <input type="text" value="\$13,200.00"/>

Response Total: \$786,170.00

BID BOND

DDM Construction Corp.
4006 Belt Line Road, Suite 230
Addison, TX 75001
www.ddmcc.net

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DDM Construction Corporation whose address is 4006 Beltline Rd., Ste. 230, Addison, Texas 75001 hereinafter called Principal, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Illinois, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ 5% GAB as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin 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. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

**BID NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT DRIVE: HAYS ROAD TO BETTS DRIVE**

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas 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 and shall be deemed an original, this, the 26th day of April, 2022.

ATTEST:

By: *Victoria Osornio*
 Signature
Victoria Osornio
 Typed/Printed Name
Witness
 Title
4006 BeltLine Rd. Suite 230
 Address
Addison, Texas 75001
 City State Zip
(940)-217-5751 (940) 296-7993
 Phone Fax

ATTEST:

By: *Linda S. Nichols*
 Signature
Linda Nichols
 Printed Name
Witness
 Title
941 West Ralph Hall Pkwy
 Address
Rockwall, TX 75032
 City State Zip
972-771-3861
 Phone Fax

PRINCIPAL:

DDM Construction Corporation
 Company Name
 By: *Zachery Markwardt*
 Signature
Zachery Markwardt
 Typed/Printed Name
President
 Title
4006 Beltline Road, Suite 230
 Address
Addison, TX 75001
 City State Zip
(972)420-8470
 Phone Fax



SURETY:

Continental Casualty Company

By: *Cindy Rodriguez*
 Signature
Cindy Rodriguez
 Printed Name
Attorney-in-Fact
 Title
941 West Ralph Hall Pkwy
 Address
Rockwall, TX 75032
 City State Zip
972-772-1019
 Phone Fax



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

NAME: Preston Allen
 STREET ADDRESS: 4413 Lake Haven Dr.
 CITY, STATE, ZIP: Rowlett, Tx 75088

NOTE: If Resident Agent is not a corporation, give a person's name.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James W Leeker, William P Rutherford, Linda S Nichols, Reginald Ray Allen, Cindy Rodriguez, Individually

of Rockwall, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of July, 2021.



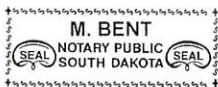
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26 day of April, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “