

**TOWN OF PROSPER  
CONTRACT FOR SERVICES (PRIMARY VENDOR)  
BID NO. 2024-26-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **Wopac Construction, Inc.**, ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete Repair Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one year (1) from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"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 Contract 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.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper  
Attn: Jay Carter, Purchasing Manager  
P.O. Box 307  
Prosper, TX 75078  
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Wopac Construction, Inc.  
Adam Leach  
PO Box 819  
Prosper, TX 75078  
[adamleachwopac@aol.com](mailto:adamleachwopac@aol.com)

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

- 28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
- 30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

**AGREED TO BY:**

**WOPAC CONSTRUCTION, INC.**

By:   
Adam Leach  
President

Date: 9-11-24

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Mario Canizares  
Town Manager

Date: \_\_\_\_\_



**2024-26-A**

**Miscellaneous Concrete Repair Services**

Issue Date: 8/11/2024

Questions Deadline: 8/22/2024 12:00 PM (CT)

Response Deadline: 8/29/2024 02:00 PM (CT)

**Contact Information**

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: [jcarter@prospertx.gov](mailto:jcarter@prospertx.gov)

## Event Information

Number: 2024-26-A  
Title: Miscellaneous Concrete Repair Services  
Type: Request for Bids  
Issue Date: 8/11/2024  
Question Deadline: 8/22/2024 12:00 PM (CT)  
Response Deadline: 8/29/2024 02:00 PM (CT)  
Notes:

The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is \$600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through lonwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Join the meeting now](#)

Meeting ID: 288 926 938 820

Passcode: NZYpXD

## Ship To Information

Contact: Jay Carter, Purchasing Manager  
Address: Purchasing Office  
Town Hall  
3rd Floor  
250 W. First St.  
P.O. Box 307  
Prosper, TX 75078  
Phone: (972) 569-1018  
Email: [jcarter@prospertx.gov](mailto: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](mailto:ap@prospertx.gov)

## Bid Attachments

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

Insurance Requirements for Construction Services

Download

### Standard Terms and Conditions for Procurements V 9-11-23.pdf

Standard Terms and Conditions for Procurements V 9-11-23

Download

### References Worksheet - fillable.pdf

References Worksheet

Download

### Conflict of Interest Questionnaire 1-1-2021.pdf

Conflict of Interest Questionnaire 1-1-2021

Download

### 2024-26-A Bid Specifications.pdf

2024-26-A Bid Specifications

Download

## Requested Attachments

### References Worksheet

*(Attachment required)*

### Proof of Insurance Coverage

*(Attachment required)*

Per Section III of the specifications

## Bid Attributes

### 1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

I Agree

*(Required: Check if applicable)*

### 2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

I Agree

*(Required: Check if applicable)*

### 3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

I Agree

*(Optional: Check if applicable)*

### 4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

I Agree

*(Optional: Check if applicable)*



**5 Addendum No. 3**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree

(Optional: Check if applicable)

**Bid Lines**

**1** Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 1200 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2** Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 400 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3** Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 500 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**4** Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 800 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**5** Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)  
*(Response required)*

Quantity: 300 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**6** Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI  
*(Response required)*

Quantity: 100 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**7** Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI  
*(Response required)*

Quantity: 100 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**8** Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI  
*(Response required)*

Quantity: 100 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**9** Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR  
*(Response required)*

Quantity: 800 UOM: CY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**10** Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)  
*(Response required)*

Quantity: 600 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**11** Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)  
*(Response required)*

Quantity: 250 UOM: SY Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**12** Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED  
*(Response required)*

Quantity: 1 UOM: LS Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**13** Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)  
*(Response required)*

Quantity: 2 UOM: EA Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**14** Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)  
*(Response required)*

Quantity: 2 UOM: EA Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

<b>1 5</b>	Furnish, install and maintain sod grass <i>(Response required)</i>		
	Quantity: <u>350</u> UOM: <u>SY</u>	Unit Price: \$	Total: \$
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

<b>1 6</b>	Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI) <i>(Response required)</i>		
	Quantity: <u>100</u> UOM: <u>SY</u>	Unit Price: \$	Total: \$
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

<b>1 7</b>	Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative. <i>(Response required)</i>		
	Quantity: <u>250</u> UOM: <u>SY</u>	Unit Price: \$	Total: \$
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

<b>1 8</b>	Furnish, install and remove reinforced concrete barrier free ramps <i>(Response required)</i>		
	Quantity: <u>4</u> UOM: <u>EA</u>	Unit Price: \$	Total: \$
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

<b>1 9</b>	Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE <i>(Response required)</i>		
	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: \$	Total: \$
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

**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*



**2024-26-A Addendum 1  
Wopac Construction Inc.  
Supplier Response**

**Event Information**

Number: 2024-26-A Addendum 1  
Title: Miscellaneous Concrete Repair Services  
Type: Request for Bids  
Issue Date: 8/11/2024  
Deadline: 8/29/2024 02:00 PM (CT)  
Notes: The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is \$600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

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Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Join the meeting now](#)

## Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: [jcarter@prospertx.gov](mailto:jcarter@prospertx.gov)

# Wopac Construction Inc. Information

Contact: Adam Leach  
Address: P.O. Box 819  
Prosper, TX 75078  
Phone: (972) 562-8316  
Fax: (903) 433-2123  
Email: adamleachwopac@aol.com  
Web Address: wopacconst.com

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

Adam Leach

Signature

Submitted at 8/28/2024 10:17:42 AM (CT)

adamleachwopac@aol.com

Email

## Requested Attachments

### References Worksheet

Reference Work Sheet for Town of Prosper - 2024.pdf

### Proof of Insurance Coverage

Insurance Cert for Town of Prosper 2024.pdf

Per Section III of the specifications

## Bid Attributes

### 1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

I Agree

### 2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

I Agree

### 3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

I Agree

### 4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

I Agree



**5 Addendum No. 3**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree

**Bid Lines**

<b>1</b>	Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL	Quantity: <u>1200</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$35.00"/>	Total: <input type="text" value="\$42,000.00"/>
<b>2</b>	Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL	Quantity: <u>400</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$38.00"/>	Total: <input type="text" value="\$15,200.00"/>
<b>3</b>	Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: <u>500</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$82.00"/>	Total: <input type="text" value="\$41,000.00"/>
<b>4</b>	Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: <u>800</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$95.00"/>	Total: <input type="text" value="\$76,000.00"/>
<b>5</b>	Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: <u>300</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$110.00"/>	Total: <input type="text" value="\$33,000.00"/>
<b>6</b>	Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: <u>100</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$82.00"/>	Total: <input type="text" value="\$8,200.00"/>
<b>7</b>	Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: <u>100</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$104.00"/>	Total: <input type="text" value="\$10,400.00"/>
<b>8</b>	Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: <u>100</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$119.00"/>	Total: <input type="text" value="\$11,900.00"/>
<b>9</b>	Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR	Quantity: <u>800</u> UOM: <u>CY</u>	Unit Price: <input type="text" value="\$55.00"/>	Total: <input type="text" value="\$44,000.00"/>
<b>10</b>	Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)	Quantity: <u>600</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$112.50"/>	Total: <input type="text" value="\$67,500.00"/>

1 1	Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)	Quantity: <u>250</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$81.00"/>	Total: <input type="text" value="\$20,250.00"/>
1 2	Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$3,500.00"/>
1 3	Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$5,100.00"/>	Total: <input type="text" value="\$10,200.00"/>
1 4	Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$5,000.00"/>
1 5	Furnish, install and maintain sod grass	Quantity: <u>350</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$4,900.00"/>
1 6	Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)	Quantity: <u>100</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$120.00"/>	Total: <input type="text" value="\$12,000.00"/>
1 7	Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.	Quantity: <u>250</u> UOM: <u>SY</u>	Unit Price: <input type="text" value="\$119.00"/>	Total: <input type="text" value="\$29,750.00"/>
1 8	Furnish, install and remove reinforced concrete barrier free ramps	Quantity: <u>4</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,400.00"/>	Total: <input type="text" value="\$13,600.00"/>
1 9	Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$25,000.00"/>	Total: <input type="text" value="\$25,000.00"/>

**Response Total: \$473,400.00**