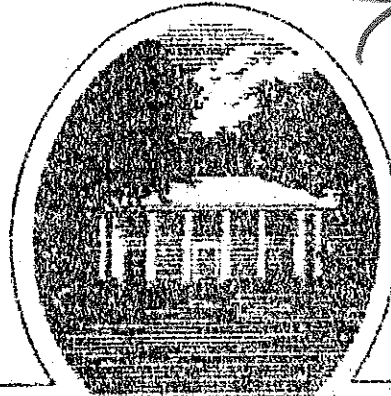


TOWN OF ADDISON

4.27

CONSTRUCTION SPECIFICATIONS AND CONTRACT DOCUMENTS

ADDISON CIRCLE PHASE I PUBLIC INFRASTRUCTURE



→ BID SPECS
FOR BID #1
RESCENDED BY
COUNCIL.

T O W N O F
ADDISON

HUITT-ZOLIARS
ENGINEERING/ARCHITECTURE

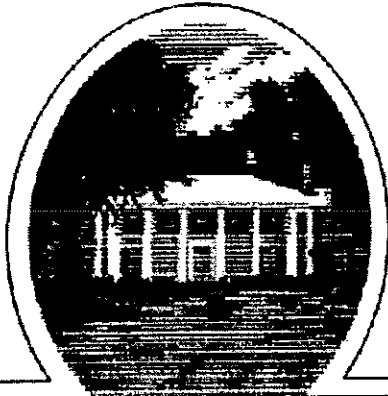
3131 McKinney Avenue, Suite 600 Dallas, Texas 75204
(214) 871-3311

January 4, 1996

BID SET NO. _____

TOWN OF ADDISON
CONSTRUCTION SPECIFICATIONS
AND CONTRACT DOCUMENTS

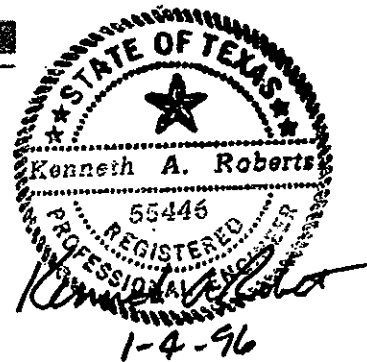
ADDISON CIRCLE
PHASE I
PUBLIC INFRASTRUCTURE



T O W N O F
ADDISON

HUITT-ZOLLARS
ENGINEERING/ARCHITECTURE
3131 McKinney Avenue, Suite 600 Dallas, Texas 75204
(214) 871-3311

January 4, 1996



BID SET NO. _____

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SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB
ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for Paving, Drainage, Wastewater, Water, Streetscape, Electrical Ductbank, and Park Improvements for ADDISON CIRCLE, PHASE I PUBLIC INFRASTRUCTURE for the Town of Addison, Texas, hereinafter called "Town" in accordance with plans, specifications and contract documents prepared by Huitt-Zollars, Inc., will be received at the office of Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until 4:00 p.m. on the 26th day of January, 1996. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words ADDISON CIRCLE PHASE I PUBLIC INFRASTRUCTURE.
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within three (3) business days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured beginning at 9:00 A.M. Monday, January 8, 1996 from Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas for the non-refundable sum of \$25.00 per set.
5. The right is reserved by the Mayor and the Town Council as the interest of the Town may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety. The performance and payment bonds shall name the Town of Addison and Gaylord Properties, Inc. (Gaylord), 10111 North Central Expressway, Dallas, Texas 75231, (214)739-9999 and Columbus Realty Trust (Columbus), 15851 North Dallas Parkway, Suite 855, Dallas, Texas 75248, (214)770-5151 as joint obligees (or such other entities as may be designated at the time a contract is executed).
8. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7090. For information on the work to be performed, call John Baumgartner, City Engineer, (214) 450-2886 or Ken Roberts, Huitt-Zollars, Inc., (214) 871-3311.

9. This project consists of providing paving, sidewalk, water, wastewater, landscape, stormwater, electric ductbank, and other miscellaneous improvements as shown on the plans and in accordance with the specifications.
10. The contract will be assigned to and the construction of the project will be administered by Columbus Realty Trust, and/or Gaylor Properties, their successors and assigns per the Master Facilities Agreement with the Town of Addison.
11. A Pre-Bid Meeting will be held at 2:00 p.m. on January 17, 1996 at the Addison Service Center, 16801 Westgrove Drive, Addison, TX. All bidders are encouraged to attend.

TOWN OF ADDISON, TEXAS

SECTION IB

INSTRUCTIONS TO BIDDERS

SECTION IB
INSTRUCTIONS TO BIDDERS

- A. **PROJECT:** ADDISON CIRCLE PHASE I PUBLIC INFRASTRUCTURE, in the Town of Addison.
- B. **PROJECT DESCRIPTION:** This project consists of providing paving, sidewalk, water, wastewater, storm drainage, streetscape, electrical ductbank, park, and other miscellaneous improvements as shown on the plans and in accordance with the specifications.
- C. **PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. **DOCUMENTS:** Documents include the Bidding Requirements, General Provisions, Special Provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. **EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. **SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Consultant seven (7) calendar days prior to the established bid date.
- H. **ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be mailed or delivered to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and

supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.

- I. **COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

NOTE: A COMPUTER GENERATED PROPOSAL FORM MAY BE USED IN LIEU OF THE ENCLOSED FORMS. THE FORM SHALL BE 8 1/2" X 11" IN SIZE, AND WILL BE ATTACHED TO THE PROPOSAL IN THE PROPER SECTION, AND WILL BE MADE PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

NOTE: SPREAD SHEET OPTION IS FOR THE CONVENIENCE OF THE BIDDER, NO WORDING IN THE SPREAD SHEET SHALL MODIFY OR AMEND THE WORDING IN THE BID PROPOSAL OR PLANS.

THE UNIT PRICE ON THE FORM SHALL BE THE PRICE OF THE ITEM, AND ERRORS THAT MAY BE PRESENT IN THE PRINTOUT WILL NOT BE RECOGNIZED AS AN OPPORTUNITY TO REVISE THE PROPOSAL. THE SUMMARY SHEET INCLUDED IN THIS BID DOCUMENT SHALL BE UTILIZED FOR SUMMARIZING THE BID.

THE SPREAD SHEET SHALL PRESENT EACH ITEM IN THE ORDER AND NUMBER AS SHOWN IN THE CITY'S PROPOSAL AND BID SCHEDULE FOR THIS PROJECT. THE SPREAD SHEET SHALL BE IN A COLUMN FORMAT WITH THE FOLLOWING COLUMNS:

1. ITEM NUMBER
2. QUANTITY
3. UNIT OF MEASURE
4. DESCRIPTION
5. UNIT PRICE
6. EXTENDED AMOUNT

- K. **SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.
- L. **MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. **DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. **SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant. The bidder will be required to establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
- O. **AWARD:** The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities.

The Consultant, in making his recommendation, will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.

Award will be made on the basis of the "Base Bid". Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by NCTCOG, Item 1.37 "Changes or Modification of Contract".

P. **EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within three (3) business days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond. In conjunction and simultaneous with the construction of Addison Circle Phase I Public Infrastructure, Gaylord Properties, Inc. and Columbus Realty Trust will be constructing certain private improvements upon that portion of the Property included with the applicable phase or sub-phase. Therefore, upon the award and execution of the construction contract between the Town of Addison and the contractor and in order to coordinate the construction of the public and private facilities, the Town of Addison shall assign all of its rights, powers, duties and obligations under the construction contract to Gaylord and Columbus. Gaylord and Columbus shall thereafter act and serve as the owner and construction manager under the contract for all purposes, including inspection, material testing, staking, supervision and coordination of all construction work. The contractor shall look solely to Gaylord and Columbus concerning any claim under the contract.

Q. **CONSTRUCTION SCHEDULE:** It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within five (5) calendar days of the issuance of the Notice to Proceed.

In no instance shall the number of calendar days for completion of the work for paving, drainage, water, wastewater, electrical ductbank, and park improvements measured from the proposed date of beginning exceed 450 calendar days. The remaining work for sidewalks and streetscape around each apartment building shall be coordinated with Gaylord / Columbus and completed by the time each building is to be occupied.

R. **LIQUIDATED DAMAGES:** The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, or as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule shall be deducted from the monies due the Contractor:

\$500 per Calendar Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amounts are agreed to be the amounts of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall immediately pay any additional amounts due. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified, the Contractor may make a written request for an extension of time in accordance with the General Provisions.

- S. **FORM OF CONTRACT:** The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.
- T. **BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. The performance and payment bonds shall name the Town of Addison and Gaylord Properties, Inc. and Columbus Realty Trust as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections. (A separate entity may be established by Gaylord and Columbus for the purpose of this project. Contractor shall confirm the legal names of obligees prior to execution of Bonds.)
- U. **BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- V. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Owner. Benchmarks and Horizontal Control are shown on the plans. The Owner will provide initial horizontal and vertical control, one time only, for this project through his Engineer. Construction control will consist of setting the intersection points, P.C.'s, P.I.'s, and P.T.'s along the proposed street centerlines. Restaking of horizontal and vertical control lost during construction is not included as a part of this contract agreement. There is no separate bid item for additional staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 2. A Consent of Surety Company to Final Payment.
 3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
 4. A two(2) year Maintenance Bond in accordance with Section MB.

END OF SECTION IB

SECTION PF
PROPOSAL FORM

BID FORM

_____, 19__

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: _____

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

General Notes and Supplemental Specifications For Bidding

THE FOLLOWING NOTES PROVIDE ADDITIONAL CLARIFICATION OF CERTAIN BID ITEMS SUPPLEMENTAL TO THE PLANS AND TECHNICAL SPECIFICATIONS.

General

All excess trench spoil from storm sewer and other utility installations is to be disposed of offsite (outside the Town of Addison unless otherwise approved by the Director of Public Works) except as indicated below.

All unit prices for storm drains and other utility lines shall include value for required embedment. No separate pay item.

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

Unit prices shall include value for required bonds, insurance, taxes, etc. No separate pay items are provided for these elements.

BID SCHEDULE I

Item No. 101 - Mobilization

This item shall not exceed 3% of the total bid amount.

Item No. 102 - Unclassified Street Excavation

All excess material resulting from the street excavation shall be deposited on the Owner's contiguous property as directed by the Superintendent for the private development project. No spreading, compaction or processing will be required.

Item No. 108 - Concrete Drop Slab

This item is defined as the recessed pavement area required to accept brick or other enhanced paving materials in streets.

Item No. 116 - Full Depth Sawcut

The quantity indicate for full depth sawcut is only the amount needed to isolate all pavement removal sections at one time. Sequencing of the project may, however, necessitate additional interim sawcuts and removals which will be incidental to the contract.

Item No. 117 - Special Paving Enhancements

This item consists of the specified vehicular bricks A & B laid per the patterns in the plans. Note that many dimensions are noted in increments of brick (or "wythe").

BID SCHEDULE II

General - Review printed specifications carefully for requirements of planting, irrigation, site furnishings, and other streetscape elements.

Item No. 214 - Hanging Lights in Mews

This item includes all elements for a complete lighting system, except wiring and rigid conduit on building walls.

BID SCHEDULE III

Item No. 340 - Unclassified Channel Excavation &

Item No. 341 - Rock Channel Excavation

Excavation including rock from the major temporary outfall channel is to be placed beside the channel for future use as indicated on the plans. No haul-off is required.

BID SCHEDULE V

Item No. 514 - 1-1/2 Inch Water Service

Item No. 515 - 2 Inch Water Service

Item No. 516 - 6 Inch Water Service

All water services include the tap, copper line to the meter box or vault location, corporation stop, angle stop, and appurtenances.

BID SCHEDULE VIII

General

These items are separated from other items for accounting purposes only. Unit prices should be established as if the work is combined with items in Bid Schedule II.

Refer to notes for similar or identical items as described in Schedule II.

BID SCHEDULE I
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

PAVING IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
101	1	L.S.	Mobilization Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
102	9,447	C.Y.	Unclassified street excavation including hauling and disposal, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
103	4,163	S.Y.	Remove and dispose of existing concrete pavement, including curb Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
104	1,392	S.Y.	Remove and dispose of existing concrete sidewalk, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
105	15,115	S.Y.	Furnish, place and compact 6" thick lime stabilized subgrade Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
106	272.2	TON	Furnish and place hydrated lime (36 lbs/sy) Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
107	12,285	S.Y.	Furnish and place 8" thick 650 PSI Flex @ 28 days reinforced concrete pavement Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
108	3,415	S.Y.	Furnish and place 8" thick 650 PSI Flex @ 28 days reinforced concrete drop slab (street), Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
109	16,712	S.F.	Furnish and place 4" thick 3000 PSI @ 28 days reinforced concrete sidewalk, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
110	57,195	S.F.	Furnish and install 4" thick 3000 PSI compressive @ 28 days reinforced concrete subbase (sidewalk), Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
111	1,906	S.F.	Furnish and install 6" thick 3000 PSI compressive @ 28 days reinforced concrete subbase (sidewalk), Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
112	69	S.Y.	Furnish and install 8" thick 650 PSI Flex @ 28 days reinforced concrete drive pavement Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
113	89	S.Y.	Furnish and install 6" thick 650 PSI Flex @ 28 days reinforced concrete drive pavement Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
114	5,630	L.F.	Furnish and place 6" thick 650 PSI Flex @ 28 days integral concrete curb, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
115	99	L.F.	Furnish and install reinforced concrete street header Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
116	1,116	L.F.	Full depth sawcut existing concrete Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
117	26,593	S.F.	Furnish and install special paving enhancements, (street) Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
118	60	EA.	Furnish and install street bollard, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
119	54	L.F.	Furnish and install 4" wide Thermoplastic lane stripe Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
120	110	EA.	Furnish and place 4" non-reflective button, Type W, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
121	208	EA.	Furnish and place 4" reflective button, Type I-W-C Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
122	20	EA.	Furnish and place 4" reflective button, Type II-Y-Y Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
123	70	L.F.	Furnish and install 24" wide Thermoplastic Stop Line, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
124	70	L.F.	Furnish and install 24" wide Thermoplastic Yield Line, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
125	88	EA.	Furnish and install street & traffic control signs Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
126	49	EA.	Furnish and install Unistrut Telespar street sign post, foundation, mounting hardware and appurtenances Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
127	75	L.F.	Furnish and install street barricade Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
128	15	MO.	Furnish, place and maintain barricading, signing and traffic control, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
129	200	L.F.	Furnish and install 8' tall black vinyl coated chain link fence and appurtenances, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		

BID SCHEDULE I
TOWN OF ADDISON, TEXAS
ADDISON CIRCLE PHASE I
RIGHT TURN LANE/MEDIAN IMPROVEMENTS
BELT LINE ROAD

TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 101 THROUGH 129 INCLUSIVE

\$ _____

_____ Dollars
Cents

TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 101 THROUGH 129, INCLUSIVE

\$ _____

_____ Dollars
Cents

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 101 THROUGH 129, INCLUSIVE

\$ _____

_____ Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE II
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

STREETSCAPE IMPROVEMENTS

what type?

where on plan →

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
201	58,797	S.F.	Furnish and install brick paver (sidewalk), Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
202	4,056	L.F.	Furnish and install 1" PVC Sch 40 tree lighting conduit, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
203	3,856	L.F.	Furnish and install 2" PVC Sch 40 street light conduit, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
204	20	EA.	Furnish and install street light pull box, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
205	282	L.F.	Furnish and install 2" PVC Sch 40 sleeve, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
206	510	L.F.	Furnish and install 3" PVC Sch 40 sleeve, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
207	1,613	L.F.	Furnish and install 4" PVC Sch 40 sleeve, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
208	827	L.F.	Furnish and install 6" PVC Sch 40 sleeve, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
209	1	L.S.	Furnish and install complete irrigation system, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
210	177	EA.	Furnish and install tree fence, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
211	28	EA.	Furnish and install standard tree grate, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

See Notes

See grate on plan →

ITEM NO	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
212	66	EA.	Furnish and install street light foundation, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
213	66	EA.	Furnish and install antique street light Texan Style pole, TUE designation 17 MFND with single head luminaire, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
214	9	EA.	Furnish and install hanging light system (mews), including cable hardware, and appurtenances, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
215	2	EA.	Furnish and install hanging light pole on park wall, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
216	4	EA.	Furnish and install temporary pole for hanging lights, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
217	6,363	L.F.	Furnish and install 4" PVC Sch 40 perforated subdrain system, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

Delete ✓

ITEM NO	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
218	11	EA.	Furnish and install Bench A, custom 5' dbl. std. black bowery bench, Canterbury Int'l., Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
219	16	EA.	Furnish and install Bench B, 5' std. black bowery bench CDBB-805-60-F, Canterbury Int'l., Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
220	13	EA.	Furnish and install Bench C, 6' glossy black (3 supports) expo bench, Robinson Iron, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
221	8	EA.	Furnish and install bowery trash receptacle A, with lid and metal liner, std. blk. Canterbury Int'l., Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
222	3	EA.	Furnish and install trash receptacle B, ultrum expanded metal pole mount #2015, blk. powder coat finish, Gametime rep. Resource Consulting Services, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
223	4	EA.	<p>Furnish and install trash receptacle C, ultrum expanded metal pole mount, 20" ht., 9" dia., blk. powder coat finish, Gametime rep. Resource Consulting Services,</p> <p>Complete in Place, for the Sum of</p> <p>_____</p> <p>_____</p> <p>Dollars and _____</p> <p>Cents per unit.</p>		
224	15	EA.	<p>Furnish and install bike rack, model BR2-3 (imbedded), blk. powder coat finish, Function First Bike Security,</p> <p>Complete in Place, for the Sum of</p> <p>_____</p> <p>_____</p> <p>Dollars and _____</p> <p>Cents per unit.</p>		
225	2	EA.	<p>Furnish and install metro drinking fountain, dbl. arm, cast iron, w/std. blk. finish, solid bowls w/ a patina finish, for permanent anchoring, Canterbury Int'l.,</p> <p>Complete in Place, for the Sum of</p> <p>_____</p> <p>_____</p> <p>Dollars and _____</p> <p>Cents per unit.</p>		
226	10	EA.	<p>Furnish and install garden planter style 006, sandstone color, textured finish, The Brookfield Co.,</p> <p>Complete in Place, for the Sum of</p> <p>_____</p> <p>_____</p> <p>Dollars and _____</p> <p>Cents per unit.</p>		
227	119	EA.	<p>Furnish and install Red Oak, 200 gal., container grown, 14'-16' ht., 6' spread, full,</p> <p>Complete in Place, for the Sum of</p> <p>_____</p> <p>_____</p> <p>Dollars and _____</p> <p>Cents per unit.</p>		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
228	63	EA.	Furnish and install Live Oak, 4" cal., 14'-16' ht., 6' spread, full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
229	23	EA.	Furnish and install Chanticleer Pear, 4" cal., 14'-16' ht., 6' spread, full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
230	4,110	EA.	Furnish and install Dwf. Yaupon Holly, 1 gal., Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
231	18	EA.	Furnish and install New Mexico Agave, 1 gal., full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
232	34	EA.	Furnish and install Autumn Aster, 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
233	276	EA.	Furnish and install Shasta Daisy 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
234	84	EA.	Furnish and install Daylily 'Red Rum' 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
235	136	EA.	Furnish and install Daylily 'Stella de Oro' 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
236	125	EA.	Furnish and install Daylily mixed 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
237	32	EA.	Furnish and install Red Yucca 1 gal. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
238	532	EA.	Furnish and install Bearded Iris Purple No. 1 bulb, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
239	438	EA.	Furnish and install Bearded Iris Yellow No. 1 bulb, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
240	68	EA.	Furnish and install Bearded Iris White No. 1 bulb, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
241	24	EA.	Furnish and install Jap. Iris Blue No. 1 bulb, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
242	192	EA.	Furnish and install Spidery Lily 4" cont. full, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
243	389	EA.	Furnish and install Daffodil mixed No. 1 bulb, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
244	357	EA.	Furnish and install Daffodil 'Feb. Gold' No. 1 bulb, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
245	157	EA.	Furnish and install Daffodil 'Peeping Tom' No. 1 bulb, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
246	65	EA.	Furnish and install Thrift 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
247	34	EA.	Furnish and install Adams Needle 'Starburst' 1 ga. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
248	65	EA.	Furnish and install Purple Heart 4" cont. full, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
249	10,800	S.F.	Furnish and install Bermuda solid sod Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
250	34,500	S.F.	Furnish and install Weeping Love grass Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

BID SCHEDULE II
ADDISON CIRCLE PHASE I
TOWN OF ADDISON, TEXAS
STREETSCAPE IMPROVEMENTS

**TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 201 THROUGH 250 INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 201 THROUGH 250, INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 201 THROUGH 250, INCLUSIVE**

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE III
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

STORM WATER IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
301	785	L.F.	Furnish and install 18" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
302	541	L.F.	Furnish and install 21" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
303	188	L.F.	Furnish and install 24" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
304	109	L.F.	Furnish and install 27" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
305	112	L.F.	Furnish and install 30" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
306	251	L.F.	Furnish and install 33" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
307	437	L.F.	Furnish and install 36" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
308	191	L.F.	Furnish and install 39" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
309	357	L.F.	Furnish and install 42" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
310	351	L.F.	Furnish and install 45" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
311	267	L.F.	Furnish and install 60" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
312	248	L.F.	Furnish and install 66" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
313	116	L.F.	Furnish and install 72" class III reinforced concrete pipe (RCP), including embedment, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
314	10	EA.	Remove and dispose of existing curb inlet, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
315	5	EA.	Furnish and install 6' recessed curb inlet with recessed top for brick, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
316	3	EA.	Furnish and install 8' recessed curb inlet with recessed top for brick, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
317	1	EA.	Furnish and install 8' recessed curb inlet (extra depth) with recessed top for brick, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
318	2	EA.	Furnish and install 10' recessed curb inlet with recessed top for brick, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
319	1	EA.	Furnish and install 10' recessed curb inlet, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
320	2	EA.	Furnish and install 10' recessed curb inlet (extra depth), Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
321	1	EA.	Furnish and install 12' recessed curb inlet with recessed top for brick, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
322	1	EA.	Furnish and install 14' standard curb inlet, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
323	1	EA.	Furnish and install 4' grate inlet, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
324	1	EA.	Furnish and install 6' grate inlet, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
325	2	EA.	Furnish and install 3 grate combination curb inlet, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
326	4	EA.	Furnish and install 5'x5' standard 'Y' inlet including concrete apron, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO	ESTIM. QTY	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
327	1,048	L.F.	Remove existing reinforced concrete pipe (RCP), including hauling, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
328	3	EA.	Furnish and install Type 'A' storm water manhole, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
329	1	EA.	Furnish and install modified Type 'A' storm water manhole, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
330	4	EA.	Furnish and install Type 'B' storm water manhole, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
331	33	EA.	Furnish and install RCP 60° factory wye connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
332	1	EA.	Furnish and install RCP 45° factory wye connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
333	2	EA.	Furnish and install RCP 60° factory bend connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
334	2	EA.	Furnish and install RCP 45° factory bend connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
335	3	EA.	Furnish and install RCP 30° factory bend connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
336	7	EA.	Furnish and install pipe to pipe connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
337	1	EA.	Construct pipe to inlet connection, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
338	22	EA.	Furnish and install precast concrete plug for RCP, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
339	7,175	C.Y.	Unclassified channel excavation, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
340	4,511	C.Y.	Rock channel excavation, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
341	1	L.S.	Remove and dispose of existing headwalls (2-48") and concrete rip rap, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
342	238	C.Y.	Furnish and place 2' thick stone rip rap, TxDOT Item 432 Type R, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
343	1,686	S.Y.	Furnish and install hydromulch, Top Gun Buffalo seed, fertilizer, and water, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
344	1,686	S.Y.	Furnish and install fiber netting, North American Green S150BN, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
345	23	EA.	Furnish and install, maintain, and remove inlet protection for erosion control, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
346	7,735	L.F.	Furnish and install, maintain, and remove silt fence for erosion control, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
347	200	L.F.	Furnish and install, maintain, and remove straw bale dike check dam, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
348	10	C.Y.	Furnish and install, maintain and remove rock berm, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
349	333	S.Y.	Furnish and install, maintain and remove stabilized construction entrance, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
350	3,953	L.F.	Perform T.V. inspection, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
351	1	L.S.	Furnish trench safety design for all utilities, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
352	3,953	L.F.	Furnish and install trench safety for construction, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

BID SCHEDULE III
ADDISON CIRCLE PHASE I
TOWN OF ADDISON, TEXAS
STORM WATER IMPROVEMENTS

**TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 301 THROUGH 352 INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 301 THROUGH 352, INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 301 THROUGH 352, INCLUSIVE**

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE IV
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

WASTEWATER IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
401	40	L.F.	Furnish and install 8" SDR26 PVC wastewater line, including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
402	1,566	L.F.	Furnish and install 8" SDR35 PVC wastewater line, including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
403	357	L.F.	Furnish and install 10" SDR35 PVC wastewater line, including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
404	1,564	L.F.	Furnish and install 12" SDR26 PVC wastewater line, including embedment, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
506	248	L.F.	Furnish and install 24" dia. P-303 CL 150 RCCP water line, including embedment Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
507	200	L.F.	Abandon in place and fill existing 24" dia. RCCP water line, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
508	12	EA.	Furnish and install 6" dia. resilient seat gate valve/box, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
509	11	EA.	Furnish and install 8" dia. resilient seat gate valve/box, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
510	1	EA.	Furnish and install 12" dia. resilient seat gate valve/box, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
511	9	EA.	Furnish and install fire hydrant, including lead, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
512	4	EA.	Remove, salvage and deliver to Town existing fire hydrant, Complete, for the Sum of _____ _____ Dollars and Cents per unit.		
513	3	EA.	Connect to existing water main (all sizes), Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
514	2	EA.	Furnish and install 1-1/2" water service line, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
515	19	EA.	Furnish and install 2" water service line, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
516	3	EA.	Furnish and install 6" water service line, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
517	1	EA.	Furnish and install 20"x8" tapping sleeve valve/box, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
518	1	EA.	Furnish and install 20"x12" tapping sleeve valve/box, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
519	80	L.F.	Furnish and install 2000 PSI concrete encasement, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
520	7	EA.	Adjust existing water valve stack/cover, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
521	2,494.5	L.F.	Furnish and install trench safety for construction, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		
522	1	L.S.	Perform water test, Complete, for the Sum of _____ _____ Dollars and Cents per unit.		
523	1	L.S.	Fill and cap existing water well in Bosque Park per TNRCC regulation, Complete in Place, for the Sum of _____ _____ Dollars and Cents per unit.		

BID SCHEDULE V
ADDISON CIRCLE PHASE I
TOWN OF ADDISON, TEXAS
WATER IMPROVEMENTS

**TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 501 THROUGH 523 INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 501 THROUGH 523, INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 501 THROUGH 523, INCLUSIVE**

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE VI
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

BOSQUE PARK IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
601	37,500	S.F.	Perform clearing, pruning and grading, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
602	13	EA.	Relocate existing tree from Quorum median, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		
603	820	L.F.	Construct perimeter wall around Bosque Park, Complete in Place, for the Sum of _____ _____ Dollars and _____ Cents per unit.		

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**BID SCHEDULE VI
ADDISON CIRCLE PHASE I
TOWN OF ADDISON, TEXAS
BOSQUE PARK IMPROVEMENTS**

**TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 601 THROUGH 603 INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 601 THROUGH 603, INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 601 THROUGH 603, INCLUSIVE**

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE VII
ADDISON CIRCLE PHASE I
PUBLIC INFRASTRUCTURE

ELECTRICAL IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
701	3,012	L.F.	<p>Furnish and install 6E6 concrete encased ductbank, 6" dia. Type EB PVC conduit, including spacers, pull strings, tags and appurtenances, and pulling a mandrel through each conduit</p> <p>Complete in Place, for the Sum of _____</p> <p>_____ Dollars and _____ Cents per unit.</p>		
702	383	L.F.	<p>Furnish and install 4E6 concrete encased ductbank, 6" dia. Type EB PVC conduit, including spacers, pull strings, tags and appurtenances, and pulling a mandrel through each conduit</p> <p>Complete in Place, for the Sum of _____</p> <p>_____ Dollars and _____ Cents per unit.</p>		
703	9	EA.	<p>Furnish and install T.U.E. standard 4-way manhole, including frame and cover, copper ground rod, and appurtenances,</p> <p>Complete in Place, for the Sum of _____</p> <p>_____ Dollars and _____ Cents per unit.</p>		
704	1	EA.	<p>Furnish and install T.U.E. standard 2-way manhole, including frame and cover, copper ground rod, and appurtenances,</p> <p>Complete in Place, for the Sum of _____</p> <p>_____ Dollars and _____ Cents per unit.</p>		

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
705	2	EA.	Furnish and install reinforced 5'x5'x6' concrete pad around manhole, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
706	3	EA.	Furnish and install T.U.E. standard precast deep well 25kv switch pad, including hardware and appurtenances, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		
707	12	EA.	Furnish and install 6" dia. Type EB PVC 90° sweep, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> _____ Cents per unit.		

BID SCHEDULE VII
ADDISON CIRCLE PHASE I
TOWN OF ADDISON, TEXAS
ELECTRICAL IMPROVEMENTS

TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 701 THROUGH 707 INCLUSIVE

\$ _____

Dollars
Cents

TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 701 THROUGH 707, INCLUSIVE

\$ _____

Dollars
Cents

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 701 THROUGH 707, INCLUSIVE

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE VIII
ADDISON CIRCLE PHASE II
PUBLIC INFRASTRUCTURE

STREETSCAPE IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
801	1	L.S.	Furnish and install irrigation system east side of Quorum Drive only, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
802	41	EA.	Furnish and install Red Oak tree 200 gal. container grown, 14'-16' ht., 6' spread, full, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
803	1,100	L.F.	Furnish and install 4" PVC Sch 40 perforated subdrain system, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
804	5,500	S.F.	Furnish and install hydroseed love grass, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

**BID SCHEDULE VII
ADDISON CIRCLE PHASE II
TOWN OF ADDISON, TEXAS
STREETSCAPE IMPROVEMENTS**

**TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 801 THROUGH 804 INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 801 THROUGH 804, INCLUSIVE**

\$ _____

Dollars
Cents

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 801 THROUGH 804, INCLUSIVE**

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE IX
ADDISON CIRCLE PHASE I ALTERNATES
PUBLIC INFRASTRUCTURE

STREETSCAPE IMPROVEMENTS

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
901	28	EA.	Furnish and install upgraded tree grate, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
902	150	L.F.	Furnish and install ornamental fence along Mildred, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
903	22	EA.	Furnish and install planter pot, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
904	4	EA.	Furnish and install district column, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		
905	1	EA.	Furnish and install double bowl drinking fountain, including plumbing, Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit.		

* ✓

✓

✓

*water meter
drainage?*

water tower

*Power water tower
Restore power driveway
Paid by dev-pots*

ITEM NO.	ESTIM. QTY.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE \$	AMOUNT BID \$
906	2	EA.	Furnish and install single bowl drinking fountain, including plumbing, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> Cents per unit.		
907	1	EA.	Furnish and install Witt Mews wall mounted clock, including electrical, Complete in Place, for the Sum of _____ _____ <u>Dollars and</u> Cents per unit.		

?

BID SCHEDULE IX
ADDISON CIRCLE PHASE I ALTERNATES
TOWN OF ADDISON, TEXAS
STREETSCAPE IMPROVEMENTS

TOTAL AMOUNT BID FOR MATERIALS
BID SCHEDULE I, ITEMS 901 THROUGH 907 INCLUSIVE

\$ _____

Dollars
Cents

TOTAL AMOUNT BID FOR SERVICES,
BID SCHEDULE I, ITEMS 901 THROUGH 907, INCLUSIVE

\$ _____

Dollars
Cents

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES,
BID SCHEDULE I, ITEMS 901 THROUGH 907, INCLUSIVE

\$ _____

Dollars
Cents

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials included, but are not limited to purchased items such as concrete, and roadbase, etc.

Services, which are "not tax exempt", are those which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

BID SCHEDULE SUMMARY
ADDISON CIRCLE PHASE I PUBLIC INFRASTRUCTURE

<u>Bid Schedule & Description</u>	<u>Materials Amount</u>	<u>Services Amount</u>	<u>Amount Materials & Services</u>
I Phase I Paving Improvements	\$ _____	\$ _____	\$ _____
II Phase I Streetscape Improvements	\$ _____	\$ _____	\$ _____
III Phase I Storm Water Improvements	\$ _____	\$ _____	\$ _____
IV Phase I Wastewater Improvements	\$ _____	\$ _____	\$ _____
V Phase I Water Improvements	\$ _____	\$ _____	\$ _____
VI Phase I Bosque Park Improvements	\$ _____	\$ _____	\$ _____
VII Phase I Electrical Improvements	\$ _____	\$ _____	\$ _____
VIII Phase II Streetscape Improvements	\$ _____	\$ _____	\$ _____
TOTAL PROJECT BASE BID	\$ _____	\$ _____	\$ _____
IX Phase I Alternate Streetscape Improvements	\$ _____	\$ _____	\$ _____
TOTAL ALTERNATES	\$ _____	\$ _____	\$ _____
TOTAL BID	\$ _____	\$ _____	\$ _____

If BIDDER is:

An Individual

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)

doing business as _____

Business address: _____

Phone No. _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

SECTION CA
CONTRACT AGREEMENT

SECTION CA
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this ____ day of _____, 19____, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Addison Circle Phase I

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within _____ calendar days after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \$_____ in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____

City Secretary

Party of the Second Part
(CONTRACTOR)

ATTEST:

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ of said corporation; that said _____ (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

SECTION PrB
PERFORMANCE BOND

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: _____

PRINCIPAL: _____

SURETY: _____

PENAL SUM OF BOND (express in words and figures): _____

DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, Gaylord Properties, Inc. and Columbus Realty Trust, hereinafter called the OWNER, in the penal sum of the amount stated above, 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guaranty required under the 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 of said SURETY being hereby waived, then this obligation to be void, otherwise in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

CONTRACTOR

By: _____

Address: _____

WITNESS _____

SEAL

ATTEST:

SURETY

By: _____

Address: _____

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that _____, who signed the said bond on behalf of the PRINCIPAL, is the _____ said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

SECTION PyB
PAYMENT BOND

SECTION PyB
PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: _____

PRINCIPAL: _____

SURETY: _____

PENAL SUM OF BOND (express in words and figures): _____

DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, Gaylord Properties, Inc. and Columbus Realty Trust, hereinafter called the OWNER, in the penal sum of the amount stated above, 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

CONTRACTOR

By: _____

Address: _____

WITNESS _____

SEAL

ATTEST:

SURETY

By: _____

Address: _____

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that _____, who signed the said bond on behalf of the PRINCIPAL, is the _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

SECTION MB
MAINTENANCE BOND

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That _____ as principal and _____
_____, a corporation organized under the laws of _____
and _____ as sureties, said sureties being authorized to do business
in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto
the Town of Addison, a municipal corporation, chartered by virtue of a Special Act of Legislature of
the State of Texas, as Addison, Dallas County, Texas, the sum of

(\$ _____) for the payment of which sum will and truly to be made unto said Town of
Addison and its successors, said principal and sureties do hereby bind themselves, their assigns and
successors, jointly and severally.

This obligation is conditioned, however, that whereas said

has this day entered into a written contract with the said Town of Addison to build and construct the

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; 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 the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the ____ day of _____, 19__.

SURETY

PRINCIPAL

By: _____

By: _____
Attorney in Fact

ATTEST

By: _____
Surety

Secretary

Agency and Address

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

SECTION BP
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION BP
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared _____ who, being
duly sworn, on oath, says that he is a legal representative of _____
(full name of Contractor as in contract)
and that the contract for the construction of the project, designated as

(Project No.)

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and
labor used in connection with the construction of this project have, to the best of my knowledge and
belief, been fully paid.

Signature

Title

Sworn to and subscribed before me this ___ day of _____, 19__.

Notary Public in and for

_____ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

SECTION GP
GENERAL PROVISIONS

GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983), under Part I, "General Provisions," Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.

SECTION SP
SPECIAL PROVISIONS

SECTION SP
SPECIAL PROVISIONS

1. **OWNER**

The Town of Addison, herein referred to as Owner, party of the First Part of these Contract Documents, or as may be otherwise established through assignment of the contract.

2. **ENGINEER**

Huitt-Zollars, Inc., Engineer of the Owner, or other representative as may be authorized by said Owner to act in any particular position.

3. **FORMS, PLANS AND SPECIFICATIONS**

Forms of Proposal, Contract, Bonds and Plans may be obtained from the office of Mr. Clyde Johnson, Purchasing Agent, Finance Building, 5350 Belt Line Road, Addison, Texas.

4. **COPIES OF PLANS FURNISHED**

Ten (10) sets of Plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

5. **PRODUCT RECORD DOCUMENTS**

Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Owner.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.

- d. Details not on original Contract Drawings.
- e. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawings. The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Submittal. At the completion of the project, the Contractor shall deliver record drawings to the Owner. The transmittal letter shall be accompanied, in duplicate, with:

- a. Date, project title and number.
- b. Contractor's name and address.
- c. Title and number of each record document.
- d. Certification that each document as submitted is complete and accurate.
- e. Signature of Contractor or his authorized representative.

6. HORIZONTAL AND VERTICAL SURVEY CONTROL

The Owner will provide, one time only, initial horizontal and vertical survey control for this project through his Engineer. Construction control will consist of setting the intersection points, P.C.'s, P.I.'s, and P.T.'s along the proposed street centerlines. All additional control will be provided by the contractor. Restaking of horizontal and vertical control lost during construction is not included as a part of this contract agreement.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in Work. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Owner harmless therefrom.

8. REFERENCE SPECIFICATIONS

Where reference is made to specifications compiled by others, such are hereby made a part of these Specifications.

9. REVIEW OF WORK

The Owner and his representatives shall have the right to review the Work while such Work is in progress to ascertain that the Work is being accomplished in compliance with the standards and requirements set forth in the Contract Documents. It is also contemplated that similar review will be conducted by governmental inspectors. Notwithstanding such review, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the Owner or governmental agencies will not relieve the Contractor from responsibility for the Work. The Owner reserves the right to place full-time construction observers at the site of the Work.

The Owner and his representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for review.

If the Specifications, the Owner's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Owner timely notice of its readiness for testing, and if the testing is by an authority other than the Owner, of the date fixed for such testing. Tests by the Owner shall be made promptly, and where practicable at the source of supply.

Re-examination of any Work may be ordered by the Owner, and, if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10. INSPECTION

Notwithstanding the foregoing, the Town of Addison reserves the right to inspect, test, measure or verify the construction work on the Addison Circle Phase I Public Infrastructure as the Town deems necessary.

11. SCOPE OF WORK

The Work for this Project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the Plans and Specifications, the proposed improvements for Addison Circle Phase I Public Infrastructure.

12. PROPERTY LINES AND MONUMENTS

All property corners, control monumentations, construction and survey stakes and marks shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor or his employees, such stakes or marks shall be replaced at the Contractor's expense as required by the Owner.

13. DISCREPANCIES

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Owner in writing, and the Owner shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

14. TIME ALLOTTED FOR COMPLETION

All items of Work included under these contracts shall be completed within the time stipulated in the Proposal. The time shall commence on the date specified in the Notice to Proceed. The Notice to Proceed shall consist of a written request by the Owner for the Contractor to proceed with construction of the Project.

15. EXISTING STRUCTURES

The Plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation or extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for extra work shall apply.

16. EXISTING UTILITIES AND SERVICE LINES

The Contractor shall contact all the utility companies which have facilities in the vicinity of the proposed improvements to confirm the horizontal and vertical locations of their respective facilities prior to commencing work. Where a conflict with the proposed improvements is encountered, the Contractor shall notify the Engineer immediately prior to proceeding with the work.

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operation. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. All replacement, backfill and compaction shall be accomplished in strict accordance with the requirements of the owner of the utility or service line.

17. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Owner. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of this contract.

18. LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper execution of the Work.

19. PERMITS AND RIGHTS-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. The Contractor shall obtain a right-of-way permit from the Town of Addison.

20. PRECONSTRUCTION CONFERENCE

The successful Contractor(s) and Owner shall meet at the call of the Owner on this Project. Prior to the meeting, the Contractor(s) shall prepare schedules showing the sequencing and progress of their work and its effect on others. These schedules shall be delivered to the Owner in advance of the meeting for his review. The general nature of the work, materials used, and methods of construction as well as the schedules will be discussed at the meeting. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.

21. ADDENDA

Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than seven (7) calendar days prior to the date set for the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

22. WATER FOR CONSTRUCTION

The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing or flushing. Water required for construction shall be paid for by the Contractor at the Town of Addison prevailing rates. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes.

23. EXCAVATION

The Contractor shall exercise precautions to insure that drainage from adjacent properties is not blocked by his excavations.

24. CONTRACTOR'S BID

The Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown on the Plans and described in the Specifications.

25. OWNER'S STATUS

The Owner shall perform technical review of the Work. He shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

26. OWNER'S DECISIONS

The Owner shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

27. LANDS FOR WORK

The Owner shall provide as indicated on the Plans for this Project, the lands upon which the Work under this Contract is to be done, right-of-way for access to same, and such other lands which are designated on the Plans or in the Specifications for the use of the Contractor. Such lands and rights-of-way shall be adequate for the performance of the Contract. Should the Contractor be delayed as the result of lack of access, this shall be cause for an extension of time but not for additional cost.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities.

28. CLEANING UP

The Contractor shall remove at his own expense all temporary structures, rubbish and waste materials resulting from his operations. These requirements shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

29. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence in this contract. For each calendar day that any Work shall remain uncompleted after the time specified the contract, liquidated damages shall be deducted from the monies due the Contractor in the amount of \$500.00 per day.

30. USE OF EXPLOSIVES

Use of explosives will not be allowed.

31. PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these Plans and Specifications during the life of his contract.

32. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All asphalt, concrete, rock or excavated material, or other debris removed from the site as a preliminary to the construction shall be removed from the property and the Town of Addison. Any required disposal permits shall be the sole responsibility of the Contractor.

33. REMOVALS, ADJUSTMENTS AND REPLACEMENTS

Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be removed to facilitate the construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Owner will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc. which are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the requirement elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use.

All private obstruction which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

34. TOWN OF ADDISON APPROVAL

This project is subject to final approval and acceptance by Town of Addison.

35. TRAFFIC CONTROL

The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the Town of Addison to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. The Contractor shall submit a Traffic Control Plan at least five (5) calendar days prior to commencing work for review and approval by the Town of Addison.

36. CERTIFICATION

The Contractor shall submit a manufacturer's certification that the material was manufactured and tested in accordance with the referenced Specifications and a report of test results. The certification shall be submitted prior to material shipment.

37. FINAL ACCEPTANCE OF WORK

Final acceptance of the Work is subject to final testing and approval of the Work by the Town of Addison. Upon the final acceptance of the completed Work, Gaylord and Columbus shall reassign all of its rights, powers, duties and obligations retained under the construction contract from the Town of Addison back to the Town of Addison. The Town of Addison shall thereafter act and serve as the owner of the completed Work.

38. WORK AREA

Contractor shall restrict his construction activity to the project site.

39. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.

40. PAY ITEMS

Pay items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

Gaylord and Columbus shall review all invoices and/or pay requests received from the contractor and forward the same to the Town of Addison for payment with such supporting documentation as the Town may require. All payments for work performed under the construction contract shall be made by the Town to Gaylord and Columbus for forwarding to the construction contractor. The Town shall not make a payment under any such invoice or pay request unless Gaylord and Columbus has provided to the Town an approval regarding the invoice or pay request and Gaylord and Columbus has reviewed and approved the same. All change orders shall be processed and approved in accordance with the Town of Addison's procedure for the review and approval thereof.

Final payment to the construction contractor shall not be made until all Improvements have been finally completed (as verified by Gaylord and Columbus and the Town of Addison) in accordance with the construction contract, plans and specifications and have been accepted by the Town of Addison.

41. SAMPLES AND TESTS OF MATERIALS

Modify the General Provisions, Section GP 5.16, Samples and Tests of Materials.

"The Contractor shall designate and pay a recognized testing laboratory to perform all testing and concrete design for this project. Such designation shall be subject to the approval of the Owner. All testing services that the Contractor is required to provide will not be paid for separately, but shall be considered subsidiary to other items of work.

"All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983) as amended or supplemented."

All concrete mix designs and supporting data shall be submitted to the Owner for approval and accepted at least ten (10) days prior to placing concrete.

42. CONSTRUCTION STAKING

Construction staking will not be provided by the Owner or Engineer.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

"Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work."

44. COMPLIANCE WITH IMMIGRATION LAWS

"Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986."

45. RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

46. GENERAL SEQUENCE OF CONSTRUCTION

The sequence of construction shown in the plans is for preparation and comparison of bids only. Prior to the start of work, the contractor shall develop a detailed construction schedule and sequence of construction, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction two lanes of traffic (one in each direction) and access to all side streets and driveways must be maintained at all times unless otherwise authorized in writing by the Town of Addison.

Barricades, temporary pavement markings, and channelizing devices conforming to the current edition of the Texas M.U.T.C.D. shall be used during all stages of construction to control traffic flow through the work zones. Sidewalks and/or clear passage ways must be provided at all times for pedestrian traffic in the area.

The detouring and rerouting of traffic on Quorum Drive shall maintain the current traffic flow across the DART Railroad, at the southern boundary of the project, to ensure that the existing mast arms and signals stop traffic when a train is approaching the crossing and across Airport Parkway.

Erosion control devices must be properly installed and maintained during all stages of construction.

48. SPECIAL CONSTRUCTION SEQUENCING

Addison Circle Phase I is located in an area that hosts several special events throughout the year. These events will continue to be held during the construction and certain provisions must be made to accommodate them. The dates, durations and operating hours of events vary from year to year and it is therefore not possible to specify all restrictions prior to execution of the construction contract. The following information should, however, aid the Contractor in evaluating the impact of such events on his schedule.

The major events and scheduled dates for 1996 are as follows:

- a. Taste of Addison: Sat. & Sun., May 18-19
- b. Addison's Kaboom Town: Wed., July 3
- c. Addison's Oktoberfest: Thur.-Sun., September 19-22
- d. Run for the Children: Sat., September 21

Most events occur along Mildred Street between Addison Road and Quorum Drive, occupying areas several hundred feet north and south of the roadway. Events that occur during construction will be designed to operate outside the area of the private development to be built on the north side of Mildred but certain events will function best if the street itself is available. Therefore, it is a requirement of the contract to sequence the work to allow the use of Mildred Street for the "Taste of Addison" and "Addison's Oktoberfest".

Parking for events can occupy much of the vacant property surrounding the project and access is primarily via Quorum Drive. During "Taste of Addison and "Addison's Oktoberfest" the Contractor will be required to maintain 2 lanes of traffic in each direction on Quorum Drive.

For bidding purposes, the Contractor should assume that no work can occur on the project during an event. At least two weeks prior to a scheduled event the Contractor shall be required to coordinate through the Director of Public Works with the managers of the event and inform them of his planned construction activities during the event. Depending upon the nature and timing of the Contractor's activities with respect to the event's activities, a determination will be made by the Director as to whether construction will be temporarily suspended entirely or in the immediate vicinity of the event.

During the event, special effort must be made to secure the construction site and provide for the safety of the public. Though the standard specifications and normal construction practices dictate measures to be employed, during an event, the public will be moving about in a manner that is not typical relative to this type of construction project.

The 24-inch RCCP water main to be constructed in Mildred must be installed, backfilled and in service prior to May 1, 1996. If the waterline is begun but not completed by May 1, a penalty of \$1000.00 per day will be assessed until the new line is in service. The electric ductbank, manholes, and storm sewer to be installed and the new pavement construction in Mildred must be complete by August 31, 1996. The Director of Public Works will allow Mildred to be closed for up to an 8 week period to facilitate this construction. The Contractor shall coordinate the closure of Mildred Street with the Director, at least two weeks in advance, to obtain his approval and allow for necessary notifications. The remaining streetscape items along Mildred may be constructed as they fit into the project construction schedule.

During the construction of Addison Circle Phase I, Columbus Realty Trust and Gaylord Properties Inc. will construct three apartment buildings within the limits of the project. The Contractor will be required to coordinate with the Columbus / Gaylord Contractors. Also, the Contractor will not be allowed to install the streetscape amenities (sidewalks, trees, landscaping, irrigation, benches, and street lights) adjacent to the apartment buildings until the buildings have been completed. Approximate completion dates for the buildings are:

- a. October 1996 for Building "A" located at the NW corner of Quorum and Mildred.
- b. January 1997 for Building "B" located west of Building "A".
- c. May 1997 for Building "C" located north of Building "A".

48. CONSTRUCTION STAKING

All construction staking shall be done under the supervision of a Registered Professional Land Surveyor registered in the State of Texas. The Contractor shall submit copies of cut sheets and field books for the construction of all paving, water, wastewater, and stormwater improvements to the Town of Addison for review prior to construction of the improvements. The information on the cut sheets and field books shall include but not be limited to the following:

- a. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.
- b. Location, description of street/line and street/line name, number, letter, etc. designation.
- c. Benchmark Data: Location, description, and elevation.
- d. Slope or percent of grade of each curb line or utility line.
- e. Stations at 100 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
- f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc.

g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.

h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.

i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.

49. GEOTECHNICAL INFORMATION

Geotechnical information such as boring locations and tan & gray limestone profiles as shown on the plans are approximations and were taken from the "Geotechnical Investigation, Proposed Addison Urban Center, Phase I, Addison, Texas", Report No. 0751-1075 dated September 15, 1995 as requested by Columbus Realty Trust for their private project, "Addison Circle Apartments" and prepared by Saad M. Hineidi, P.E. of Fugro-McClelland (Southwest), Inc., 2880 Virgo Lane, Dallas, Texas 75229, 214-484-8301. A complete copy of this report is bound herein.

50. GRASS REPAIR

No separate pay shall be made for repair of damaged grass areas, not indicated on the plans, but such work shall be subsidiary to the various other items bid.

51. IRRIGATION AND SPRINKLER REPAIR

The contractor shall maintain all irrigation systems within the limits of the project during the duration of the contract. The contractor is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid.

52. WORKERS' COMPENSATION INSURANCE COVERAGE

A. **Definitions.**

Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has

employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a. a certificate of coverage, prior to the other person beginning work on the project; and,
 - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

“The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

“Call the Texas Workers' Compensation Commission (TWCC) at (512) 440-3789 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.”

SECTION T
TECHNICAL SPECIFICATIONS

SECTION T
TECHNICAL SPECIFICATIONS

I. GENERAL

All materials and construction methods for this project shall be in conformance with Town of Addison standards and specifications and the North Central Texas Council of Governments "Standard Specifications for Public Works Construction" (1983), as amended or supplemented. Where conflicts exist, Town of Addison standards and specifications shall govern.

II. SUPPLEMENTAL STANDARDS

Amendments to the North Central Texas Council of Governments Standard Specifications for Public Works Construction.

III. MOBILIZATION

IV. CHAIN LINK FENCE SPECIFICATIONS

V. DEMOLITION

VI. EARTHWORK

VII. SUPPLEMENTAL LANDSCAPE AND IRRIGATION SPECIFICATIONS

- A. Tree Protection
- B. Tree Pruning
- C. Irrigation System
- D. Site and Street Furnishings
- E. Landscaping

VIII. SUPPLEMENTAL WATER LINE CONSTRUCTION SPECIFICATIONS

IX. T.U. ELECTRIC SPECIFICATIONS FOR MANHOLE & CONDUIT LINE FACILITIES

X. WATER WELL DRILLERS RULES

XI. NPDES - STORM WATER POLLUTION PREVENTION PLAN

XII. SITE FURNISHINGS & HARDSCAPE ELEMENTS

XIII. LIGHTING CIRCUITRY SPECIFICATIONS