

SECTION SP
SPECIAL PROVISIONS

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1. **SCOPE OF WORK:** The Work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all Work appurtenant thereto, the proposed improvements for: Addison Athletic Club HVAC Improvements (“Project”).

2. **GENERAL:** This Work shall conform to the requirements of the Specifications and the details as shown on the Plans. These Contract Documents are intended to be complementary. The Contractor shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional Extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the Work. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Plans and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the Work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; Special Provisions and special Specifications shall govern over both General Provisions and standard Specifications; and quantities shown on the Plans shall govern over those shown in the proposal.

3. **EXAMINATION OF SITE:** The Contractor acknowledges that he has investigated and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor acknowledges that he has inspected the site of the Work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Town of Addison assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town and the Engineer.

4. **SPECIFICATIONS:** Construction improvements shall be governed by the following published specifications and details (except as modified by these Special Provisions):

Standard Specifications for Public Works Construction, North Central Texas - North Central Texas Council of Governments (latest edition);

Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges – Texas Department of Transportation, 2004;

Town of Addison Standard Construction Details;

The Contractor shall keep copies of applicable Specifications on the Project site at all times.

Where reference is made to specifications compiled by other agencies, organizations or departments, such referenced specifications are hereby made a part of the Project Specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective Bidders. It shall be the responsibility of the Bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered. Some preliminary subsurface exploration has been performed by the Town of Addison and the Engineer, and is provided to the Contractor in the Contract Documents. This information is provided only as preliminary and all bids shall be based on information obtained by the Contractor. The Town of Addison and the Engineer disclaim any responsibility for the accuracy, true location and extent of the soils information that has been prepared by others. They further disclaim responsibility for interpretation of that data by Bidders, as in projecting soil bearing values, rock profiles, soils stability and the presence, level and extent of underground water.

6. **HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES:** Contractor shall immediately give an oral and written report to the Town of Addison of the discovery of any articles of historical, scientific, or archaeological significance. Contractor shall take all necessary steps to preserve the article and shall cease operations, which would affect the find until otherwise directed by the Town of Addison but continue with all other unaffected operations. The future operations of Contractor with respect to the discovery, including disposition of the articles, shall be decided by the Town of Addison. The Town of Addison shall have sole and exclusive title to any discovered articles.

The Town of Addison shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for performing any part of the work under the Contract, whether or not changed as a result of conditions, an equitable adjustment will be made and the Contract modified in writing accordingly.

No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment of the Contract for differing site conditions will be allowed or shall be made after final payment under the Contract.

ENVIRONMENTAL REQUIREMENTS: In addition to requirements set forth in other sections of the Contract, including the Plans and Specifications, Contractor shall

ensure that the requirements of this Section are fulfilled and incorporated into its procedures and processes as well as those of any Subcontractors. All materials utilized by Contractor on the Project shall comply with all applicable local, state and federal laws and regulations.

A. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Contractor, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Town of Addison in writing.

1. The term "Hazardous Materials" means any substance or compound, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance" or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, lead, or motor fuel or other volatile organic compounds; or (iii) which causes or poses a threat to cause a contamination or nuisance on the Project Site or any adjacent property, or (iv) which causes or poses a threat to cause a hazard to the environment or to the health, safety or welfare of persons on or about the Project Site.

2. The term "Environmental Law" means any federal, state or local law, statute, guidance or policy statement, ordinance, code, rule, regulation, license, authorization, decision, order, injunction or decree, which pertains to health, safety or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Occupational Health and Safety Act, the Toxic Substances Control Act, the Texas Water Code and the Texas Solid Waste Disposal Act and any other state or federal environmental statutes.

B. If the material or substance was on the site prior to the issuance of the Notice to Proceed, the Town of Addison shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, to verify that it has been remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison.

C. Except as provided in Subparagraph B., Contractor (with the Town of Addison's prior written approval of the laboratory) shall obtain the services of a licensed laboratory

to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, the Town of Addison shall determine whether Contractor or the Town of Addison shall have the substance remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison. The Contract time shall be not be extended and the Contract Price shall not be increased, unless the material or substance to be remediated were not introduced to the Work Site by Contractor, and Contractor shall then pay for (or reimburse the Town of Addison for) the testing and remediation.

D. The Town of Addison shall not be responsible under this Section for materials or substances Contractor brings or introduces to the Project Site. Contractor shall be responsible for the fault or negligence in the use and handling of materials or substances of Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them.

E. Contractor shall indemnify the Town of Addison and its affiliates for any and all damages incurred by the Town of Addison as a result of Contractor's actions with respect to all applicable state and federal environmental laws related to materials or substances Contractor brings to the Project Site, including but not limited to fines, penalties, costs of remediation and reasonable attorney's fees. No time extension shall be granted for breach of this provision.

F. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project Site any Hazardous Materials, except in accordance with applicable environmental laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Materials into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water unless required by the Contract Documents. In the event Contractor engages in any of the activities prohibited in this Section or fails to stop Work as provided in this Section, to the fullest extent permitted by law, Contractor hereby indemnifies and holds the Town of Addison, its affiliates and their respective officers, agents, employees and tenants harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section or Contractor's failure to stop Work as required. Contractor shall obtain from manufacturers and furnish to the Town of Addison Materials Safety Data Sheets (OSHA Form 20) for all materials incorporated into the Project by Contractor. The Town of Addison hereby agrees that, as between the Town of Addison and Contractor, the Town of Addison will be responsible for Hazardous Materials on site which existed prior to Contractor performing Work on the Project Site or which are introduced to the Project Site by the Town of Addison, except as provided in this Section. Contractor will not be considered the generator of Hazardous Materials on site which existed prior to Contractor performing Work on the Work Site or which are introduced to the Project Site by the Town of Addison. If the Hazardous Materials were on the Project Site prior to Contractor's presence on the Project Site or were introduced to the Project Site by the

Town of Addison, then, if appropriate, the Town of Addison will make an equitable adjustment to the Contract.

G. Include in all construction subcontracts exceeding \$100,000, the following requirement: “Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.”

H. No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required.

I. No request by Contractor for an equitable adjustment of the Contract for Hazardous Materials will be allowed or shall be made after final payment under the Contract.

7. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the Specifications, Plans, Project Site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this Contract and the Work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. 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 Town of Addison and the Engineer harmless therefrom. No plea of ignorance or misunderstanding thereof will be considered.
8. **PERMITS, LICENSES. AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Any required permit fees will still be paid by the Contractor. Wherever the Work under this contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the Work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**
9. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, will be secured for this Project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning Work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the Work or its operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the Town of Addison, the Engineer and all of their officers, agents, and employees against

any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by itself or its employees.

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 its 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. All easements shall be cleaned up after use and restored to their original conditions or better.

10. **RESTRICTED WORK HOURS:** Per the Town of Addison Building Regulations, “It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday and Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in cases of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager.”

It is in the interest of the public safety and convenience for the Work under this Project to occur outside the standard Work hours. However, the contractor will must present a detailed Work schedule and obtain written approval from the Town.

11. **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.
12. **NON-DISCRIMINATION POLICY:** It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and Contractors to adhere to this policy.
13. **ANTITRUST LAWS:** The Contractor hereby assigns to the Town of Addison any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
14. **ABANDONMENT:** The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the Project, or the entire Project, at any time before the Contractor begins any construction Work authorized by the Town of Addison. In case of total abandonment of the Project, the Contract becomes void. The Town of Addison may abandon portions of the Project at any time during the Project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the Project.

15. **DISCREPANCIES:** If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the Project, or any errors or omissions in Plans 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 not be in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Town of Addison and the Engineer in writing, and the Town of Addison and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

16. **PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN:** A Storm Water Pollution Prevention Plan (SW3P) will not be required for this project.

This specification is not all inclusive of the requirements for an SW3P. The Contractor shall comply with all requirements of the TCEQ TPDES permit and the local authorities' storm water ordinance and/or regulations.

17. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information via Bidsync.com as noted within the Advertisement for Bids. The ability to ask questions will close at the day and time noted in the Advertisement for Bids section within this document. Answers to all such requests will be issued in the form of Addenda and a copy of such Addenda will be released through www.bidsync.com. It will be the responsibility of each person who has been issued as set of Bidding Documents to secure all Addenda from www.bidsync.com. 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 it be in doubt as to their meaning, it shall at once notify the Town in writing in order that a written addendum may be sent to all Bidders.

18. **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. Final payment to the construction Contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, Plans and Specifications and have been finally accepted by the Town of Addison.

See bid item descriptions/reference specifications for details.

19. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate. Final payment will be based on quantities determined by measurement methods described for each Work item.

When the quantity of Work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work above 125% of the quantity stated in the contract.

When the quantity of the Work to be done or materials to be furnished under any major pay item of the contract is less than 75% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work below 75% of the quantity stated in the contract. This paragraph shall not apply in the event Town of Addison deletes a pay item in its entirety from this contract.

20. **SUBSIDIARY WORK:** Any and all Work specifically governed by documentary requirements for the Project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of Work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of Work which fall in the category of subsidiary Work. Any repairs or replacement of items damaged during demolition or as a result of new construction will be considered subsidiary. Limits of all Work requiring repair will be determined by the Town of Addison staff or the inspector. Extreme care should be taken during all demolition and construction operations.

21. **QUALIFICATION OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolve in favor of the correct sum.

AWARD AND EXECUTION OF CONTRACT: For the purpose of award, each bid submitted shall consist of the correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.

Bidders must fill bid proposal for all base bids and all additive alternates. The method of Award will be based on the lowest qualified bidder for all base bids plus any combination of the additive alternates depending on the availability of funds.

The Town reserves the right to accept whichever bid is determined to be in the best interest of the public and to reject all bids.

All payments will be based on actual quantities and bid unit prices.

22. **EXPLANATION OF CONTRACT TIME:** The term "Contract Time" as used in this Provision will mean the **120** calendar days for completion of the Work of the Contract

from the date the Contract was executed. The term “calendar day” as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein.

In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Town shall agree as to the number of calendar days to extend the Contract Time. In the event the Contractor and Town are unable to agree to the number of calendar days to extend the Contract Time, the Town shall unilaterally determine the number of calendar days to extend the Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Town were arbitrary or without any reasonable basis.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions above, the Town shall deduct from the moneys due the Contractor the Daily Value as shown in provision 99 for each calendar day completion exceeds the Allowable Contract Time. The term “Allowable Contract Time” as used in this Article shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor’s failing to timely complete the Contract. **This shall be strictly enforced.**

23. **COPIES OF PLANS FURNISHED:** One (1) copy of 24” x 36” and one (1) electronic copy of the Plans shall be furnished to the successful Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of \$150.00 per set upon request.
24. **PRE-CONSTRUCTION CONFERENCE:** The successful Contractor, Engineer, and Town of Addison shall meet for a pre-construction conference before any of the Work begins on this Project. At this time, details of sequencing of the Work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their Work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of Project construction.
25. **MOBILIZATION:** See specification SS-120 included in the technical specifications.
26. **GENERAL SEQUENCE OF CONSTRUCTION:** Prior to the start of Work, the Contractor shall develop a detailed construction and sequence of construction schedule using the critical path method (CPM) and submit to the Town of Addison and Engineer for approval. The CPM shall reflect all definable features of Work and activities 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 access to all existing businesses must be maintained at all times unless otherwise authorized in writing by the Town of Addison or Addison Airport. Erosion control devices must be properly installed and maintained during all stages of construction.

The Contractor must comply with all work area restrictions as indicated in the Plans unless specifically authorized in writing by the Town of Addison.

The general intent is for the contractor to begin within one area and steadily progress limiting the area of construction to minimize disruptions to aircraft operations and businesses along the route.

27. **PROJECT REPRESENTATIVE:** The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the Project. This individual shall be aware of the day to day activities on the Project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members. The Contractor's representative must be available to meet and discuss construction related issues on site or at the Town's offices within 20 minutes of a request during working hours and throughout the entire construction period. Upon repeated failure of attendance at requested meetings, Contractor will be required to have a Project representative on-site at all times.
28. **COORDINATION WITH OTHERS:** In the event that other Contractors are doing Work in the same area simultaneously with this Project, the Contractor shall coordinate his proposed construction with that of the other Contractors. The Town of Addison and/or the Engineer shall mediate any disputes, and the Contractors shall comply with their decisions.
29. **INSURANCE:** Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/completed operations must be maintained for at least two (2) years after the construction Work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. Contractual Liability must be included.

1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each occurrence-each accident, \$1,000,000 by disease-each occurrence and \$1,000,000 by disease aggregate

1.3 Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

1.4 Umbrella Liability at minimum limits of \$1,000,000 each-occurrence \$4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

2.0 With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

2.1 The Town shall be named as an additional insured with respect to general liability and automobile liability.

2.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

2.3 A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation and all liability policies.

2.4 All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

2.5 All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001 or emailed to purchasing@addisontx.gov.

2.7 All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

2.8 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

2.9 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

3.0 All insurance shall be purchased from an insurance company who meets the following requirements:

3.1 Must be issued by a carrier, which is rated "A-" VII or better by A.M. Best's Key Rating Guide.

3.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

4.1 Set forth all endorsements and insurance coverages according to requirements and instruction contained herein.

4.2 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.

5.0 Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

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, Town-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 Town of Addison 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 Town of Addison, showing that the coverage has been extended.

E. The Contractor shall obtain from each person providing services on the Project, and provide to the Town of Addison:

(1) a certificate of coverage, prior to that person beginning Work on the Project, so that the Town of Addison 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 Town of Addison 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 Town of Addison 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 Town of Addison 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 Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

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.”

30. **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 Contract, 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 or other mutually agreeable mediator or arbitrator. 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.
31. **SHOP DRAWINGS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the Contract Documents in accordance with Item 1.28 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor may furnish a maximum four shop drawings for review by the Engineer, who will review, approve and forward to the Town of Addison for acceptance. Approved submittals will be returned as follows:
- Two (2) – Town of Addison
 - One (1) – Contractor
 - One (1) – Engineer
- Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable.
32. **PROJECT VIDEO:** N/A

33. **SAMPLES AND TESTS OF MATERIALS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this Project. Random testing will be provided by the independent lab as necessary for compliance with the Specifications. The Contractor shall coordinate construction with the testing lab and the Town of Addison, and shall provide assistance to the testing labs by providing excavation, access, trench safety, materials for testing and any other Work required to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly pay requests. As a guide, the Contractor shall be responsible for providing any test required by the Specifications.

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

34. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction Work for this Project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other Work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

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

35. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:** All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the Project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences Work on this Project.

36. **PROPERTY ACCESS:** Access to adjacent hangars shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall also

maintain sufficient access throughout the Project limits to the existing apartment buildings and businesses during construction operations.

37. **PLANT, PROCEDURES, METHODS AND EQUIPMENT:** The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the Work under this contract, subject to the requirements of these Specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used.

The Contractor shall so arrange his Work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the Work within the period of time as specified in the Contract. Only such materials and equipment as are necessary for the construction of the Work under this contract shall be placed, stored or allowed to occupy any space at the site of the Work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any Work, or for the construction maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor.

Where the Work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the Work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED.**

38. **PARKING OF CONSTRUCTION EQUIPMENT:** At night and during all other periods of time when equipment is not being actively used on the construction Work, the Contractor shall park the equipment at locations which are approved by the Town of Addison. The Contractor shall provide adequate barricades, markers and lights to protect the Town of Addison, the Engineer, the public and other Work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.

39. **ZONING REQUIREMENTS:** During the construction of this Project, the Contractor shall comply with the present zoning requirements of the Town of Addison in the use of vacant property for storage purposes.

40. **IN PUBLIC ROADS AND PRIVATE DRIVES:** No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the Work included in this Contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Towns or tenants of improvements where access and/or entrance drives are located shall be notified

at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property Town to do otherwise with such written permission being provided to the Town's inspector.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of two years from the date of Town of Addison's acceptance of the Work. In the event the repairs and maintenance are not made immediately to the satisfaction of the Town, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

41. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of its haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.
42. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the Work on this Project prior to beginning its construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by Contractor's operations.
43. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for Work near high voltage lines on this contract:
 - a. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile driver, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines."
 - b. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulating cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.
 - c. When necessary to Work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such Work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.

d. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole expense.

e. No person shall Work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph c.

44. PROTECTION OF EXISTING UTILITIES AND STRUCTURES: The location and dimensions shown on the Plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the Town of Addison or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of its activities in order that he may negotiate such restrictive locations with the Town of Addison of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the Plans. All damage to utilities resulting from Contractor's operations shall be restored at its expense. The Town of Addison and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the Plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for 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 requires the building of special Work, provisions for which are not made in the Plans, in which case, provisions in these Specifications for Extra Work shall apply.

45. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED: In case it is necessary to change or move the property of a public utility, such property shall not be moved or interfered with until authorized by the Town of Addison or the Engineer. The right is reserved for the Owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of their property that may be made necessary by performance of the Contract. The Contractor shall be responsible for coordination with the Town of Addison and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.

b. After commencing Work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.

c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the Work are not necessarily indicated. The Contractor

shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

- d. The Contractor shall repair or pay for all damage caused by its operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall defend and settle in total the cost of all lawsuits which may arise as a result of its operations.
 - e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.
46. **MAINTENANCE AND REPAIRS:** The Contractor shall maintain and keep in good repair all Work contemplated under these Plans, Specifications, and Plans which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all Work which is necessary for the well being of the general public. In the event the Contractor fails in its obligations to properly maintain the Work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.
47. **PROTECTION OF WORK:** During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished Work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such Work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the Work shall be borne solely by the Contractor until final acceptance of all Work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.
48. **PUBLIC CONVENIENCE AND SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal Work hours.

Materials stored about the Work site shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the Town of Addison. The materials excavated shall be placed so as not to endanger the Work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, telegraph or electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours notice in writing to the Contractor, save in cases of emergency, when the Town of Addison shall have the right to remedy any neglect without notice; and, in either case, the cost of such Work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the Work passes over or through private property, the Town of Addison shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of Work which might damage or interfere with the operation of their property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the Town of Addison) by reason of any negligent act or omission on the part of the Contractor, its employees, agents or Subcontractors, or at any time due to defective Work or materials, or due to its failure to reasonably or properly prosecute the Work, and said responsibility shall not be released by the fact that the Work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at its own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.

49. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect the Work and persons and property while said persons or property are approaching, leaving or within the Work site or any area adjacent to said Work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any protective measures, warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the Work site and the area adjacent to said Work site.

Where the Work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at its own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the Project shall have been completed and accepted by the Town of Addison, and shall cease when the Town of Addison notifies the Contractor in writing of final Project acceptance.

If the Town of Addison discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Town of Addison may order the Contractor to take such additional precautionary measures as required by law to protect persons and property. In addition, the Contractor shall be held responsible for all damages to the Work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the Town of Addison may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.

50. TRAFFIC CONTROL: It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

- a. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.
- b. The Contractor shall prosecute its Work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.
- c. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the Project.
- d. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.
- e. The Contractor shall provide a comprehensive Traffic Control Plan to the Town of Addison and Engineer for review, comment, and approval in the event the planned sequence of work is different in any way from that sequence of work provided for in the plans or where additional details are required. The Traffic Control Plan shall be designed in accordance with established standards and regulations and signed and sealed by a professional engineer, registered in the State of Texas. The plan should reflect the Contractor's proposed construction phasing and methodology and include the design layout for all proposed detour and traffic situations.

51. **BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF CONSTRUCTION:** Throughout the construction operations, streets and intersections will remain open to traffic by constructing the Work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

A. General Construction: The Contractor shall plan its Work sequence in a manner that will cause minimum interference with aircraft operations during construction operations. Before beginning Work on this Project, the Contractor shall submit, for approval by the Town of Addison, a plan of construction operations outlining in detail a sequence of Work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the Work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change its operations to correct the unsatisfactory conditions.

Ditches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless Work in the ditch is in progress. Only one lane of traffic may be closed at a time when Work is in progress in a ditch.

B. Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the Plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Town or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.

The Contractor shall keep traveled surfaces used in its hauling operation clear and free of dirt or other material.

The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

52. **EXCAVATION SAFETY SYSTEMS:**

The Work performed under this section of the Specifications consists of providing trench safety systems consisting of shoring, sheeting, trench shield, and/or laid back slopes to meet the trench safety requirements of the Occupational Safety and Health Administration (O.S.H.A.), as required for this Project and specified herein.

A. General: Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and health regulations as administered by the U.S.

Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this Project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this Project.

The Contractor shall furnish to the Town for review, prior to beginning construction activity, a Trench Safety Plan for the entire Project. The trench safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas. In addition, all trench safety systems utilized in this Project must be designed by a Professional Engineer registered in the State of Texas. The Contractor shall be totally responsible for the safety of all persons involved in the construction of this Project.

B. Core Borings: Any core borings and soil data furnished by the Town are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this Project. The furnishing of soil information by the Town of Addison in no way relieves the Contractor of this obligation. If no core borings or soil data are furnished by the Town, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

C. Inspections: In addition to the inspections of the trench and trench safety systems required of the Contractor by the O.S.H.A. Regulations, the Town may further inspect the Work. The Town shall have the right to reject any trench safety systems which he finds to be inadequate, and the Contractor shall immediately improve the system to comply with this specification.

D. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the Project. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental Work required. All excavation and backfill in addition to that specified elsewhere in these Specifications shall be considered subsidiary to this bid item.

53. TRENCH EXCAVATION, BACKFILL AND COMPACTION: Trench excavation, backfill and compaction of storm drain and utility trenches shall be in accordance with Town of Addison Standards and with details shown on the Construction Plans.

A. Trench Excavation: If the stated maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements and any temporary construction easements. All excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

B. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per Town of Addison Standards for the appropriate pipe size, pipe material, depth, and soil condition.

C. Compaction: All trenches under proposed or existing pavement shall be compacted to within a range of 95% to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).

54. **TRENCH WALLS:** The Contractor shall use shoring or a drag box in those areas where it is required to protect existing improvements. This shall be subsidiary to the linear foot cost of the pipe and not a separate pay item.
55. **SUSPENSION OF WORK RELATED TO DANGER:** In addition to the other remedies for suspension of the Work as provided for in the General Provisions and Special Provisions, the Town of Addison has the authority to suspend all work immediately if, in the Town of Addison's opinion, there is imminent danger to workers or the general public. If there is no imminent danger to workmen or the general public, but trench conditions are not in compliance with Federal Regulations 29 C.F.R. 1926.650-1926.652, the Town of Addison shall warn the Contractor who shall then immediately order all workmen in and adjacent to the trench away from the area. The Contractor must then bring the trench into compliance with the regulations. If the Contractor does not make the required corrections, all work on the Contract shall cease and the Town of Addison will issue a letter of Temporary Suspension of Work. The only work authorized after issuance of this letter is work approved by the regulations. Other work shall not be permitted until the Town of Addison issues a letter of Release of Temporary Suspension of Work. The Contractor shall not be entitled to additional compensation, an extension of time or payment of damages as a result of a temporary suspension of work under this provision.
56. **PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.
57. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Town of Addison or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will also be responsible for maintaining stakes. If re-staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

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 50 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.

58. DURING CONSTRUCTION: During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hour written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under its contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.

59. CONSTRUCTION TRAFFIC OVER PIPE LINES: The design of the new pipes and the design of the existing pipe have been taken into account and provided for highway live loads. It is apparent, however, that certain construction vehicles could exceed this highway load condition under shallow bury conditions. It will be the responsibility of the Contractor to protect both the new line and the existing lines from these possibly excessive loads. The Contractor shall not at any time cross the existing or new pipe with a truck delivering new pipe to the site. Any damage to the existing or new pipe will be repaired or replaced by the Contractor to the satisfaction of the Town of Addison.

In locations where it is not permissible to cross the existing or proposed pipes without additional protection, the Contractor may elect to provide additional protection of the pipes so that more frequent crossings of the pipes are allowed. It still is, however, the

responsibility of the Contractor to repair any damage to the existing or proposed lines if the damage results from any phase of its construction operation.

60. **CONTRACTOR'S CONTINUING OBLIGATION:** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
61. **IRRIGATION AND SPRINKLER REPAIR:** The Contractor shall maintain all existing irrigation systems within the limits of the Project during the duration of the contract. The Contractor shall employ a licensed irrigator who 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. The Contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at its own cost.
62. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All Work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the Work site. Work done without line and grade having been provided; Work done beyond the line or not in conformity with the grades shown on the Plans or as provided, Work done without proper inspection; or any Extra or unclassified Work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned Work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced, or to cause unauthorized Work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.
63. **DISPOSITION AND DISPOSAL OF MATERIALS:** All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the Project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.

64. **CLEAN-UP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the Work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the Work in an orderly manner and appearance.
65. **TV INSPECTION OF SANITARY SEWER AND STORM DRAIN SYSTEMS:**
N/A
66. **TESTING REQUIREMENTS:** Testing shall be conducted in accordance with Town of Addison Specifications except as modified in the Special Provisions, Technical Specifications, or as on the plans. The Town of Addison will provide random testing. The Contractor shall coordinate construction with the Town of Addison, and shall provide assistance to the testing labs by providing trench safety, excavation, or other work to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All retesting shall be at the expense of the Contractor. As a general guide, the Contractor shall be responsible for providing the following tests:
- (1) Providing test results from manufacturer as specified in Town of Addison Specifications.
 - (2) All systems must meet the approval of the Town of Addison prior to completion of project.
67. **SILICONE JOINT SEALANT:** Silicone joint sealant must be used in all instances where joint sealant applies to Portland Cement Concrete pavement and curbs. Payment for the use of silicone joint throughout this Project will in all cases be subsidiary to this contract at no extra cost.
68. **CLAIMS FOR DAMAGES OR INJURY:** General Provision Item 1.24.3 - SMALL CLAIMS FOR DAMAGE OR INJURY is amended to read as follows: “If any person files a claim against the Town of Addison or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any Work within the limits of the Project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to its liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as its irrevocably Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is authorized by Item 109.4. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

As a result of the additional Work created to Town of Addison due to un-responded claims for damages by Contractor to third parties, Contractor shall incur penalties for failure to abide by this Special Provision.

Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the Town.

To ensure Contractor compliance, the Town of Addison shall be notified, by copied correspondence of responses or settlement by Contractor.”

69. **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:
- A. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor’s continuing obligations under the Contract Documents.
 - B. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
70. **MECHANICS AND MATERIALMEN’S LIEN:** The Contractor shall be required to execute a release of mechanics and materialmen’s liens upon receipt of payment and shall ensure that the Project remains free and clear of all liens related to the Work. The Contractor shall have all liens removed by obtaining releases acceptable to the Town of Addison or shall bond around such liens by obtaining a discharge of all liens.
71. **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.
72. **PRODUCT RECORD DOCUMENTS:** The Contractor shall maintain record Plans and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Maintenance of Documents: The Contractor shall maintain at the job site one record copy of the Contract Plans, 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 Town.

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 Plans: 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 Plans.
- 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 Drawing: The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

Submittal: At the completion of the Project, the Contractor shall deliver record Plans to the Town. 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 its authorized representative.

- 73. OWNERSHIP OF WORK AND MATERIALS:** All Work performed by Contractor pursuant to the Contract shall be the property of the Town of Addison. The Town of Addison shall own all construction, and any data, documents, plans, specifications, working papers, computer programs, photographs, or other material produced by Contractor pursuant to the Contract, and Contractor hereby assigns and transfers to the Town of Addison any and all copyrights for such material. To the extent that such programs used are internal, proprietary programs used by Contractor in the performance of the Work, Contractor will provide the Town of Addison such access to the programs as is necessary for the Town of Addison to be able to use the products and documents generated by the program, but Contractor is not required to transfer the copyrights or

other intellectual property rights to the program to the Town of Addison. As security for partial, progress, or other payments, title to work for which such payments are made shall pass to the Town of Addison at the time of the payment. To the extent that title has not previously been vested in the Town of Addison by reason of payments, full title shall pass to the Town of Addison at delivery of the Work at the location specified in the Contract.

Unincorporated Work to which the Town of Addison has received title by reason of progress, partial or other payments shall be segregated from other Contractor or Subcontractor materials and clearly identified as the Town of Addison property. The Contractor shall be responsible for all materials until they have been incorporated into the Work and the Work has been finally accepted by the Town of Addison. The title transferred as above shall in each case be good, and free and clear of any and all security interests, liens, or other encumbrances. The Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any way that would result in any lien, security interest, charge, or claim upon or against said items. The transfer of title as provided above shall not imply acceptance by the Town of Addison, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to such items.

The Contractor shall insert provisions in its subcontracts sufficient to ensure compliance with the content of this Section.

74. **DRAWINGS AND OTHER DATA:** All documents developed by Contractor in the performance of the Contract shall become the sole property of the Town of Addison and may be used by the Town of Addison on any other project without additional compensation to Contractor. Use by the Town of Addison of these documents on other projects does not confer any liability on Contractor.

The Town of Addison shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. § 201(b). With respect thereto, Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design related patent and copyright laws. All design drawings, as-built drawings and specifications, in any form, shall contain a copyright mark of the Town of Addison.

75. **TOWN OF ADDISON APPROVAL:** This Project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town’s satisfaction and as-built Plans are given to the Town of Addison.
76. **USE OF EXPLOSIVES:** The use of explosives by the Contractor to complete the Work shall be prohibited.
77. **POWER FOR CONSTRUCTION:** The Contractor shall contract with the local power provider and make the necessary arrangements for securing power required for temporary

offices as needed. There will be no separated pay item for connection into the existing power system or for the power required for construction purposes.

78. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of \$ 750 for each calendar day of delay until the Work is completed or accepted.
79. **CONTRACT DELAY:** The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, disruptions, permitting issues, actions of subcontractors, suppliers, or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Contract time for completion. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Contract time to complete, regardless of whether the Contractor does so or not, shall be the sole responsibility of the Contractor in every instance.
80. **SUBCONTRACTORS:** No subcontract shall relieve Contractor of any of Contractor's obligations or liabilities under the Contract. Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors, including persons directly or indirectly employed by them, their guests and invitees. Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors, including the settlement of disputes with or between them. Nothing contained in the Contract shall be deemed to create a contractual relationship between any Subcontractor, and the Town of Addison.

Contractor shall provide to the Town of Addison one (1) copy of all executed subcontracts associated with the Contract, including any changes or modifications to the subcontracts, within three (3) days of their execution. No Subcontractor shall be permitted to perform work associated with the subcontract until the Subcontractor (or Contractor on the Subcontractor's behalf) is in compliance with the insurance requirements specified elsewhere in the Contract, and has furnished satisfactory evidence of insurance to the Town of Addison.

81. **PAYMENTS TO SUBCONTRACTORS:** Contractor shall comply with the provisions of applicable laws and regulations relating to Contractor's relations with Subcontractors. Payments by Contractor to Subcontractors associated with the Town of Addison Contracts are subject to the time periods established in the Texas "Prompt Payment Act", contained in Chapter 2251 of the Texas Government Code.

All persons employed in the performance of the Work under the Contract, or any subcontracts hereunder, shall be paid not less than the general rates of per diem, holiday, and overtime wages prevailing in the locality of the Work of a similar character as

detailed in the Special Provisions. Failure to comply with this provision shall subject Contractor to the penalties prescribed in Chapter 2258 of the Texas Government Code, as amended.

Contractor will include in each subcontract for property or services entered into by Contractor and a Subcontractor, including a supplier, for purposes of performing the Work under the Contract a payment clause that obligates Contractor to pay the Subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the Town of Addison under the Contract. A false certification to the Town of Addison under the provisions of the Payments clause may be a principal offense in violation of Section 37.10 of the Texas Penal Code.

- 82. USE OF COMPLETED PORTIONS OF THE WORK:** Whenever, as determined by the Town of Addison, any portion of the Work performed by Contractor is in a condition suitable for use, and the best interests of the Town of Addison requires such use the Town of Addison may take possession of or use such portion of the Work. Such use by the Town of Addison shall in no case be construed as final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the Town of Addison of any of the conditions thereof. Contractor shall not be liable for the cost of repairs, rework, or renewals, which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of the Work, Contractor shall notify the Town of Addison in writing as required by the Contract and shall be entitled to such additional compensation or extension of time, or both, as determined in accordance with the Contract.

If in the course of such use, the Work proves to not be in compliance with the Contract, the Town of Addison shall have the right to continue such use until such portion of the Work can, without injury to the Town of Addison, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials, as necessary for such portions of the Work to comply with the Contract. Contractor shall correct the Work as soon as practical, but not later than one (1) month after notification by the Town of Addison.

Contractor shall not use any permanently incorporated materials unless such use is approved in writing by the Town of Addison. Where Contractor's request is granted for the use of certain materials, Contractor shall properly use and maintain and, upon completion of its use and at its own expense, recondition such materials to the satisfaction of the Town of Addison.

- 83. COMPLETE AGREEMENT:** The Contract (including Attachments, the Special Provisions, other documents and manuals incorporated herein) is the full and complete agreement between the Town of Addison and Contractor with respect to the subject matter herein and supersedes any and all prior agreements between the parties hereto.

84. **WAIVER:** The waiver by the Town of Addison of the breach of any provision of the Contract by Contractor shall in no way impair the right of the Town of Addison to enforce the provision for any subsequent breach thereof. All remedies provided hereunder are cumulative and are in addition to all other remedies available at law or in equity.

85. **EXECUTION OF THE CONTRACT:** The Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of the Contract may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

86. **DEFINITIONS:** The following definitions are added to the General Provisions and Special Provisions:

BIDDER: Any person, persons, partnership, company, firm, association, or corporation acting directly or through a duly authorized representative submitting a bid for the work contemplated.

PROJECT: The Town of Addison's overall objective and endeavor of which the Contract forms a part and ultimately creates, which encompasses all Contract Documents constructed to final completion and final acceptance.

WORKING DAY: A working day is defined as a calendar day not including Saturdays, Sundays, or legal holidays authorized in the list prepared by the City of Dallas for contract purposes, in which weather or other conditions not under the control of the Contractor shall permit the performance of the principal units of work underway for a continuous period of not less than 7 hours between 7 A.M. and 6 PM. A principle unit of work shall be that unit which controls completion time of the contract. Nothing in this definition shall be construed as prohibiting the Contractor from working on Saturdays, if the Contractor so desires and permission of the Town of Addison has been granted. Work on Sundays shall not be permitted except in cases of extreme emergency and then only with the written permission of the Town of Addison. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as weekdays. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

87. **MODIFICATIONS TO THE LANGUAGE OF THE GENERAL PROVISIONS:**
The General Provisions are modified as follows:

A. Add the following words to the General Provisions before the word "Certificates" found on the fourth line of Section 103.4.1:

"When permitted by law,"

- B. Delete the sentence “A model Certificate of Insurance is illustrated in Model Form A.6 in Appendix A.” beginning on the ninth line of Section 103.4.1 of the General Provisions and replace with the following:

“Certificates of Insurance shall be provided on a state approved form.”

- C. Delete the following sentence beginning on the second line of the fifth subparagraph of Section 104.2.1 of the General Provisions:

“The foregoing notwithstanding, the total original Contract amount shall not be increased more than 25 percent; the CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER’S right to reduce the total original Contract amount by more than 25 percent.”

- D. Add the following word before the word “decide” found on the second line of Section 105.7.1 of the General Provisions:

“initially”

- E. Add the following word after the word “work” found on the fifth line of Section 105.7.1 of the General Provisions:

“, subject to the agreement of the Owner”

- F. Delete the following sentence beginning on the sixth line of Section 105.7.1 of the General Provisions:

“Engineer shall determine the amount and quality of work performed and materials furnished, and Engineer’s decision and estimates shall be final.”

- G. Delete Section 105.9.3 of the General Provisions titled “Inspection Overtime” in its entirety.

- H. Delete Section 107.2 of the General Provisions titled “Indemnification” in its entirety and replace with the following:

“THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, PROTECT, DEFEND, AND HOLD HARMLESS THE OWNER, ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, AGENTS, INVITEES, AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LIABILITY, COST, DAMAGE, EXPENSES, FINES AND ALL REASONABLE LEGAL FEES AND COURT COSTS, CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL

EXPENSES OF LITIGATION AGAINST THE INDEMNIFIED PARTIES, WHETHER OR NOT CAUSED IN PART BY ANY ACT OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER, OR WHETHER LIABILITY IS IMPOSED UPON SUCH PERSON OR ENTITY, FOR ANY LOSS, INJURY, DAMAGE OR DEATH ARISING FROM OR OUT OF THE CONTRACTOR'S ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO CONTRACTOR'S NEGLIGENT OR GROSSLY NEGLIGENT PERFORMANCE OF THE WORK; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF OWNER'S PROPERTY; NEGLIGENT OR INTENTIONAL ACTIONS, ERRORS OR OMISSIONS AND THOSE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR SUBCONTRACTORS; VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL LAWS, REGULATIONS AND/OR ORDINANCES; CONTRACTOR'S OR ITS SUBCONTRACTOR'S USE OF PROPERTY, EQUIPMENT, VEHICLES, OR MATERIALS; DEFECTIVE WORKMANSHIP; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF UTILITIES; OR SUBCONTRACTORS', EMPLOYEES', AGENTS', OFFICERS', OR DIRECTORS' NEGLIGENCE OR INTENTIONAL TORTS. IT IS THE EXPRESS INTENT OF CONTRACTOR TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR JOINT AND/OR CONCURRENT NEGLIGENCE AND/OR SOLE NEGLIGENCE. IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, OR ANY OF THEM, AND UNTIL REIMBURSED BY CONTRACTOR SHALL BEAR INTEREST, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IN THE EVENT THIS CONTRACT RELATES TO A PROJECT OTHER THAN A SINGLE FAMILY HOUSE, TOWNHOUSE, DUPLEX, OR LAND DEVELOPMENT DIRECTLY RELATED THERETO OR A PUBLIC WORKS PROJECT OF A MUNICIPALITY THEN THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT SUBCONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND CONTRACTOR OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF AN INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND OWNER OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTIES, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTIES, OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.”

- I. Add the following language after Section 103.3.1.4 of the General Provisions:

“103.3.1.5. Maintenance Bond. A good and sufficient bond in an amount not less than 100-percent of the approximate total of the Contract, as evidenced by the proposed tabulation, or conditioned on the full and proper maintenance and repair of the Work to be done and performed for a period of one year from the date of final acceptance of the Work and the Contractor will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform the necessary Work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by the Contractor in construction of same, or on account of any defect arising in any of the Work laid or constructed by the 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 Contractor.”

J. Add the following language after Section 104.2.5. of the General Provisions:

“104.2.6. Change Orders. A Change Order is a written instrument and signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- (1) the change in the Work;
- (2) the amount of the adjustment, if any, in the Contract Sum;
and
- (3) the extent of the adjustment, if any, in the Contract Time.

In the event the Contractor proposes a Change Order, the Contractor shall provide sufficient detail for such Change Order to allow analysis and review by the Engineer.

Agreement on any Change Order shall constitute final agreement on the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

The Contractor, upon receipt of written notification by the Owner or the Engineer of a proposed item or change in Work, shall prepare as soon as possible a Change Order on the form provided by the Owner. If the Change Order is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the

Contractor shall revise the Change Order accordingly and resubmit the revised Change Order to the Owner and Engineer.”

- K. Delete the language in Section 105.2.1 of the General Provisions and replace it with the following language:

“105.2.1. WORKMANSHIP: If the OWNER notifies the CONTRACTOR in writing of defective work, the CONTRACTOR shall correct the deficiencies within five (5) calendar days of the Notice at no additional cost to the OWNER. If the defective work is not corrected within five (5) calendar days, or the CONTRACTOR is not making satisfactory progress (in the opinion of the OWNER) to correct the deficiencies, the OWNER may withhold future payments for All Work until the defective work has been corrected to the satisfaction of the OWNER.”

- L. Add the following language after Section 105.10 of the General Provisions:

“105.10.2. GUARANTEE AFTER COMPLETION: Unless otherwise specified in the technical section of these specifications, the CONTRACTOR shall, after test and acceptance, and for a period of one year from date of final written acceptance by the OWNER or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, rebuild, repair, or replace any and all items which have proven defective due to unsatisfactory material and/or workmanship. Upon written notice from the OWNER, the CONTRACTOR shall immediately make any repairs that may be ordered, or such repairs will be made by the Owner at the expense of the CONTRACTOR or the CONTRACTOR’S Surety. In case of an emergency where delay would cause serious loss or damage, the Owner may undertake to have the defects repaired without previous notice. The expense of all repairs, including all emergency repairs, shall be borne by the CONTRACTOR or the CONTRACTOR’S Surety, at no cost to the Owner. This obligation shall survive termination of the Contract.

105.10.3. OFFSET PROGRESS PAYMENTS: OWNER may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to OWNER from Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

105.10.4. FINAL ACCEPTANCE AND PAYMENT: This Project is subject to final inspection and final acceptance by the Owner. Whenever the Work provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, including, but not limited to compliance with North Central Texas Council of Governments Standard Specifications for Public Works Construction, October 2004 Section 202.6.4.6., the CONTRACTOR shall notify the OWNER that the Work is ready for final inspection. The OWNER will then make such final inspection and if the work is satisfactory and in accordance with the specifications and contract documents, the OWNER shall issue a certificate of acceptance to the CONTRACTOR and submit a request to accept the Work performed by the CONTRACTOR and payment of a final estimate under the terms of which the OWNER will release 100% of the retainage, plus the unpaid portions of the final estimate as the OWNER deems advisable.

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the Contractor, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the Work shall be prepared by the OWNER as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, deducted or retained under the provisions of the contract, shall be paid the CONTRACTOR within 30 days after the final acceptance by the OWNER, provided the CONTRACTOR has furnished to the OWNER a consent of Surety and satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the performance of the Work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment. This requirement is not intended and shall not be construed to recognize subcontractors for the purpose of privity of contract, and no third party benefit rights shall be obtained through these provisions for final payment. The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment, or on the retainage.

105.10.5. RIGHT TO AUDIT CONTRACTOR’S RECORDS: By execution of the Contract, CONTRACTOR grants the OWNER the right to audit, at Owner’s election, all of CONTRACTOR’S records and billings relating to the performance of the Work under the Contract. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of the Work under this Contract. OWNER agrees that it will exercise the right to audit only at reasonable hours.”

M. Add the following language after Section 107.5 of the General Provisions:

“107.5.1. COMPENSATION AND ACKNOWLEDGEMENT OF WORK: The CONTRACTOR shall receive and accept compensation, as herein provided, as full payment for furnishing all labor, tools, material, equipment and incidentals; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the Work and before its final acceptance by the OWNER; for all risks of whatever description connected with the prosecution of the Work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Plans and Specifications.”

N. Add the following language after Section 107.11 of the General Provisions:

“107.11.1. COOPERATION OF THE CONTRACTOR: The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the progress thereof, and the CONTRACTOR shall cooperate with the OWNER, and with other CONTRACTORS in every way possible.

The OWNER and the OWNER’S representatives shall at all times have free access to the Work whenever it is in preparation or progress and the contractor shall provide safe, convenient and proper facilities for such access and inspection.”

O. Delete Section 107.4 of the General Provisions and replace it with the following:

“107.4. VENUE AND CHOICE OF LAW

The Owner, the Contractor, and the Contractor's sureties agree that this Contract shall be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas. The terms and provisions of the Contract Documents shall be construed in accordance with the laws and court decisions of the State of Texas."

- P. Delete the following language (which is the first paragraph) from Section 109.5.1. of the General Provisions:

"Between the 25th day and the last day of each month, the Owner shall make an approximate estimate of the value of the work done during the month under the specifications. Whenever the said estimate or estimates of work done since the last previous estimate exceeds \$100 in amount, a percentage of such estimate sum shall be paid the Contractor on or before the 15th day of the month next following. The monthly estimate may include acceptable nonperishable materials delivered to the work; such payment shall be allowed on the same percentage basis of the net invoice value as provided hereinafter. The percent retained by the owner shall normally be up to 10 percent at completion, unless otherwise stated. At the midpoint, or at any subsequent time, if the owner determines that the progress of the Contract is satisfactory in all respects, it may at its discretion cease to retain additional funds until the completion of the project, or until progress ceases to be satisfactory. The owner shall make the sole determination in this matter."

- Q. Add the following language after Section 109.5.1. of the General Provisions:

"109.5.1.1. Applications for Payment. Applications for progress payment ("Application for Payment") will be submitted no more often than monthly and shall be submitted on the dates set forth in the Agreement. Each Application for Payment shall be (1) sworn to and notarized, (2) supported by such data substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents, and (3) submitted by the Contractor for review to the Engineer in form and substance as mandated by the Owner. The Contractor's Application for Payment shall be segregated and detailed in a manner satisfactory to the Owner.

In each Application for Payment, the Contractor shall certify that such Application for Payment represents a just estimate of portion of the Work that is complete as of the last day covered by the

Application for Payment and shall also certify by sworn affidavit as follows:

‘There are no known mechanics’ or materialmen’s liens outstanding at the date of this Application, all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of this Application for Payment, there is no known basis for filing of any mechanics’ or materialmen’s liens on the Work, and waivers from all subcontractors and materialmen have been or, at the time of payment, will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Texas.’

109.5.1.2. Lien Waivers. Concurrent with each Application for Payment, the Contractor shall execute and furnish a waiver and release of its lien rights current through the effective date of such Application for Payment conditioned upon receipt of the payment that is the subject of the application. Beginning with the second Application for Payment, the Contractor shall also deliver with each such Application as a condition precedent to payment thereof, waivers of lien from each of the Subcontractors, Sub-subcontractors, and suppliers current through the effective date of the previous Application of Payment. The Contractor shall also execute and obtain any other reasonable forms as the Owner may require in order to assure an effective waiver and release of mechanics’ and materialmen’s liens in compliance with the laws of the State of Texas. The Contractor shall, if any Subcontractor, Sub-subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the Owner to indemnify against any lien.”

R. Delete Section 109.5.2 of the General Provisions and replace with the following:

“Ten-percent (10%) retainage shall be withheld until 40 days after Final Completion.”

88. CONTRACTOR REPRESENTATIONS: By entering into the Contract, the Contractor makes the following representations to the Town of Addison:

- A. Contractor has examined and carefully studied the Bidding Documents and the related data identified in the Bidding Documents.
- B. The Contractor has visited the Project site where the goods are to be installed or services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of goods and services, if required to do so by the Bidding Documents, or if, in the

Contractor's judgment, any local condition may affect cost, progress, or the furnishing of goods and services.

- C. The Contractor is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the bid that may affect cost, progress, and the furnishing of goods and services.
- D. The Contractor has carefully studied, considered, and correlated the information known to the Contractor; information commonly known to sellers of similar goods doing business in the locality of the Project site where the goods will be installed or where services will be provided; information and observations obtained from the Contractor's visits, if any, to the Project site where the goods will be installed or services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Project site where the goods will be installed or where services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Contractor's obligations under the Bidding Documents.
- E. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Contractor has discovered in the Bidding Documents, and the written resolution (if any) thereof by the Engineer is acceptable to the Contractor.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the goods and services for which the bid is submitted
- G. The Contractor acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents. The Contractor also acknowledges that each unit price includes an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

89. PREVAILING WAGE RATES: Wage rates paid on this Project shall not be less than specified in the schedule of general prevailing rates of per diem wages as set forth below in the Davis Bacon Act General Decision:

General Decision County Index – Publication Date: 01/05/18; Bld-TX291

State: Texas

Construction Type: Building

County: Dallas County, Texas

SPECIAL PROVISIONS

Note: The series of numbers shown after the description are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2004), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fourth Edition (October 2004), or technical specifications number provided with this document.

SP.1 PROJECT

The project covered by these specifications consists of the furnishing and installation of all material, supplies, appurtenances, equipment and labor and any other necessary items required to construct, test and complete, ready for use and operation by the Owner. Final clean up before acceptance by the Owner is included as a part of the project.

SP.2 LEFT BLANK ON PURPOSE

SP.3 DISPOSAL OF SURPLUS MATERIAL

Surplus material not required for other parts of the work and not otherwise specifically covered by the drawings or specifications shall become the property of the Contractor for proper disposal by him.

SP.4 REMOVING OBSTRUCTIONS

Existing driveways, mailboxes, fences, sidewalks, landscaping, signs, and RCP or CMP drainage pipes shall be removed and replaced where necessary. The Contractor shall replace existing obstructions with equal or better materials. The Contractor shall coordinate any removal with the Property Owner.