

CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

M E M O R A N D U M

October 2, 1992

To: Ron Whitehead, City Manager *JRB*

From: John R. Baumgartner, City Engineer

Subject: Celestial Park Parking Improvements - Project Acceptance

Construction of the referenced project has been completed in general conformance with the contract documents. The contractor has furnished the required 1-year maintenance bond and affidavit of bills paid in conjunction with their request for final payment.

The original contract was for \$13,306.40. The value of the actual work performed was \$12,727.90.

The items before the council consist of the following:

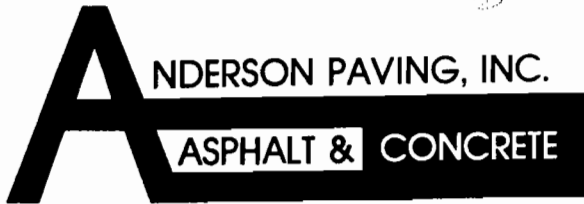
1. Accept the project on behalf of the Town.
2. Authorize final payment of \$1,272.79

Staff recommends these items to council for consideration. If you concur, please have Carmen place an item on the October 13, 1992 council agenda authorizing the staff to accept the project and make final payment to the contractor, Anderson Paving, Incorporated.

/rb

Attachment

cc: Carmen Moran, City Secretary



11343 Mathis Avenue  
 Dallas, Texas 75229  
 (214) 444-8225 FAX 444-8729  
 Fort Worth (817) 870-1247  
 "Paving Dallas Since 1960"

TOWN OF ADDISON

ITEM NO#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
ITEM #101	1	L.S.	MOBILIZATION BONDS & INS	\$450.00	\$450.00
ITEM #102	100	C.Y.	EXCAVATION	\$11.00	\$1,100.00
ITEM #103	142	S.Y.	6" 3000 PSI CONCRETE	\$36.25	\$5,147.50
ITEM #104	156	L.F.	CURB	\$2.50	\$390.00
ITEM #105	180	S.Y.	C.T.B.	\$9.43	\$1,697.40
ITEM #106	152	L.F.	SAW	\$2.00	\$304.00
ITEM #107	63	L.F.	8" STRIPE	\$0.60	\$37.50
ITEM #108	132	L.F.	6" STRIPE	\$0.60	\$79.20
ITEM #109	653	S.F.	4" SIDEWALK	\$4.00	\$2,612.00
ITEM #110	50	S.Y.	SODDING	\$3.00	\$150.00
ITEM #111	2	EACH	HANDICAP RAMP	\$250.00	\$500.00
ITEM #112	1	L.S.	IRRIGATION	\$250.00	\$250.00
ITEM #113	1	L.S.	PAINT	\$10.00	\$10.00
					<b>\$12,727.90</b>

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 9.25.92

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ \_\_\_\_\_

Vendor No. \_\_\_\_\_

Vendor Name Anderson Paving, Inc.

Address 11343 Mathis Ave.

Address Dallas

Address TX

Zip Code 75229

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
92374B						1,272.79
<b>TOTAL</b>						<b>\$ 1,272.79</b>

EXPLANATION Celestial Park Parking

\* Hold until Council Approval October 13, 1992

10% Retainage

[Signature]  
AUTHORIZED SIGNATURE

FINANCE



214-482-25  
 FAX 214/444-8729  
 11343 MATHIS AVE.  
 DALLAS, TEXAS 75229

"Paving Dallas Since 1960"

**Sale Invoice**

Terms: Due Upon Receipt  
 Invoice # 92374B

Transaction Date: 08-31-92  
 Due Date: 09-01-92

**Sold To:**

TOWN OF ADDISON  
 16801 WESTGROVE DRIVE  
 P.O. BOX 144  
 ADDISON, TEXAS 75001

**Ship To:**

CELESTIAL PARK  
 CELESTIAL DRIVE AND  
 BELBROOK WAY  
 ADDISON, TEXAS

Item ID	Description	Qty	UM	Price	Extension
CELESTIAL PARK	SEE ATTACHED	1.00		1,272.79	1,272.79

Subtotal 1,272.79

Total Invoice 1,272.79

THANK YOU FOR YOUR BUSINESS!!!

Net Due 1,272.79

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 9 | 25 | 92

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ \_\_\_\_\_

Vendor No. \_\_\_\_\_

Vendor Name

Anderson Paving, Inc.

Address

11343 Mothers Ave.

Address

Dallas

Address

TX

Zip Code

75229

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
92374A						11,455.11
TOTAL						\$11,455.11

EXPLANATION

Celestial Park Parking

AUTHORIZED SIGNATURE

FINANCE



11343 Mathis Avenue  
Dallas, Texas 75229  
(214) 444-8225 FAX 444-8729  
Fort Worth (817) 870-1247  
*"Paving Dallas Since 1960"*

September 24, 1992

Mr. John Baumgartner  
City Engineer  
Town of Addison  
16801 Westgrove Drive  
P. O. Box 144  
Addison, TX 75001

RE: Tree replacement if needed.

Dear John,

Anderson Paving, Inc. agrees to replace any of the trees that do not bear leaves due to the lack of water from the construction of the Celestial Park Parking Improvements.

Thank you,



David Anderson  
General Manager



11343 Mathis Avenue  
Dallas, Texas 75229  
(214) 444-8225 FAX 444-8729  
Fort Worth (817) 870-1247  
"Paving Dallas Since 1960"

SEPTEMBER 10, 1992

MR. JOHN BAUMGARTNER  
CITY ENGINEER  
TOWN OF ADDISON  
16801 WESTGROVE DRIVE  
P O BOX 144  
ADDISON, TX 75001

RE: EXPLANATION FOR COMPLETION TIME OVER-RUN.

DEAR MR. BAUMGARTNER,

ON JULY 24TH WE RECEIVED BY FAX THE NOTICE TO PROCEED FROM THE OFFICE OF MR. CLYDE JOHNSON. AS OUTLINED IN THE NOTICE, ACCORDING TO THE CONTRACT DOCUMENT, WE WERE TO BEGIN WORK NO LATER THAN AUGUST 3RD.

THE ORIGINAL JOB SCHEDULE WAS TO BE FINISHED WITH THE PROJECT BY THURSDAY, AUGUST 13TH. THE PLAN WAS TO SAW ON FRIDAY, JULY 31ST. EXCAVATE MONDAY, AUGUST 3RD. INSTALL C.T.B. TUESDAY, AUGUST 4TH. FORM AND INSTALL REINFORCEMENTS WEDNESDAY, AUGUST 5TH. POUR PAVING THURSDAY, AUGUST 6TH. EXCAVATE AND FORM SIDEWALK FRIDAY, AUGUST 7TH. POUR SIDEWALK MONDAY, AUGUST 10TH. BACKFILL, SEAL JOINTS AND SOD TUESDAY, AUGUST 11TH. CLEAN WEDNESDAY, AUGUST 12TH. STRIPE THURSDAY, AUGUST 13TH. WE HAD THE NEXT TWO WEEKS SCHEDULED FOR A FULTS MANAGEMENT JOB TO INSTALL 26 WHEEL CHAIR RAMPS (AT THREE LOCATIONS) TO CONFORM TO NEW A.D.A STANDARDS. THOSE DAYS WERE INSTEAD SPENT DOING THE FOLLOWING:

ON FRIDAY, JULY 31ST WE LAID OUT THE PROJECT, SAWED AND DISCONNECTED THE SPRINKLER SYSTEM. MONDAY, AUGUST 3RD WE EXCAVATED AND AT APPROXIMATELY 2:00PM BROKE A WATER MAIN BLEED OFF. THE WATER COMPANY ARRIVED APPROXIMATELY AN HOUR LATER AND HAD THE LEAK FIXED BETWEEN 5:30PM AND 6:00PM. THEY LEFT A LARGE HOLE IN THE WORK AREA AND A LARGE PILE OF MUD IN THE STREET. ALSO THE WATER VALVE PIPE WAS LEFT LEANING. ON TUESDAY, AUGUST 4TH AT APPROXIMATELY 8:00AM I CALLED AND LEFT A MESSAGE FOR LARRY WINN TO CALL ME SO I COULD TALK TO HIM ABOUT THE PROBLEM, HE NEVER CALLED ME BACK. AT APPROXIMATELY 3:00PM BRUCE ELLIS CALLED ME AND TOLD ME TO BACKFILL THE HOLE OURSELVES AND WE WOULD WORK OUT THE EXTRA COST DUE TO THE PROJECT SIZE BEING REDUCED. I ALSO TOLD HIM ABOUT THE PROBLEM I WAS HAVING

WITH DALLAS WATER UTILITIES. ON WEDNESDAY, AUGUST 5TH AT 7:15AM I CALLED TO TALK TO LARRY WINN AND HE WASN'T THERE. I TOLD THE MAN THAT ANSWERED THE PHONE (DIDN'T GET HIS NAME) THE PROBLEM AND HOW IMPORTANT IT WAS TO GET IT SOLVED, BECAUSE OF TIME RESTRICTIONS, HE SAID THE PROBLEM WOULD BE SOLVED AND HE WOULD MAKE SURE LARRY CALLED ME BACK. AT 7:30AM I LEFT A MESSAGE ON BRUCE'S RECORDER TO LET HIM KNOW THAT WE WOULD NOT BE ABLE TO WORK ON THE JOB THAT DAY BECAUSE OF THE WATER VALVE PIPE LEANING AND I STILL DID NOT HAVE A DEFINITE ANSWER FROM LARRY WINN AS TO WHEN THE MUD WOULD BE MOVED. AT 8:10AM LARRY WINN CALLED ME AND SAID THE EARLIEST HE COULD SCHEDULE TO MOVE THE MUD AND STRAIGHTEN THE PIPE WOULD BE THURSDAY MORNING, BUT IF A MAIN BROKE ANYWHERE, THAT WOULD HAVE PRIORITY. THESE PROBLEMS WERE TAKEN CARE OF THURSDAY. WE FINISHED EXCAVATION FRIDAY AND FORMED THE AREA ON MONDAY, AUGUST 10TH. FINE GRADED AND INSTALLED C.T.B. ON TUESDAY. BY THIS TIME OUR PAVING PEOPLE WERE GETTING STARTED ON THE FULTS JOB AND THAT IS WHEN THE NON-PRODUCTIVE DAYS BEGAN ON THE PROJECT.

I UNDERSTAND THAT THERE WAS PLENTY OF TIME AFTER THE PROBLEMS WERE SOLVED TO FINISH THE JOB ON TIME, BUT IN ORDER FOR ME TO DO THAT I WOULD HAVE HAD TO CHANGE A SCHEDULE THAT WOULD AFFECT MANY OF FULTS MANAGEMENT'S TENANTS WHO WOULD NOT UNDERSTAND. I ALSO FULLY UNDERSTAND THAT THIS DOES NOT AUTOMATICALLY RELEASE ANDERSON PAVING INC. FROM ITS RESPONSIBILITY TO COMPLETE THE JOB ON TIME. I DO HOWEVER HOPE YOU CAN FIND A WAY TO NOT CHARGE ME LIQUIDATED DAMAGES ON THIS JOB. I WOULD ALSO LIKE TO SAY THAT EVERYONE, INCLUDING CLYDE JOHNSON, SLADE STRICKLAND, RON LEE, BRUCE ELLIS AND YOURSELF ARE TRUE PROFESSIONALS AND IT WAS A PLEASURE WORKING WITH ALL OF YOU.

SINCERELY,



DAVID ANDERSON  
GENERAL MANAGER





44-8225  
 FAX 214/444-8729  
 11343 MATHIS AVE.  
 DALLAS, TEXAS 75229

"Paving Dallas Since 1960"

Sale Invoice  
 Terms: Due Upon Receipt  
 Invoice # 92374A

Transaction Date: 08-31-92  
 Due Date: 09-01-92

Sold To:  
 TOWN OF ADDISON  
 16801 WESTGROVE DRIVE  
 P.O. BOX 144  
 ADDISON, TEXAS 75001

Ship To:  
 CELESTIAL PARK  
 CELESTIAL DRIVE AND  
 BELBROOK WAY  
 ADDISON, TEXAS

Item ID	Description	Qty	UM	Price	Extension
CELESTIAL PARK	SEE ATTACHED	1.00		11,455.11	11,455.11

Subtotal 11,455.11

-----  
 Total Invoice 11,455.11  
 -----

THANK YOU FOR YOUR BUSINESS!!!

-----  
 Net Due 11,455.11  
 -----



**STREET DEPARTMENT**

Post Office Box 144, Addison, Texas 75001

(214) 450-2841 FAX (214) 931-6643

16801 Westgrove

August 21, 1992

**MEMORANDUM**

To: Mayor Lynn Spruill

From: Robin Jones *RJ*

Re: Request to abandon roadway - east end of Celestial Road

Lynn, please consider the following regarding the request from Mr. Watson to abandon the roadway in front of his home on Celestial Road.

Mr. Watson states in his letter that the reason he is requesting the abandonment of this roadway easement is for the security of his home. He states that he has people parking on the road, and trespassing on his property.

I think both of these problems can be solved by better signage and better enforcement. We can add an additional "No Parking" sign and Mr. Watson can post his property as "Private". I'm sure our Police department would be more than happy to site any violators.

If the Town were to abandon this portion of roadway, the Roadway would normally be split down the center with %50 going to Mr. Watson and 50% going to the property owner on the north side of the street. As the property on the north side develops, it is likely that the property owner would want a drive access to Celestial. Whether this is what Mr. Watson envisions happening or not is unknown at this time.

Another situation to consider is that as the property on the north side of the street is divided and develops, the Town would probably acquire from each lot a 25 foot easement along White Rock Creek. This easement would be a natural extension of the Jogging trail and would probably connect to that portion of Celestial Road under discussion for abandonment.

Finally, the Town has various utilities under the roadway, i.e. water, sewer, and drainage. Our access to these would be affected by whatever each property owner actually did with the abandoned roadway.

In summary Lynn, there is absolutely no benefit to the Town and questionable benefit to Mr. Watson for the abandonment of this roadway. I recommend against it.

If I may be of further service, please call.

cc: Ron Whitehead  
John Baumgartner

Ronald D. Watson  
5656 Celestial Road  
Addison, Texas 75240

August 2, 1992

Ms. Lynn Spruill  
Mayor  
City of Addison  
Addison, Texas 75240

Dear Ms. Spruill:

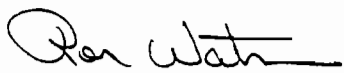
I would like to request that the city of Addison abandon the roadway easement in front of our property. As it is now, a dead end street sign and a no parking street sign stands. These signs are both attached to a steel guardway that crosses the street.

This easement is a constant hazard for many reasons. First, and most important, is the security of our home. Through the course of the day, numerous cars pull up and park. This leads to the next hazard, the access to our property. We have thick trees that block the visibility of the roadway to our house. The area is very inviting to mountain bikers and hikers. I have often had to ask people to leave the property. The trespassers claim they had no idea they were exploring on private property.

We now maintain the roadway easement in front of our property. We continuously have to pick up beer cans and trash. With the release of the easement, we plan to design an enclosure fence to detour the parkers and property wanders.

I would appreciate your advising me regarding the steps necessary to expedite the abandonment of this easement. My office phone is 443-2535, and the house is 991-5656. Your assistance is greatly appreciated.

Yours truly,

  
Ronald D. Watson

COPY



FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road

(214) 450-7091 Facsimile (214) 386-0938

P. O. Box 144 Addison, Texas 75001

July 24, 1992

Mr. David Anderson  
General Manager  
Anderson Paving, Inc.  
11343 Mathis Ave.  
Dallas, TX 75229

RE: Notice to Proceed, Celestial Park Parking Improvements, Bid  
No: 92-36.

Dear Mr. Anderson:

Receipt of this document authorizes Anderson Paving to provide all labor and materials as outlined in the specifications. Anderson Paving is to perform all work according to the time schedule, bid price, and other terms and conditions of the contract documents.

Enclosed please find a completed copy of the contract documents for your file.

Work shall begin by August 3, and be completed within twenty four calendar days after work commences. Please contact me at 450-7090, if you have any questions, or if I can be of assistance to you.

Sincerely yours,

*Clyde Johnson*

Enclosures

cc: John Baumgartner, City Engineer  
Bruce Grantham, Espey, Huston

COPY

Revised 7-17-92

BID SCHEDULE  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
ADDISON, TEXAS

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
101	1	L.S.	Mobilization, bonds and insurance _____ Dollars _____ Cents	\$ _____	\$ _____
102	90	C.Y.	Unclassified excavation, including hauling and disposal of surplus material _____ Dollars _____ Cents	\$ _____	\$ _____
103	145	S.Y.	6", 3000 PSI reinforced concrete pavement, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
104	156	L.F.	6" concrete integral curb, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
105	165	S.Y.	5" thick cement treated base (CTB) supplied from central mixing plant, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
106	145	L.F.	Full depth sawed breakout groove _____ Dollars _____ Cents	\$ _____	\$ _____

Revised 7-17-92

BID SCHEDULE  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
ADDISON, TEXAS  
(cont'd)

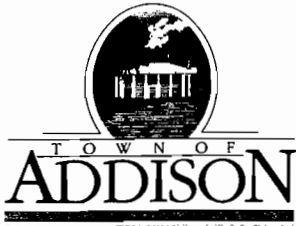
<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
107	63	L.F.	Install 8" wide white reflectorized paint lane marking, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
108	132	L.F.	Install 6" wide white reflectorized paint lane marking, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
109	600	S.F.	4", 3000 PSI reinforced concrete sidewalk with exposed aggregate surface, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
110	47	S.Y.	Block sodding, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
111	2	EA.	3000 PSI concrete handicap ramp, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____

Revised 7-17-92

BID SCHEDULE  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
ADDISON, TEXAS  
(cont'd)

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
112	1	L.S.	Removal or relocation of irrigation system as directed by the Town of Addison _____ Dollars _____ Cents	\$ _____	\$ _____
113	1	L.S.	Paint handicap space marker _____ Dollars _____ Cents	\$ _____	\$ _____
TOTAL PROJECT BID					\$ _____
_____ (spelled out in words)				Dollars Cents	\$ _____ (in figures)

The completion time for this contract is 24 calendar days.



**FINANCE DEPARTMENT / PURCHASING DIVISION**  
(214) 450-7091 Facsimile (214) 386-0938

5350 Belt Line Road  
P. O. Box 144 Addison, Texas 75001

July 15, 1992

Mr. David W. Anderson  
Anderson Paving Inc.  
11343 Mathis Ave.  
Dallas, TX 75229

**RE: NOTICE OF AWARD**  
**Town of Addison Celestial Park Parking Improvements**  
**Bid # 92-36**

Dear Mr. Anderson:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 92-36.

You will receive a "Notice to Proceed" when the signed contracts, Insurance Certificates, and Bonds called for in the Bid Documents are received. You have agreed to submit a completed contract with bonds and certificates as soon as possible, but no later than ten days, by July 25, 1992.

The contract beginning date will be within five days from the Notice to Proceed, but no later than July 31, 1992.

Enclosed are three completed copies of the contract to be signed by an authorized officer or principal of your firm. Also enclosed is a tax exemption certificate.

Please mail invoices to Accounts Payable, Town of Addison, P.O. Box 144, Addison, Texas 75001.

If you have any questions or if I can be of assistance to you, please contact me at 450-7090.

Sincerely,

Clyde Johnson  
PURCHASING AGENT

Enclosures

cc: John Baumgartner, City Engineer  
Bruce Grantham, Espey, Huston



**SECTION CA**  
**AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of JULY, 1992, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and ANDERSON PAVING INC, of the City of DALLAS, County of DALLAS, State of TEXAS, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**Celestial Park Parking Improvements**

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 24 calendar days after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \$ 13,306.40 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

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

\_\_\_\_\_  
City Secretary

ANDERSON PAVING, INC  
Party of the Second Part  
(CONTRACTOR)

ATTEST:

✓ \_\_\_\_\_

By: ✓ \_\_\_\_\_

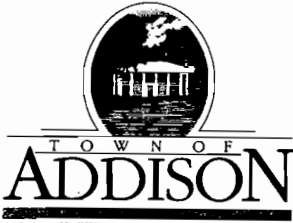
The following to be executed if the CONTRACTOR is a corporation:

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said  
(official title)

Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_


Corporate Seal



**FINANCE DEPARTMENT / PURCHASING DIVISION**  
(214) 450-7091 Facsimile (214) 386-0938

5350 Belt Line Road  
P. O. Box 144 Addison, Texas 75001

**M E M O R A N D U M**

**To:** Ron Whitehead, City Manager  
**From:** Clyde T. Johnson, Purchasing Manager  
John Baumgartner, City Engineer   
**Date:** July 13, 1992  
**Subject:** Council Award from Bids for Celestial Park - Parking Improvements.

**SUMMARY:**

Council award is requested for the purchase of services for the construction of Parking Improvements for Celestial Park.

**BACKGROUND:**

Bids were opened on July 13, 1992, and of the nine bid invitations picked up, six bids were submitted. A summary of the bid opening is attached in the form of a "Bid Tabulation".

**FINANCIAL IMPACT:**

Funds are available for the project and the recommended expenditure is \$ 13,306.40.

**RECOMMENDATION:**

Staff recommends that the council award the bid to Anderson Paving for Celestial Park - Parking Improvements.

Anderson Paving submitted the low bid that meets specifications.

BID NUMBER 92-36  
CELESTIAL PARK-PARKING IMPROVEMENTS  
BID TABULATION

BIDDER	BID BOND	FORM SIGNED	TOTAL AMOUNT
ALL-TEX	yes	yes	\$28,574.50
ANDERSON PAVING	yes	yes	\$13,306.40
CAMINO CONSTRUCT.	yes	yes	\$18,080.91
GIBSON	yes	yes	\$18,860.75
ORENA CONSTRUCT.	yes	yes	\$16,666.00
RIDGEMONT COMPANY	yes	yes	\$27,155.00

*Clyde Johnson*  
*July 13, 1992*

BID FORM

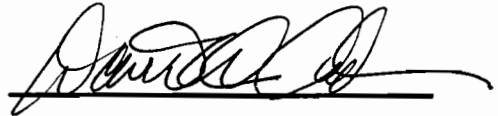
7-8, 1992

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

Gentlemen:

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

Signed by:

A handwritten signature in black ink, appearing to be "D. Smith", written over a horizontal line.

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

BID SCHEDULE  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
ADDISON, TEXAS

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
101	1	L.S.	Mobilization, bonds and insurance <u>FOUR HUNDRED FIFTY</u> Dollars <u>NO</u> Cents	\$ <u>450.</u>	\$ <u>450.</u>
102	100	C.Y.	Unclassified excavation, including hauling and disposal of surplus material <u>ELEVEN</u> Dollars <u>NO</u> Cents	\$ <u>11.00</u>	\$ <u>1,100.</u>
103	160	S.Y.	6", 3000 PSI reinforced concrete pavement, complete in place <u>THIRTY-SIX</u> Dollars <u>TWENTY-FIVE</u> Cents	\$ <u>36.25</u>	\$ <u>5,800.</u>
104	172	L.F.	6" concrete integral curb, complete in place <u>TWO</u> Dollars <u>FIFTY</u> Cents	\$ <u>2.50</u>	\$ <u>430.</u>
105	180	S.Y.	5" thick cement treated base (CTB) supplied from central mixing plant, complete in place <u>NINE</u> Dollars <u>Forty-three</u> Cents	\$ <u>9.43</u>	\$ <u>1,697.40</u>
106	161	L.F.	Full depth sawed breakout groove <u>TWO</u> Dollars <u>NO</u> Cents	\$ <u>2.00</u>	\$ <u>322.</u>

BID SCHEDULE  
**CELESTIAL PARK**  
**PARKING IMPROVEMENTS**  
**ADDISON, TEXAS**  
 (cont'd)

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
107	63	L.F.	Install 8" wide white reflectorized paint lane marking, complete in place <u>NO</u> Dollars <u>SIXTY</u> Cents	\$ <u>.60</u>	\$ <u>37.80</u>
108	132	L.F.	Install 6" wide white reflectorized paint lane marking, complete in place <u>NO</u> Dollars <u>SIXTY</u> Cents	\$ <u>.60</u>	\$ <u>79.20</u>
109	620	S.F.	4", 3000 PSI reinforced concrete sidewalk with exposed aggregate surface, complete in place <u>FOUR</u> Dollars <u>NO</u> Cents	\$ <u>4.00</u>	\$ <u>2,480.</u>
110	50	S.Y.	Block sodding, complete in place <u>Three</u> Dollars <u>NO</u> Cents	\$ <u>3.00</u>	\$ <u>150.</u>
111	2	EA.	3000 PSI concrete handicap ramp, complete in place <u>TWO HUNDRED FIFTY</u> Dollars <u>NO</u> Cents	\$ <u>250.</u>	\$ <u>500.</u>

BID SCHEDULE  
**CELESTIAL PARK**  
**PARKING IMPROVEMENTS**  
**ADDISON, TEXAS**  
 (cont'd)

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
112	1	L.S.	Removal or relocation of irrigation system as directed by the Town of Addison <u>Two Hundred Fifty</u> Dollars <u>NO</u> Cents	\$ <u>250.</u>	\$ <u>250.</u>
113	1	L.S.	Paint handicap space marker <u>TEN</u> Dollars <u>NO</u> Cents	\$ <u>10.00</u>	\$ <u>10.</u>

TOTAL PROJECT BID \$ 13,306.40

Thirteen Thousand Three Hundred Six Dollars  
Forty Cents \$ 13,306.40  
 (spelled out in words) (in figures)

The completion time for this contract is 24 calendar days.



A Corporation

By ANDERSON PAVING INC.  
(Corporation Name)

TEXAS  
(State of Incorporation)

By DAVID W. ANDERSON  
(Name of Person Authorized to Sign)

GENERAL MANAGER  
(Title)

(Corporate Seal)

Attest Dug Kidd  
(Secretary)

Business address: 11343 MATHIS AVE  
DALLAS TEXAS 75229

Phone No. (214) 444-8225

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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



**TEXAS INDUSTRIES, INC.**

7610 STEMMONS FREEWAY • DALLAS, TEXAS 75247 • (214) 667-6700

WAIVER OF LIEN

**TO WHOM IT MAY CONCERN:**

For and in consideration of the receipt of \$2647.82 from **ANDERSON ASPHALT CONSTRUCTION** the receipt of which is hereby acknowledged, Texas Industries, Inc. does hereby waive and relinquish any and all claims and rights of lien for concrete related material furnished in respect to the **CELESTIAL PARK PARKING IMPROVEMENT** through **SEPTEMBER 10, 1992**.

Provided further, this release shall not become effective until all checks given as part of the consideration hereof shall have been honored and paid in full.

TEXAS INDUSTRIES, INC.

By: Eddie Dickinson  
Eddie Dickinson

STATE OF TEXAS

COUNTY OF DALLAS

This 10TH day of SEPTEMBER, being personally known to me, **Eddie Dickinson**, appeared before me and executed the foregoing Waiver of Lien and acknowledged such execution to be his free act and deed.

[Signature]  
Notary Public, State of Texas

SECTION BP  
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

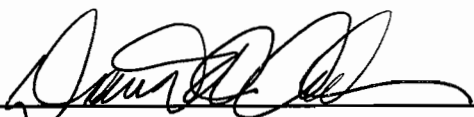
COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared DAVID  
ANDERSON, who, being duly sworn, on oath, says that he is a legal representative of  
ANDERSON PAVING INC.  
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as

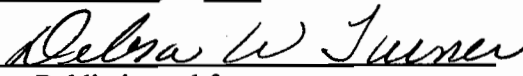
92-36  
(Project No.)  
CELESTIAL PARK PARKING IMPROVEMENTS

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

  
\_\_\_\_\_  
Signature

GENERAL MANAGER  
\_\_\_\_\_  
Title

Sworn to and subscribed before me this 11 day of SEPTEMBER, 19 92.

  
\_\_\_\_\_  
Notary Public in and for  
DALLAS County, Texas

# TEAM CONSULTANTS, INC.

Geotechnical, Environmental, Construction Materials Testing

## CONCRETE STRENGTH REPORT (ASTM C-39), (ASTM C-293) OR (TEX-420-A)

Anderson Paving  
11343 Mathis Avenue  
Dallas, Texas 75229

DATE: 08/29/92      REPORT NO.: 4  
JOB NO.: 92630

PROJECT: Celestial at Bellbrook  
Addison, Texas

Cyl or Beam No.	Location	Date Break	Date Made	Slump(in.)		Air (%)		Strength (psi)	
				ASTM (C-143)	ASTM (C-231)	7-Day	28-Day	28-Day Specs.	
1-A	Front Parking Area	08/28	08/21	5.5"	4.0	2260		3000	
B	Celestial & Bellbrook	09/18	08/21						
C		09/18	08/21						

REMARKS: Conical fracture unless otherwise noted.  
Diameter 6.00" unless otherwise noted.

TEAM Consultants, Inc.

By: Ronald L. Bannister  
Ronald L. Bannister

sh

**TEAM CONSULTANTS, INC.**  
 2970 S. Walton Walker, Suite 101      Dallas, Texas 75211  
 214/331-4395

**CONCRETE PLACEMENT REPORT NO. 3**

TO: Anderson Paving  
 Mr. David Anderson  
 11343 Mathis Avenue  
 Dallas, TX 75229

DATE: 08/21/92

JOB TITLE: Celestial at Bellbrook

JOB NO.: 92630

Addison, Texas

START UP TIME: 10:30

SHUT DOWN TIME: 11:30

DESIGN USED: TXI

TOTAL CU. YDS. PRODUCED: \_\_\_\_\_

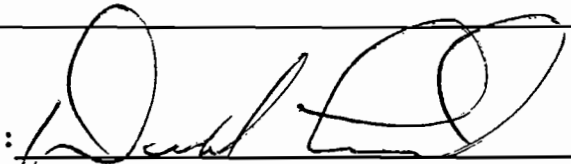
TOTAL NO. OF BATCH CHANGES: \_\_\_\_\_

TIME MADE	CYLINDER SET NOS.	LOCATION	TRUCK NO.	CUBIC YARDS	SLUMP	WATER ADDED AT SITE	PERCENT AIR	UNIT WT.	TEMP. (F°)	REMARKS
11:00	1 A-C	Front Parking Area	061 209 201	9.0 9.0 9.0	5.5	Ø	4.0		88°	

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Cyl. P/U: 08/24/92

TIME ON: 9:30                              12:30  
 TIME OFF: 11:30                          2:00  
 TECH. TIME: 2.0 hrs.                    1.5 hr.  
 TRIP CHARGE: 1                            1

SIGNED:   
 Donald Livergood, Technician

~~Please save for 30 days in closed file~~

FILE

Clyde -

The advertisement  
can run on  
dates requested -

Give me a  
call if you  
have questions

Total Cost  
\$158,40

Thanks  
Margie

817-695-0578

ADVERTISEMENT FOR BIDS

1. Sealed bids to the Town of Addison, Texas for Celestial Park Parking Improvements, for the Town of Addison, Texas, hereinafter called "City" in accordance with plans, specifications and contract documents prepared by Espey, Huston & Associates, Inc., will be received at the office of Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until 10:00 a.m. on the 13th day of July, 1992. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.

2. The Contractor shall identify his bid on the outside of the envelope by writing the words TOWN OF ADDISON CELESTIAL PARK PARKING IMPROVEMENTS.

3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.

4. Plans, specifications and bidding documents may be secured from Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas.

5. The right is reserved by the Mayor and the City Council as the interest of the City may require to reject any or all bids and to waive any informality in bids received.

6. The Bidder (Proposer) must supply all the information required by the Proposal Form.

7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety.

8. The project consists of approximately 200 square yards of concrete paving, pavement markings, and miscellaneous improvements necessary to complete the work.

9. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7990. For information on the work to be performed, call John Baumgartner, City Engineer, (214) 450-2886.

MN CPN 100  
PUB: 06/28/92 & 07/02/92

6/23 FAX TO: JOHN BAUMGARTNER  
BRUCE GRANTHAM

ADVERTISEMENT FOR BIDS

1. Sealed bids to the Town of Addison, Texas for Celestial Park Parking Improvements, for the Town of Addison, Texas, hereinafter called "City" in accordance with plans, specifications and contract documents prepared by Espey, Huston & Associates, Inc., will be received at the office of Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until 10:00 a.m. on the 13th day of July, 1992. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words TOWN OF ADDISON ~~CELESTIAL PARK~~ ~~PARKING IMPROVEMENTS~~
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas.
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7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety.
8. The project consists of approximately 200 square yards of concrete paving, pavement markings, and miscellaneous improvements necessary to complete the work.
9. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7090. For information on the work to be performed, call John Baumgartner, City Engineer, (214) 450-2886.

Copies:  
Ron  
Robin  
Slade  
Clyde

FAST TRACK SCHEDULE  
FOR  
CELESTIAL PARK PARKING IMPROVEMENTS

JUNE 18, 1992

TOWN ISSUES ENGINEER NOTICE TO PROCEED	JUNE 18
ENGINEER COMPLETES PLANS AND SPECIFICATIONS	JUNE 25
FIRST ADVERTISEMENT	JUNE 25
SECOND ADVERTISEMENT	JULY 2
OPEN BIDS	JULY 13
COUNCIL AWARDS BID	JULY 14
TOWN ISSUES NOTICE OF AWARD	JULY 15
CONTRACTOR TURNS IN SIGNED CONTRACT, BONDS AND INSURANCE	JULY 22
TOWN ISSUES CONTRACTOR NOTICE TO PROCEED	JULY 23
SUBSTANTIAL COMPLETION (Weather Permitting)	AUGUST 15
STREET DEPARTMENT INSTALLS SIGNAGE	AUGUST 16



EXHIBIT A

CELESTIAL PARK PARKING IMPROVEMENTS  
COST PROJECTION

JUNE 16, 1992

SURVEYING	\$ 1,000.00
CONSTRUCTION DOCUMENTS AND BIDDING	\$ 3,400.00
CONSTRUCTION COSTS	\$10,500.00
CONSTRUCTION ADMINISTRATION/INSPECTION	STAFF
CONTINGENCY	\$ 1,500.00
	<hr/>
ESTIMATED PROJECT COST	\$16,400.00



**ESPEY,  
HUSTON &  
ASSOCIATES, INC.**  
Engineering & Environmental Consultants

June 15, 1992

Mr. John Baumgartner  
City Engineer  
Town of Addison  
P.O. Box 144  
Addison, TX 75001

EH&A Proposal No. 92-0468

Re: Proposal for Engineering and Surveying Services

Dear Mr. Baumgartner:

Espey, Huston & Associates, Inc. (EH&A) is pleased to present a proposal to provide the engineering design and surveying services required to install ~~six~~ <sup>Five</sup> parking spaces on Celestial Road immediately west of Bellbrook Drive.

The following assumptions have been made in preparing this proposal:

1. The parking spaces will be installed parallel to the existing roadway.
2. No utility relocations will be required other than possibly the irrigation system.
3. No landscaping improvements are included.
4. A storm sewer inlet and relief line may be required behind the new curb.
5. One plan sheet only will be prepared for the proposed improvements.

EH&A proposes to complete this project in accordance with the fee schedule provided below:

Proposed Fee Schedule

Phase 1	Survey	\$1,000 (Fixed Fee)
Phase 2	Construction Plan and Bid Documents	\$2,900 (Fixed Fee)
Phase 3	Bidding Services including Printing of Bid Documents	\$ 500 (Fixed Fee)
Phase 4	Construction Observation (based on 3 visits at \$300 per visit)	\$ 900 (Time and Materials)
	Total Estimated Fee	<u>\$5,300</u>

Mr. John Baumgartner  
June 15, 1992  
Page 2

A manhour breakdown in support of the proposed fee is provided in Exhibit A.

The fee for Phase 4 is proposed on a Time and Materials basis in accordance with EH&A's standard rate schedule (see Exhibit B) as the level of EH&A's involvement in this phase is uncertain at this time. The estimated fee for this phase is provided for the Town of Addison's budgeting purposes.

EH&A appreciates the opportunity to provide this proposal. Please contact me if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'BRG', is written over the word 'Sincerely,'.

Bruce R. Grantham, P.E.  
Assistant District Manager

BRG:jkn

Attachments

EXHIBIT A**MANPOWER BREAKDOWN  
(Phase 1 and Phase 2)**

<u>Task Description</u>	<u>Project Manager</u>	<u>Project Engineer</u>	<u>CADD Technician</u>	<u>Survey Technician</u>	<u>Survey Crew</u>
Coordination Meetings	2				
Utility Coordination	1	2			
Construction Plan and Details	2	8	30		
Topographic Survey				8	8
Total Hours	5	10			
Hourly Rate \$	500	75	55	50	75
Proposed Fee \$	500	750	1,650	400	600
Total Proposed Fee					
- Phase 1	\$2,900				
- Phase 2	\$1,000				



TEXAS INDUSTRIES, INC.



1800 S. Beltline Road  
Coppell, TX 75019 (214)471-2211

DATE	ORG/PLANT	ORDER NO.	CUSTOMER NO.	LOCATION/SIC	TICKET NO.
08/11/92	405 Coppell	CB1054	12200	SILO:	700382

SOLD TO: ANDERSON ASPHALT

SHIP TO: 11343 MATHIS AVENUE  
CELESTIAL RD. & BELL BROOK DR.  
ADDISON

P.O. NO.:

CUSTOMER JOB NO.:

MAPSCO: INVOICE TICKET  
Zone: 0001 Contract Haul

OWNER PROJECT NO.:

Tax Code: T-007 3.25%

Acceptance of material (indicated by signature below) releases Texas Industries, Inc., and/or its divisions and subsidiaries from any and all liability, damage, loss claims, demands and actions of any nature whatsoever for use of these materials. ([Materials to include all materials supplied by Texas Industries, Inc.] [See specific disclaimers and warnings on the reverse side here of.])  
Customer and/or carrier (not to include Texas Industries, Inc., owned and operated vehicles), shall not be deemed for any purpose to be an agent, servant or representative of Texas Industries, Inc., in the transportation and delivery of the product(s) covered by this order. Customer and/or carrier represents that materials purchased are for delivery and/or use at the destination set forth in the delivery address.

WEIGHMASTER	CARRIER SIGNATURE	CUSTOMER SIGNATURE		
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>		
TIME IN	TIME OUT	ELAPSED TIME	CARRIER	VEHICLE ID
14:54	14:54	00:00	45 SPARKMAN	200 SPARKMAN

PRELOAD:N  
HOLD:N  
TKT. #:

*[Large Signature]*

FREIGHT PROTECT:

PRODUCT	UOM
4950 Class A CTB 400	19.88 IT

GROSS: 60960 LB  
TARE: 21200 LB  
NET: 39760 LB\*  
19.88 IT

Total Material shipped Today on Sales Order: 35.71 IT (2 LOADS)

C.T.B.



Aggregate materials have color variations that may be either natural in occurrence or caused by production processes. These materials may also contain trace iron that may become very noticeable. Since the occurrence of these conditions cannot be anticipated, Texas Industries, Inc., disclaims any and all liability for color variation caused by production processes, natural occurrences, and/or trace iron.

Even though cementitious materials are subjected to strict quality control and consistent manufacturing procedures to achieve uniformity of color and performance, color variations may occur in our cement.

**WARNING! CAUSES IRRITATION: HARMFUL IF INHALED.** Avoid contact with eyes, skin, and clothing. Irritation of eyes, skin, or nasal passages may occur. **WASH THOROUGHLY AFTER HANDLING.** Breathing dust may result in lung disease, can cause inflammation of the cornea, may result in the development of pulmonary disease, include pneumoconiosis and silicosis. **USE PROTECTIVE MASK.**

Lightweight Aggregate/Sand/Gravel	Cementitious Material	Limestone
Health: 2	Health: 2	Health: 1
Flammability: 0	Flammability: 0	Flammability: 0
Reactivity: 0	Reactivity: 1	Reactivity: 1
Personal Protection: Dust Mask	Personal Protection: Dust Mask	Personal Protection: Dust Mask

~~003874~~ FORM NO.

CUSTOMER COPY



TEXAS INDUSTRIES, INC.

1800 S. Beltline Road  
Coppell, TX 75019 (214)471-8211



DATE	ORG/PLANT	ORDER NO.	CUSTOMER NO.	LOCATION/SILO	TICKET NO.
08/11/92	405 Coppell	CB1894	12200	SIL0:	700383

SOLD TO: ANDERSON ASPHALT

SHIP TO: 11343 MATHIS AVENUE  
CELESTIAL RD. & BELL BROOK DR.  
ADDISON

P.O. NO.:

CUSTOMER JOB NO.:

MAPSCO:  
Zone: 0001 Contract Haul  
Tax Code: T-A07 6.25 %

INVOICE TICKET

OWNER PROJECT NO.:

Acceptance of material (indicated by signature below) releases Texas Industries, Inc., and/or its divisions and subsidiaries from any and all liability, damage, loss claims, demands and actions of any nature whatsoever for use of these materials. ([Materials to include all materials supplied by Texas Industries, Inc.] [See specific disclaimers and warnings on the reverse side here of.])  
Customer and/or carrier (not to include Texas Industries, Inc., owned and operated vehicles), shall not be deemed for any purpose to be an agent, servant or representative of Texas Industries, Inc., in the transportation and delivery of the product(s) covered by this order. Customer and/or carrier represents that materials purchased are for delivery and/or use at the destination set forth in the delivery address.

WEIGHT MASTER				CARRIER SIGNATURE		CUSTOMER SIGNATURE	
TIME IN	TIME OUT	ELAPSED TIME					
15:13	15:13	00:00	31	SLG		390	SLG

PRELOAD:N

HOLD:N

TKT. #:

FREIGHT PROTECT:

PRODUCT	UOM
4950 Class A CTB 400	16.02 IT

GROSS: 52900 LB  
TARE: 20940 LB  
NET: 32040 LB  
16.02 IT

Total Material shipped Today on Sales Order: 51.73 IT (3 LOADS)

CUSTOMER COPY

FORM NO. 223615

Aggregate materials have color variations that may be either natural in occurrence or caused by production processes. These materials may also contain trace iron that may become very noticeable. Since the occurrence of these conditions cannot be anticipated, Texas Industries, Inc., disclaims any and all liability for color variation caused by production processes, natural occurrences, and/or trace iron.

Even though cementitious materials are subjected to strict quality control and consistent manufacturing procedures to achieve uniformity of color and performance, color variations may occur in our cement.

**WARNING! CAUSES IRRITATION: HARMFUL IF INHALED.** Avoid contact with eyes, skin, and clothing. Irritation of eyes, skin, or nasal passages may occur. **WASH THOROUGHLY AFTER HANDLING.** Breathing dust may result in lung disease, can cause inflammation of the cornea, may result in the development of pulmonary disease, include pneumoconiosis and silicosis. **USE PROTECTIVE MASK.**

Lightweight Aggregate/Sand/Gravel	Cementitious Material	Limestone
Health: 1	Health: 1	Health: 1
Flammability: 0	Flammability: 0	Flammability: 0
Reactivity: 0	Reactivity: 1	Reactivity: 1
Personal Protection: Dust Mask	Personal Protection: Dust Mask	Personal Protection: Dust Mask

FORM NO. 553818

CUSTOMER COPY



642665  
INTERNAL CONTROL  
DO NOT USE AS A  
REFERENCE NO.



TEXAS INDUSTRIES, INC.

CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX

CONCRETE DISPATCH METRO 214-647-6760

SALES  
ACCOUNTING

214-647-3852  
214-647-6700

*CVH*

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
9:47	9:55	10:20	10:26	10:50		

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 10 GAL. ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

WATER ADDED TO THIS LOAD BY AUTHORITY OF \_\_\_\_\_

TEST CYL TAKEN  YES  NO BY \_\_\_\_\_ DRIVER SIGNATURE  
**X ENNIS HAMPTON**

PLANT	TICKET NO.	TRUCK NO.	LOAD SIZE	PROD. NO.	MIX DESCRIPTION	SLUMP	USE
31	22772	61	9.00	8263	3000PSI ADMX/AEA 1"CS	5.0	PAVING

CUSTOMER NO.	PROJ. NO.	SOLD TO	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING		21-Aug-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
BELLBROOK & CELESTIAL	D15E	ASAP	73	09:27	7

SPECIAL DELIVERY INSTRUCTIONS  
PRESTON SO. BELTLINE R WINNWOOD L CELESTIAL R TO BELLBROOK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
9.00	9.00	27.00	8263	3000PSI ADMX/AEA

DESIGN WEIGHTS

6" Paving.

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

CUSTOMER SIGNATURE

*X [Signature]*

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED BY ABOVE SIGNATURE.

642665

INTERNAL CONTROL NO.  
DO NOT REFERENCE

# TEXAS INDUSTRIES, INC.

THIS MATERIAL IS DELIVERED AND CONVEYED TO CUSTOMER SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THE READY MIX CONCRETE QUOTATION AND SALES AGREEMENT OF TEXAS INDUSTRIES, INC. IN EFFECT ON THE DATE HEREOF.

CONCRETE TO BE DELIVERED TO NEAREST ACCESSIBLE POINT OVER PASSABLE ROAD UNDER TRUCKS OWN POWER. FREE UNLOADING TIME OF 30 MINUTES PER TRUCK TO BE COMPUTED FROM TIME OF DELIVERY TO ABOVE DESCRIBED POINT. DEMURRAGE AT \$40.00 PER HOUR MUST BE PAID BY THE CONSIGNEE TRANSFER.

TIME: \_\_\_\_\_ CHARGE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OUR TRUCKS NOT PERMITTED TO GO BEYOND CURB LINE EXCEPT UPON OWNER'S AUTHORIZATION AND RISK AS INDICATED BY SIGNATURE BELOW.

SIGNATURE: \_\_\_\_\_

ANY CLAIMS OF SHORTAGE WILL NOT BE ALLOWED UNLESS MADE AT THE TIME OF DELIVERY, AS NOTED BELOW.

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

SIGNATURE: \_\_\_\_\_

CONCRETE READY-MIX		WARNING! CAUSES IRRITATION - Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	

642677  
INTERNAL CONTROL  
DO NOT USE AS A  
REFERENCE NO.



TEXAS INDUSTRIES, INC.

CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX

CONCRETE DISPATCH METRO 214-647-6760

SALES ACCOUNTING 214-647-3852  
214-647-6700

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
10:47	11:00	11:15	11:20	12:00	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 20 GAL.  
WATER ADDED TO THIS LOAD BY AUTHORITY OF Same

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

TEST CYL TAKEN  YES  NO By \_\_\_\_\_

DRIVER SIGNATURE

X ALFRED READOUX

PLANT	TICKET NO.	TRUCK NO.	LOAD SIZE	PROD. NO.	MIX DESCRIPTION	SLUMP	USE
31	22841	203	9.00	8203	3000PSI ADMX/AEA 1"CS	4.0	PAVING

CUSTOMER NO.	PROJ. NO.	SOLD TO	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING	.	21-Aug-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
BELLBROOK & CELESTIAL	D15E	ASAP	73	10:41	7

SPECIAL DELIVERY INSTRUCTIONS  
PRESTON SO. BELTLINE R WINNWOOD L CELESTIAL R TO BELLBROOK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
9.00	27.00	27.00	8203	3000PSI ADMX/AEA

DESIGN WEIGHTS:

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

CUSTOMER SIGNATURE

X [Signature]

DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED BY ABOVE SIGNATURE

642677

INTERNAL CONTROL NO.  
DO NOT REFERENCE

# TEXAS INDUSTRIES, INC.

THIS MATERIAL IS DELIVERED AND CONVEYED TO CUSTOMER SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THE READY MIX CONCRETE QUOTATION AND SALES AGREEMENT OF TEXAS INDUSTRIES, INC. IN EFFECT ON THE DATE HEREOF.

CONCRETE TO BE DELIVERED TO NEAREST ACCESSIBLE POINT OVER PASSABLE ROAD UNDER TRUCKS OWN POWER. FREE UNLOADING TIME OF 30 MINUTES PER TRUCK TO BE COMPUTED FROM TIME OF DELIVERY TO ABOVE DESCRIBED POINT. DEMURRAGE AT \$40.00 PER HOUR MUST BE PAID BY THE CONSIGNEE TRANSFER.

TIME: \_\_\_\_\_ CHARGE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OUR TRUCKS NOT PERMITTED TO GO BEYOND CURB LINE EXCEPT UPON OWNER'S AUTHORIZATION AND RISK AS INDICATED BY SIGNATURE BELOW.

SIGNATURE: \_\_\_\_\_

ANY CLAIMS OF SHORTAGE WILL NOT BE ALLOWED UNLESS MADE AT THE TIME OF DELIVERY, AS NOTED BELOW.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONCRETE READY-MIX		WARNING! CAUSES IRRITATION — Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	

642690  
INTERNAL CONTROL  
DO NOT USE AS A  
REFERENCE NO.



TEXAS INDUSTRIES, INC.

CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX

CONCRETE DISPATCH METRO 214-647-6760

SALES ACCOUNTING 214-647-3852  
214-647-6700

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
12:14	12:25	1:25	1:30	:	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST 10 GAL. ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

WATER ADDED TO THIS LOAD BY AUTHORITY OF \_\_\_\_\_

TEST CYL TAKEN  YES  NO By \_\_\_\_\_ DRIVER SIGNATURE  
**X LESTER CHAMPION**

PLANT	TICKET NO	TRUCK NO	LOAD SIZE	PROD. NO	MIX DESCRIPTION	SLUMP	USE
31	22919	80	5.00	8203	3000PSI ADMX/AEA 1"CS	4.0	PAVING

CUSTOMER NO.	PROJ. NO.	SOLD TO*	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING		21-Aug-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
BELLBROOK & CELESTIAL	D15E	ASAP	73	12:07	7

SPECIAL DELIVERY INSTRUCTIONS  
PRESTON SO. BELTLINE R. WINNWOOD L TO CELESTIAL R TO BELLBROOK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
5.00	32.00	27.00	8203	3000PSI ADMX/AEA

DESIGN WEIGHTS

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

INTERNAL CONTROL NO. DO NOT REFERENCE

CUSTOMER SIGNATURE  
X [Signature]

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642690

# TEXAS INDUSTRIES, INC.

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TIME: \_\_\_\_\_ CHARGE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

OUR TRUCKS NOT PERMITTED TO GO BEYOND CURB LINE EXCEPT UPON OWNER'S AUTHORIZATION AND RISK AS INDICATED BY SIGNATURE BELOW.

SIGNATURE: \_\_\_\_\_

ANY CLAIMS OF SHORTAGE WILL NOT BE ALLOWED UNLESS MADE AT THE TIME OF DELIVERY, AS NOTED BELOW.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONCRETE READY-MIX		WARNING! CAUSES IRRITATION — Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	

01/11/11



TEXAS INDUSTRIES, INC. CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX CONCRETE DISPATCH METRO 214-647-6760

SALES ACCOUNTING 214-647-3852  
214-647-6700

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
2:51	2:55	3:30	3:35	:	:	:

WATER ADDED ON JOB AT CUSTOMER'S REQUEST \_\_\_\_\_ GAL. ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

WATER ADDED TO THIS LOAD BY AUTHORITY, OF \_\_\_\_\_

TEST CYL TAKEN  YES  NO By \_\_\_\_\_ DRIVER SIGNATURE  
X LESTER CHAMPION

PLANT	TICKET NO.	TRUCK NO.	LOAD SIZE	PROD. NO.	MIX DESCRIPTION	SLUMP	USE
31	23045	80	1.00	8203	3000PSI ADMX/AEA 1"CS	4.0	PAVING

CUSTOMER NO.	PROJ. NO.	SOLD TO	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING		21-Aug-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
BELLBROOK & CELESTIAL	D15E	ASAP	73	14:41	7

SPECIAL DELIVERY INSTRUCTIONS  
PRESTON SO. BELTLINE R WINNWOOD L CELESTIAL R TO BELLBROOK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
1.00	33.00	27.00	8203	3000PSI ADMX/AEA
			6053	MINIMUM LOAD CHG

DESIGN WEIGHTS

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

CUSTOMER SIGNATURE  
X DELIVERY OF THESE MATERIALS IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AS ACCEPTED BY ABOVE SIGNATURE.

# TEXAS INDUSTRIES, INC.

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TIME: \_\_\_\_\_ CHARGE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_

ANY CLAIMS OF SHORTAGE WILL NOT BE ALLOWED UNLESS MADE AT THE TIME OF DELIVERY, AS NOTED BELOW.

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONCRETE READY-MIX		WARNING! CAUSES IRRITATION - Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	



643349  
INTERNAL CONTROL  
DO NOT USE AS A  
REFERENCE NO.



TEXAS INDUSTRIES, INC.

CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX

CONCRETE DISPATCH METRO 214-647-6760

SALES ACCOUNTING 214-647-3852  
214-647-6700

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
12:20	12:26	1:07	2:00	3:04		

WATER ADDED ON JOB AT CUSTOMER'S REQUEST \_\_\_\_\_ GAL.

ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IN EXCESS OF SPECIFIED SLUMP IS AT CUSTOMER'S RISK.

WATER ADDED TO THIS LOAD BY AUTHORITY, OF \_\_\_\_\_

DRIVER SIGNATURE

X RILLY MCKAY

TEST CYL TAKEN  YES  NO By \_\_\_\_\_

PLANT	TICKET NO.	TRUCK NO.	LOAD SIZE	PROD. NO.	MIX DESCRIPTION	SLUMP	USE
54	26842	208	10.00	7696	5.00SK OVERROCKY ADMIX/AEA 3/8"PG	5.0	FLATWORK

CUSTOMER NO.	PROJ. NO.	SOLD TO	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING		01-Sep-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
CELESTIAL & BELLBROOK, ADDISON	D15E	ASAP	46	12:08	7

SPECIAL DELIVERY INSTRUCTIONS

PARK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
10.00	10.00	10.00	7696	5.00SK OVERROCKY
				SIDEWALK

DESIGN WEIGHTS

*Billy McKay*

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

CUSTOMER SIGNATURE

X

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TIME: \_\_\_\_\_

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CONCRETE READY-MIX		WARNING! CAUSES IRRITATION — Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	



TEXAS INDUSTRIES, INC.

CONCRETE DISPATCH FT. WORTH 214-647-3750  
DALLAS 214-647-3745

FREEWAY READY MIX

CONCRETE DISPATCH METRO 214-647-6760

SALES ACCOUNTING 214-647-3852  
214-647-6700

7610 STEMMONS FREEWAY DALLAS, TEXAS 75247

LOAD TIME	TO JOB	ARRIVE JOB SITE	BEGIN POUR	FINISH POUR	LEAVE JOB SITE	ARRIVE PLANT
2:51	2:55	3:30	3:35	:	:	:

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WATER ADDED TO THIS LOAD BY AUTHORITY, OF \_\_\_\_\_

DRIVER SIGNATURE  
X LESTER CHAMPION

TEST CYL TAKEN  YES  NO By \_\_\_\_\_

PLANT	TICKET NO	TRUCK NO.	LOAD SIZE	PROD NO	MIX DESCRIPTION	SLUMP	USE
31	23045	80	1.00	8203	3000PSI ADMX/AEA 1"CS	4.0	PAVING

CUSTOMER NO.	PROJ. NO.	SOLD TO	P.O. #/JOB/LOT	DATE
12200001		ANDERSON ASPHALT PAVING	.	21-Aug-92

DELIVERY ADDRESS	GRID	TIME DUE	ORDER NO.	TYPED	PKT.
BELLBROOK & CELESTIAL	D15E	ASAP	73	14:41	7

SPECIAL DELIVERY INSTRUCTIONS  
PRESTON SO. BELTLINE R WINNWOOD L CELESTIAL R TO BELLBROOK

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION
1.00	33.00	27.00	8203	3000PSI ADMX/AEA
			6053	MINIMUM LOAD CHG

DESIGN WEIGHTS

CAUTION! CONTAINS PORTLAND CEMENT  
SEE WARNING ON REVERSE SIDE.

CUSTOMER SIGNATURE  
X   
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SIGNATURE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

CONCRETE READY-MIX		WARNING! CAUSES IRRITATION - Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Exposure may result in irritation of the skin or eyes from alkali in Portland cement.
HEALTH	2	
FLAMMABILITY	0	
REACTIVITY	1	
PERSONAL PROTECTION	X	

Celestial  
Park-  
Parking  
Improvements

A Corporation

By ANDERSON PAVING INC.  
(Corporation Name)

TEXAS  
(State of Incorporation)

By DAVID W. ANDERSON  
(Name of Person Authorized to Sign)

GENERAL MANAGER  
(Title)

(Corporate Seal)

Attest Duy Kidd  
(Secretary)

Business address: 11343 MATHIS AVE  
DALLAS TEXAS 75229

Phone No. (214) 444-8225

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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

---

**PROJECT MANUAL FOR  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
FOR  
TOWN OF ADDISON, TEXAS**

---



**ESPEY,  
HUSTON &  
ASSOCIATES, INC.**  
Engineering & Environmental Consultants

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ESPEY,  
HUSTON &  
ASSOCIATES, INC.

Engineering & Environmental Consultants

Document No. 920279  
EH&A Job No. 14187

PROJECT MANUAL FOR  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
FOR  
TOWN OF ADDISON, TEXAS

Prepared for:

Town of Addison  
P. O. Box 144  
Addison, Texas 75001



Prepared by:

Espey, Huston & Associated, Inc.  
13800 Montfort, Suite 230  
Dallas, Texas 75240

June 1992

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<b>Section PrB</b>	<b>Performance Bond</b>
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**SECTION AB**  
**ADVERTISEMENT FOR BIDS**

**SECTION AB**  
**ADVERTISEMENT FOR BIDS**

1. Sealed bids addressed to the Town of Addison, Texas for Celestial Park Parking Improvements, for the Town of Addison, Texas, hereinafter called "City" in accordance with plans, specifications and contract documents prepared by Espey, Huston & Associates, Inc., will be received at the office of Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until 10:00 a.m. on the 13th day of July, 1992. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words TOWN OF ADDISON CELESTIAL PARK PARKING IMPROVEMENTS.
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas.
5. The right is reserved by the Mayor and the City Council as the interest of the City may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety.
8. The project consists of approximately 200 square yards of concrete paving, pavement markings, and miscellaneous improvements necessary to complete the work.
9. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7090. For information on the work to be performed, call John Baumgartner, City Engineer, (214) 450-2886.

TOWN OF ADDISON, TEXAS

**SECTION IB**  
**INSTRUCTIONS TO BIDDERS**

**SECTION IB**  
**INSTRUCTIONS TO BIDDERS**

- A. **PROJECT:** Celestial Park Parking Improvements in the Town of Addison.
- B. **PROJECT DESCRIPTION:** This project consists of providing paving and sidewalk improvements as shown on the plans and in accordance with the specifications.
- C. **PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. **DOCUMENTS:** Documents include the Bidding Requirements, General Provisions, Special Provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. **EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.

- G. SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Consultant seven (7) calendar days prior to the established bid date.
- H. ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be mailed or delivered to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.
- I. COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- K. SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.

- L. MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
  2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant. The bidder will be required to establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
- O. AWARD:** The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities.

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

1. Whether the bidder is a contractor with experience in the type of work involved.
  2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
  3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
- P. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

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

In no instance shall the number of calendar days for completion of the work measured from the proposed date of beginning exceed 24 calendar days.

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

**\$100 per Calendar Day**

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

- S. FORM OF CONTRACT:** The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.
- T. BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.
- U. BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has made an award of contract,

or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

- V. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Owner. Two benchmarks are shown on the plan.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
  - 1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
  - 2. A Consent of Surety Company to Final Payment.
  - 3. A complete set of as-built plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
  - 4. A one (1) year Maintenance Bond in accordance with Section MB.

**END OF SECTION IB**



**SECTION PF**  
**PROPOSAL FORM**

**BID FORM**

\_\_\_\_\_, 19\_\_

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

**Gentlemen:**

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

**Signed by:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

**The Bidder acknowledges receipt of the following addenda:**

**Addendum No. 1** \_\_\_\_\_

**Addendum No. 2** \_\_\_\_\_

**Addendum No. 3** \_\_\_\_\_

**BID SCHEDULE**  
**CELESTIAL PARK**  
**PARKING IMPROVEMENTS**  
**ADDISON, TEXAS**

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
101	1	L.S.	Mobilization, bonds and insurance _____ Dollars _____ Cents	\$ _____	\$ _____
102	100	C.Y.	Unclassified excavation, including hauling and disposal of surplus material _____ Dollars _____ Cents	\$ _____	\$ _____
103	160	S.Y.	6", 3000 PSI reinforced concrete pavement, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
104	172	L.F.	6" concrete integral curb, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
105	180	S.Y.	5" thick cement treated base (CTB) supplied from central mixing plant, complete in place _____ Dollars _____ Cents	\$ _____	\$ _____
106	161	L.F.	Full depth sawed breakout groove _____ Dollars _____ Cents	\$ _____	\$ _____

**BID SCHEDULE  
CELESTIAL PARK  
PARKING IMPROVEMENTS  
ADDISON, TEXAS  
(cont'd)**

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
107	63	L.F.	Install 8" wide white reflectorized paint lane marking, complete in place  _____ Dollars _____ Cents	\$ _____	\$ _____
108	132	L.F.	Install 6" wide white reflectorized paint lane marking, complete in place  _____ Dollars _____ Cents	\$ _____	\$ _____
109	620	S.F.	4", 3000 PSI reinforced concrete sidewalk with exposed aggregate surface, complete in place  _____ Dollars _____ Cents	\$ _____	\$ _____
110	50	S.Y.	Block sodding, complete in place  _____ Dollars _____ Cents	\$ _____	\$ _____
111	2	EA.	3000 PSI concrete handicap ramp, complete in place  _____ Dollars _____ Cents	\$ _____	\$ _____

**BID SCHEDULE**  
**CELESTIAL PARK**  
**PARKING IMPROVEMENTS**  
**ADDISON, TEXAS**  
 (cont'd)

<u>Item No.</u>	<u>Est. Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
112	1	L.S.	Removal or relocation of irrigation system as directed by the Town of Addison	\$ _____	\$ _____
			_____ Dollars		
			_____ Cents		
113	1	L.S.	Paint handicap space marker	\$ _____	\$ _____
			_____ Dollars		
			_____ Cents		
<b>TOTAL PROJECT BID</b>					\$ _____
_____ Dollars					
_____ Cents					\$ _____
<b>(spelled out in words)</b>					<b>(in figures)</b>

The completion time for this contract is 24 calendar days.



**A Corporation**

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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

**SECTION CA**  
**CONTRACT AGREEMENT**



**SECTION CA  
AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

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

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

**Celestial Park Parking Improvements**

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 24 calendar days after he commences work, subject to such extensions of time as are provided by the General Provisions.

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

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

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

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Party of the Second Part  
(CONTRACTOR)

ATTEST:

\_\_\_\_\_

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

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

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said  
(official title)

Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal

**SECTION PrB**  
**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

SURETY: \_\_\_\_\_

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

DATE OF CONTRACT: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

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

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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

Address: \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
Address: \_\_\_\_\_

Title: \_\_\_\_\_

(Surety to Attach Power of Attorney)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
(Corporate Seal)

**SECTION PyB**  
**PAYMENT BOND**

**SECTION PyB  
PAYMENT BOND**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**Date Bond Executed:** \_\_\_\_\_

**PRINCIPAL:** \_\_\_\_\_  
\_\_\_\_\_

**SURETY:** \_\_\_\_\_  
\_\_\_\_\_

**PENAL SUM OF BOND (express in words and figures):** \_\_\_\_\_  
\_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_  
\_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.**

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;**

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

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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

Address: \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL

ATTEST:

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

(Surety to Attach Power of Attorney)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(Corporate Seal)

**SECTION MB**  
**MAINTENANCE BOND**



**SECTION MB**  
**MAINTENANCE BOND**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**This obligation is conditioned, however, that whereas said**

\_\_\_\_\_

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

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

**WHEREAS**, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of acceptance, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

**NOW THEREFORE**, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

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

**SURETY**

**PRINCIPAL**

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

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

By: \_\_\_\_\_  
Attorney in Fact

**ATTEST**

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Agency and Address

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

**SECTION BP**  
**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

**SECTION BP**  
**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

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

and that the contract for the construction of the project, designated as

\_\_\_\_\_  
(Project No.)  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
County, Texas

**Instructions:**

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

**SECTION GP**  
**GENERAL PROVISIONS**

## GENERAL PROVISIONS

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



**SECTION SP**  
**SPECIAL PROVISIONS**

**SECTION SP**  
**SPECIAL PROVISIONS**

1. **OWNER**

The Town of Addison, herein referred to as Owner, party of the First Part of these Contract Documents.

2. **ENGINEER**

Espey, Huston & Associates, Inc., Engineer of the Owner, or other representative as may be authorized by said Owner to act in any particular position.

3. **FORMS, PLANS AND SPECIFICATIONS**

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

4. **COPIES OF PLANS FURNISHED**

Three (3) sets of Plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

5. **PRODUCT RECORD DOCUMENTS**

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

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

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

Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Field changes of dimension and detail made during construction process.

Changes made by Change Order or Supplemental Agreement.

Details not on original Contract Drawings.

Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

Changes made by Change Order or Supplemental Agreement.

Other matters not originally specified.

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

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

Date, project title and number.

Contractor's name and address.

Title and number of each record document.

Certification that each document as submitted is complete and accurate.

Signature of Contractor or his authorized representative.

6. **HORIZONTAL AND VERTICAL SURVEY CONTROL**

The Contractor shall provide horizontal and vertical survey control for this project.

7. **PERMITS, LICENSES, AND REGULATIONS**

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

8. **REFERENCE SPECIFICATIONS**

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

9. **REVIEW OF WORK**

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

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

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

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

10. **SCOPE OF WORK**

The Work for this Project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the Plans and Specifications, the proposed parking improvements for Celestial Park.

11. **PROPERTY LINES AND MONUMENTS**

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

12. DISCREPANCIES

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

13. TIME ALLOTTED FOR COMPLETION

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

14. EXISTING STRUCTURES

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

15. EXISTING UTILITIES AND SERVICE LINES

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

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

16. **PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

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

17. **LIGHTS AND POWER**

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

18. **PERMITS AND RIGHTS-OF-WAY**

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

19. **PRECONSTRUCTION CONFERENCE**

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

20. **ADDENDA**

Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (prior to forty-eight (48) hours before the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

21. WATER FOR CONSTRUCTION

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

22. EXCAVATION

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

23. CONTRACTOR'S BID

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

24. OWNER'S STATUS

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

25. OWNER'S DECISIONS

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

26. LANDS FOR WORK

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

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

27. CLEANING UP

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

28. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence in this contract. For each calendar day that any Work shall remain incompleted after the time specified in paragraph 38, liquidated damages shall be deducted from the monies due the Contractor in the amount of \$100.00 per day.

29. USE OF EXPLOSIVES

Use of explosives will not be allowed.

30. PROJECT MAINTENANCE

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

31. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

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

32. REMOVALS, ADJUSTMENTS AND REPLACEMENTS

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

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



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

33. **TOWN OF ADDISON APPROVAL**

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

34. **TRAFFIC CONTROL**

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

There will be no separate pay item for Traffic Control.

35. **CERTIFICATION**

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

36. **FINAL ACCEPTANCE OF WORK**

Final acceptance of the Work is subject to final testing and approval of the Work by the Town of Addison.

37. **WORK AREA**

Contractor shall restrict his construction activity to the project site.

38. **CONTRACT TIME**

It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. In no instance shall the number of calendar days for the completion of the Work measured from the proposed date of beginning exceed 24 calendar days.

39. **CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

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

40. **PAY ITEMS**

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

41. **SAMPLES AND TESTS OF MATERIALS**

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

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

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

42. **CONSTRUCTION STAKING**

Construction staking will not be provided by the Owner.

**SECTION T**  
**TECHNICAL SPECIFICATIONS**

**SECTION T**  
**TECHNICAL SPECIFICATIONS**

**I. GENERAL**

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

**II. SUPPLEMENTAL STANDARDS**

The following standards are applicable where specifically referenced in the Plans or where required to supplement the details provided in the Plans.

- A. City of Dallas 251-D Construction Standards  
(not included)

**SECTION CTB**  
**CEMENT TREATED BASE**

**SECTION CTB**  
**CEMENT TREATED BASE**

**1.0 GENERAL**

**1.1 Description**

Cement Treated Base (CTB) shall consist of aggregate, cement and water uniformly mixed in a central plant, transported to the project, spread, compacted, shaped, finished, and cured in accordance with these specifications. It shall conform to the lines, grades, thicknesses and typical cross-section shown on the plans.

**2.0 MATERIALS**

**2.1 Cement**

Cement shall comply with the latest specifications for Portland cement-ASTM C 150 (Type I) or Portland-ASTM C 595 (Type IP).

**2.2 Water**

Water shall be free from substances deleterious to the hardening of the Cement Treated Base.

**2.3 Aggregate**

The aggregate may be any granular material or combinations of aggregates that will, when mixed with adequate amounts of cement and water, produce laboratory mix design Unconfined Compression Test strengths as specified in paragraph 2.5 in accordance with ASTM D 1633 Method "A". The preceding tests will utilize the Moisture-Density Relation as determined by ASTM D-558; AASHTO T-134. The aggregate size shall meet the requirements of Texas State Department of Highways and Public Transportation - 1982 Standard Specifications of Highways, Streets and Bridges, "Item 274.2(3) Cement Stabilized Base - Base Materials."

**2.4 Laboratory Mix Design**

Test results shall be submitted by the supplier of the CTB material to the Engineer/Architect for approval.

**2.5 Strength Requirements**

The unconfined compressive strengths required for the CTB material will be as follows:

**2.5.1 Class A CTB; 400 psi - seven days**

### **3.0 EQUIPMENT**

#### **3.1 Description**

Cement Treated Base may be constructed with any combination of machines or equipment that will produce the results meeting these specifications.

### **4.0 CONSTRUCTION METHODS**

#### **4.1 Preparation**

Before other construction operations are begun, the area to be paved shall be graded and shaped as required to receive the Cement Treated Base in conformance with the grades, lines, thicknesses and typical cross-section shown on the plans. Unsuitable subgrade soil or material shall be removed and replaced with acceptable soil.

The subgrade shall be firm and able to support without displacement of the construction equipment and the compaction hereinafter specified. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

#### **4.2 Central Mixing Plant**

The aggregate, cement and water shall be mixed in a pug mill as approved by the Engineer/Architect. The plant shall be equipped with feed and metering devices that will add the aggregate, cement and water into the mixer in the specified quantities to produce a mixture that will meet or exceed the mix design criteria as stated above. The aggregate and cement shall be mixed sufficiently to prevent cement balls from forming when the mix water is added. The mixing time shall be sufficient to assure an intimate, uniform mixture of aggregate, cement and water.

The percentage of moisture in the aggregate, at the time of cement application shall be the amount that assures a uniform and intimate mixture of aggregate and cement during mixing operations. It shall not exceed the specified moisture content required for adequate compaction.

Free access to the plant shall be provided to the Engineer/Architect, his inspector and his designated Commercial Testing Laboratory for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.

#### **4.3 Placement and Compaction**

The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30 minutes shall elapse between placement of CTB in adjacent lanes at any location except at longitudinal and transverse construction joints.

No CTB mixture shall be placed when the subgrade is frozen or when the air temperature is less than 40° F in the shade. The Engineer/Architect may allow placement when the temperature is 35° F and clearly rising.

Compaction shall start as soon as possible after spreading. The elapsed time between the addition of water to the CTB mixture and the start of compaction shall not exceed 60 minutes under normal conditions. The Engineer/Architect may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.

At the start of compaction, the percentage of moisture in the mixture shall not be more than one percentage point below or two percentage points above the specified optimum moisture content, and shall be less than that quantity which will cause the Cement Treated Base mixture to become unstable during compaction and finishing. The specified optimum moisture content and density shall be determined in the field by a Moisture-Density Test, AASHTO T 134 or ASTM D 558, on representative samples of Cement Treated Base mixture obtained from the area prior to compaction. Prior to compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be compacted uniformly to the specified density. During compaction operations, initial shaping may be required to obtain uniform compaction and required grade and cross-section.

#### 4.4 Finishing

When initial compaction is completed, the surface of the Cement Treated Base shall be shaped to the required lines, grades and cross-section. The moisture content of the surface material shall be maintained at not less than its specified optimum moisture content during finishing operations.

If any reshaping of the surface is necessary, it shall be lightly scarified to remove any compaction planes, scales or smooth surfaces left by equipment. Final compaction shall then be continued until uniform and adequate density is obtained.

The CTB shall be uniformly compacted to a minimum of 96% of maximum density.

Compaction and finishing shall be done in such a manner as to produce, in not longer than two hours, a smooth, dense surface free of compaction planes, cracks, ridges, or loose material.

#### 4.5 Cutting

After the CTB has been finished as specified herein, it shall be protected against drying for seven days by the application of a bituminous prime coat, or other acceptable methods. The finished CTB shall be kept continually moist until the curing material has been placed. The curing material shall be applied as soon as possible, but not later than at the end of each day's construction.

If the bituminous cure is used:



#### 4.5.1 Curing, Bituminous Prime Coat

At the time the bituminous prime coat is applied, the Cement Treated Base surface shall be dense, shall be free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration of the bituminous material. The bituminous prime coat specified shall be uniformly applied to the surface of the completed Cement Treated Base at the rate of approximately 0.1 gallons per square yard with approved heating and distributing equipment. The exact rate and temperature of application for complete coverage without excessive runoff will be approved by the Engineer/Architect.

Should it be necessary for construction equipment or other traffic to use the bituminous-covered surface before the bituminous prime coat has cured sufficiently to prevent "pick-ups", sufficient granular cover shall be applied before such use. The curing material shall be maintained by the contractor during the seven day protection period so that all of the Cement Treated Base will be covered effectively during this period. Finished portions of Cement Treated Base that are traveled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work.

Cement Treated Base shall be protected for three days after its construction and until it has hardened.

#### 4.5.2 Curing, Other Methods

If curing is achieved by methods other than Bituminous Prime Coat, the Engineer/Architect must approve and curing must be performed in accordance with manufacturer's recommendations.

#### 4.6 Construction Joints

At the end of each day's construction a transverse construction joint shall be formed by cutting back into the completed work to form a full depth vertical face.

Cement Treated Base for large, wide areas shall be built in a series of parallel lanes of convenient length and width meeting the approval of the Engineer/Architect. Longitudinal joints shall be formed at the edge of each day's construction by cutting back into the completed work to form a full depth vertical face free of loose or shattered materials.

#### 4.7 Traffic

Completed portions of Cement Treated Base may be opened immediately to light traffic and to construction equipment provided the curing material or surface is not impaired as specified in 4.5. The section may be opened to all traffic after the three day curing period provided the Cement Treated Base has hardened sufficiently to prevent marring or distorting of the surface by equipment or traffic.

**4.8 Maintenance**

The contractor shall be required within the limits of his contract to maintain the Cement Treated Base in good condition until all work has been completed and accepted. Maintenance shall include immediate repairs of any defects that may occur. This work shall be done by the contractor at his own expense and repeated as often as may be necessary to keep the area continuously intact.

Faulty work shall be corrected.

Any low areas shall be remedied by replacing the material for the full depth of treatment rather than by adding a thin layer of Cement Treated Base to the completed work.

**5.0 CONSTRUCTION QUALITY CONTROL PROGRAM**

To insure that the construction phase of the Cement Treated Base is in accordance with the provisions of these specifications, the following quality control testing program will be performed by a testing laboratory retained by the Contractor and approved by the Engineer/Architect.

**5.1** Establish the field moisture density curve in accordance with ASTM D 558 or AASHTO T 134 (Standard Compactive Effort). The results of this test performed on representative samples of CTB obtained from the area being processed at a time of about midway through the initial compaction phase will establish the optimum moisture content to be incorporated at the central mixing plant and the maximum density will serve as a basis for establishing the density for acceptance.

**5.2** The Field-Density of the compacted CTB mixture shall be determined by any of the following: (1) Nuclear Method ASTM D 2922, (2) Sand Cone Method ASTM D 1556, (3) Water Balloon Method ASTM D 2167.

**5.3** Where strength of Cement Treated Base material is specified, compliance shall be determined by testing a set of three unconfined cylinders molded from a representative sample of uncompacted Cement Treated Base material taken within one hour from the addition of mixing water to the Cement Treated Base material. Strengths of Cement Treated Base material shall be determined by compressive tests at seven (7) days in accordance with ASTM D 1833, Paragraph 5, "Test Specimens." Paragraph 5.1.1, Method A specifies mold size. Specimens will be molded in accordance with ASTM D 558 Method B.

**5.4** Visual inspection of loose and compacted thickness of the CTB layer will be included in the report as well as observations on surface scaling, construction joints and curing.

**6.0 MEASUREMENTS AND BASIS OF PAYMENT**

**6.1 Measurements**

This work will be measured in square yards of completed and accepted Cement Treated Base course.

6.2

**Basis of Payment**

**This work will be paid for at the contract unit price per square yard of completed and accepted Cement Treated Base course.**

**Contract unit prices will be full payment for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work and to carry out the maintenance provisions in these specifications.**

**No allowances will be made for any materials used or work done outside the lines established by the Engineer/Architect unless approved in writing prior to the work.**

**END OF SECTION**

BENCHMARKS:

- B.M. #6 R.R. SPIKE PND IN A P.P. ON THE SOUTH SIDE OF CELESTIAL ROAD 400' EAST OF THE SOUTHWEST PROP. COR. FIRST POLE WEST OF BELLBROOK DR. ELEV. 603.63
- B.M. #11 " " SET IN THE NORTH RM OF A SAN. SEW. 5' SOUTH OF THE SOUTH CURB LINE OF BELLBROOK WAY. NEAR THE NORTH EAST CORNER OF LOT 12 OF BELLBROOK ESTATES. ELEV. 567.70

LEGEND

- SPRINKLER HEAD
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- EXISTING TREE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- GUY ANCHOR AND ANCHOR
- GAS LINE
- WATER LINE
- TELEPHONE LINE
- HANDICAP PARKING SPACE MARKER
- EXIST. SPOT ELEVATION
- PROPOSED SPOT ELEVATION

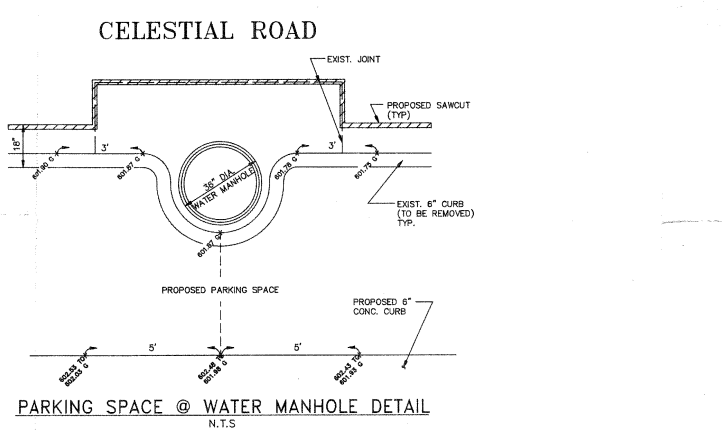
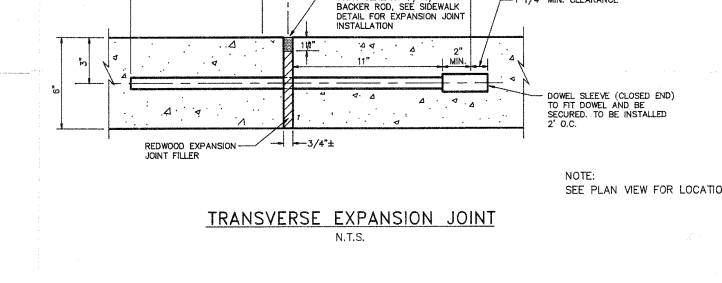
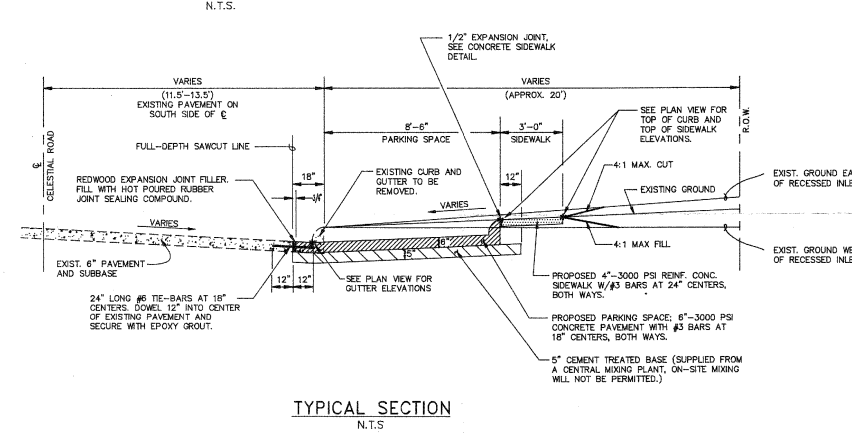
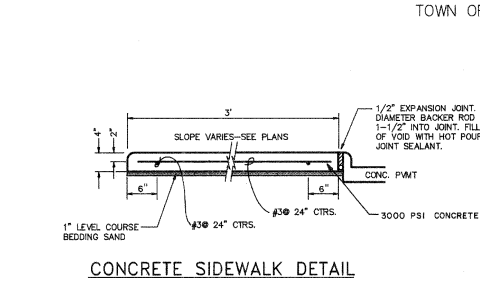
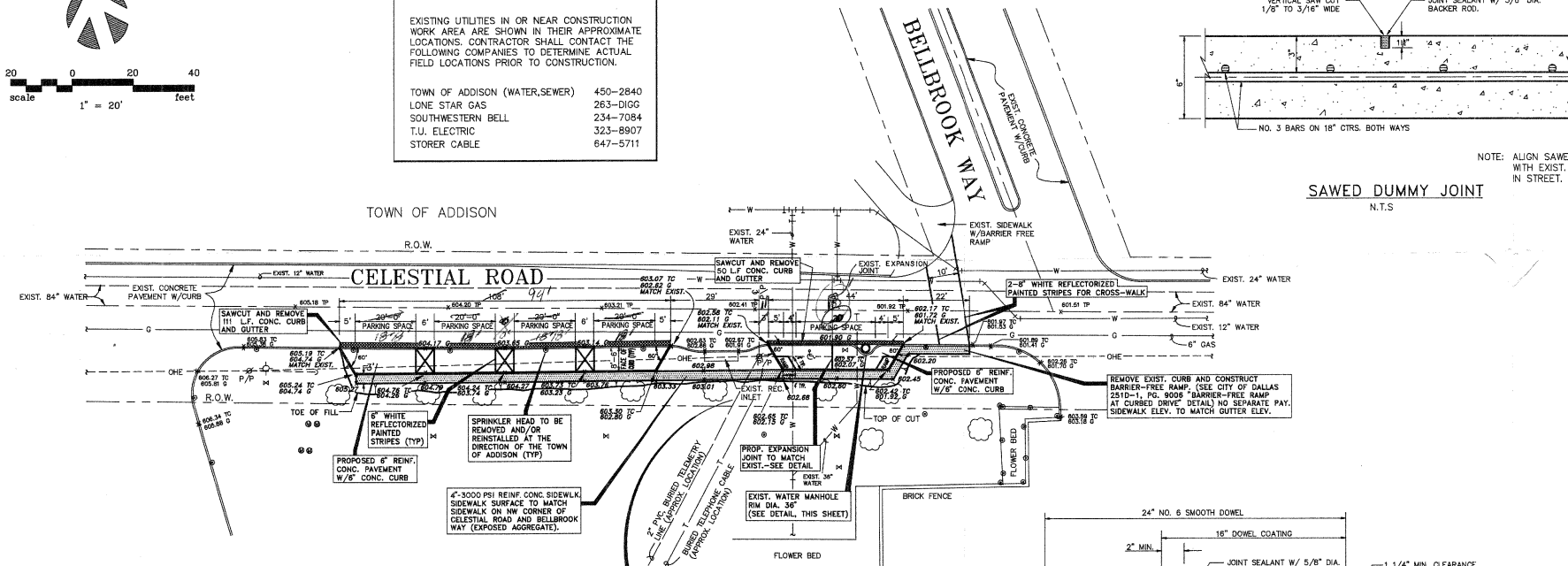
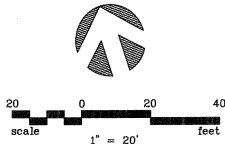
GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) SPECIFICATIONS AND TOWN OF ADDISON STANDARDS AND SPECIFICATIONS, EXCEPT AS NOTED.
- ALL LOCATIONS OF UNDERGROUND UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL APPLICABLE UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION SO THAT UNDERGROUND LINES CAN BE MARKED.
- VERIFY LOCATIONS OF UNDERGROUND ELECTRIC, TELEPHONE AND IRRIGATION SYSTEM FACILITIES PRIOR TO BEGINNING EXCAVATION. IF NECESSARY, DIG TEST DITCHES TO DETERMINE ACTUAL FIELD CONDITIONS.
- THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT A PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER. IF THE CONTRACTOR PLACES FILL OR WASTE MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN EXPENSE.
- NO TREES SHALL BE CUT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PUBLIC SAFETY DURING CONSTRUCTION AND WILL PROVIDE THE NECESSARY TRAFFIC BARRICADES AND WARNING SIGNAGE TO PROTECT THE CONSTRUCTION SITE. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE 1990 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS CURRENTLY AMENDED, BY THE TEXAS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, UNLESS OTHERWISE NOTED.
- ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION.
- HAND FINISHING OF CONCRETE PAVEMENT SHALL NOT BE A SEPARATE PAY ITEM ON THIS PROJECT.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE SANITARY FACILITIES FOR USE BY THE WORKERS THROUGHOUT CONSTRUCTION.
- NO PERSON SHALL OPEN, TURN OFF, INTERFERE WITH, ATTACH ANY PIPE OR HOSE TO OR TAP ANY WATER MAIN BELONGING TO THE TOWN UNLESS DULY AUTHORIZED TO DO SO BY THE TOWN OF ADDISON WATER DEPARTMENT (450-2879). ARRANGEMENTS FOR CONSTRUCTION WATER SHALL BE MADE THROUGH THE TOWN OF ADDISON.
- ALL PAVING TO BE REMOVED SHALL BE SAWCUT (FULL DEPTH) TO A NEAT LINE AND THEN REMOVED.
- NO TRAFFIC SIGNS ARE TO BE RELOCATED OR REMOVED WITHOUT PRIOR APPROVAL BY THE TOWN.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AT LEAST 48 HOURS PRIOR TO START OF ANY CONSTRUCTION. NO FEES WILL BE REQUIRED BY THE TOWN OF ADDISON.
- LOCATIONS OF SPRINKLER HEADS, VALVES AND OTHER IRRIGATION SYSTEM APPURTENANCES ARE APPROXIMATE. CONTRACTOR SHALL REMOVE AND/OR RELOCATE SUCH ITEMS AS REQUIRED FOR ADEQUATE IRRIGATION SYSTEM COVERAGE AND AS DIRECTED BY THE TOWN OF ADDISON.
- ALL UTILITIES (i.e. VALVE BOXES, METER BOXES) LOCATED UNDER THE PROPOSED PAVEMENT SHALL BE RAISED OR LOWERED AS REQUIRED AND RESET TO MATCH PROPOSED ELEVATION (NO SEPARATE PAY ITEM).
- CONTRACTOR SHALL GRADE FROM PROPOSED TOP OF CURB TO MATCH EXISTING GRADE AT 4 (HORIZONTAL) TO 1 (VERTICAL) GRADE.
- CONTRACTOR SHALL INSURE POSITIVE SURFACE DRAINAGE RESULTS FROM ALL GRADING WORK.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES RESULTING FROM CONSTRUCTION WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

!! WARNING !!

EXISTING UTILITIES IN OR NEAR CONSTRUCTION WORK AREA ARE SHOWN IN THEIR APPROXIMATE LOCATIONS. CONTRACTOR SHALL CONTACT THE FOLLOWING COMPANIES TO DETERMINE ACTUAL FIELD LOCATIONS PRIOR TO CONSTRUCTION.

TOWN OF ADDISON (WATER,SEWER) 450-2840  
 LONE STAR GAS 263-0167  
 SOUTHWESTERN BELL 234-7084  
 T.U. ELECTRIC 323-8907  
 STORER CABLE 647-5711



NO.	REVISION	BY	DATE

DESIGNED BY: T. LEIBHAM  
 DRAWN BY: C. PARKER  
 CHECKED BY: B. GRANTHAM  
 SCALE: 1" = 20'  
 DATE: JUNE 1992  
 ACADFILE: C:\CELESTAL\SH1.DWG

**ESPEY, HUSTON & ASSOCIATES, INC.**  
 Engineering & Environmental Consultants  
 13800 Montfort Drive Suite 230 Dallas, Texas 75240  
 (214) 387-0771

**CELESTIAL PARK**  
**PARKING IMPROVEMENTS**  
 TOWN OF ADDISON, TEXAS

SHEET NO. 1  
 OF 1 SHEETS  
 JOB NO. 14187

BENCHMARKS:  
 B.M. #6 R.R. SPIKE FND IN A P.P. ON THE SOUTH SIDE OF CELESTIAL ROAD 400'± EAST OF THE SOUTHWEST PROP. COR. FIRST POLE WEST OF BELLEBROOK DR. ELEV. 603.83  
 B.M. #11 " " SET IN THE NORTH RIM OF A SANI. SEW. 5' SOUTH OF THE SOUTH CURB LINE OF BELLEBROOK WAY. NEAR THE NORTH EAST CORNER OF LOT 12 OF BELLEBROOK ESTATES. ELEV. 567.70

**LEGEND**

- SPRINKLER HEAD ⊙
- WATER VALVE ⊕
- FIRE HYDRANT ⊕
- WATER METER ⊕
- EXISTING TREE ⊙
- POWER POLE ⊕ P/P
- OVERHEAD ELECTRIC LINE --- OHE ---
- GUY ANCHOR AND ANCHOR --->
- GAS LINE --- G ---
- WATER LINE --- W ---
- TELEPHONE LINE --- T ---
- HANDICAP PARKING SPACE MARKER ⊕ 603.96 TC
- EXIST. SPOT ELEVATION ⊕ 602.33
- PROPOSED SPOT ELEVATION ⊕ 602.33

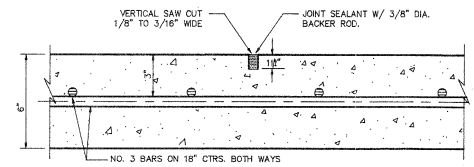
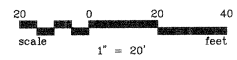
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3. VERIFY LOCATIONS OF UNDERGROUND ELECTRIC, TELEPHONE AND IRRIGATION SYSTEM FACILITIES PRIOR TO BEGINNING EXCAVATION. IF NECESSARY, DIG TEST DITCHES TO DETERMINE ACTUAL FIELD CONDITIONS.
4. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT A PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN EXPENSE.
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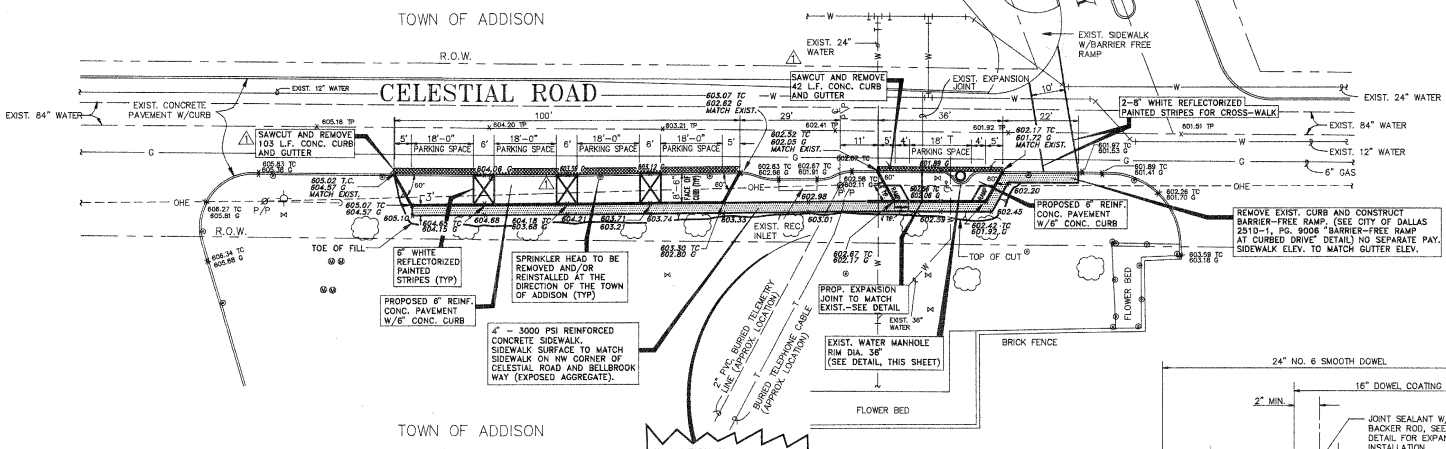
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 T.U. ELECTRIC 323-8907  
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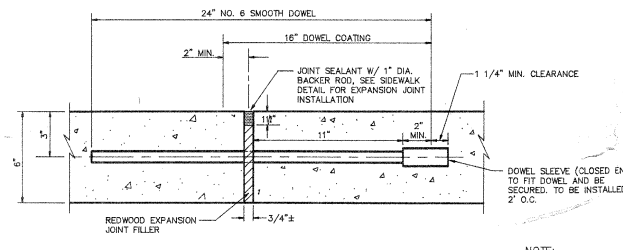


NOTE: ALIGN SAWED DUMMY JOINTS WITH EXIST. DUMMY JOINTS IN STREET.

**SAWED DUMMY JOINT**  
N.T.S.

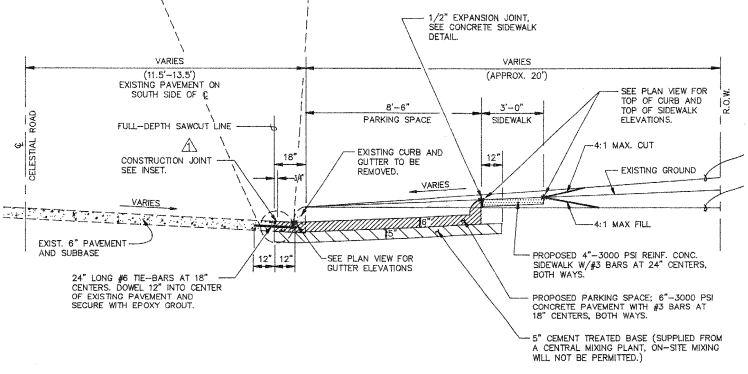
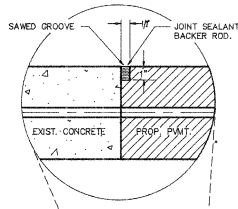


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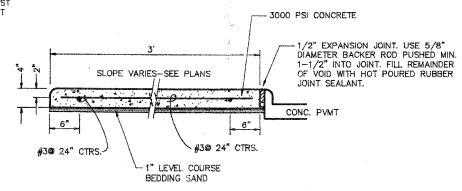


NOTE: SEE PLAN VIEW FOR LOCATION

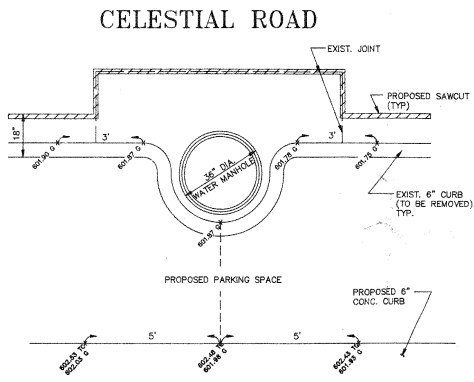
**TRANSVERSE EXPANSION JOINT**  
N.T.S.



**TYPICAL SECTION**  
N.T.S.



**CONCRETE SIDEWALK DETAIL**  
N.T.S.



**PARKING SPACE @ WATER MANHOLE DETAIL**  
N.T.S.

NO.	REVISION	BY	DATE
1	REVISE PARKING SPACE DIMENSIONS AND ELEVATIONS	B.G.	7-14-92
2	REVISE SAWCUT LENGTH AND CONSTRUCTION JOINT	B.G.	7-14-92

DESIGNED BY: J. LEIBHAM  
 DRAWN BY: C. PARKER  
 CHECKED BY: B. GRANTHAM  
 SCALE: 1" = 20'  
 DATE: JUNE 1992  
 ACADFILE: C:\CELESTIAL\SH1.DWG



**eh** ESPEY, HUSTON & ASSOCIATES, INC.  
 Engineering & Environmental Consultants  
 13800 Montfort Drive Suite 230 Dallas, Texas 75240  
 (214) 387-0771

CELESTIAL PARK  
 PARKING IMPROVEMENTS  
 TOWN OF ADDISON, TEXAS

SHEET NO. 1  
 OF 1 SHEETS  
 JOB NO. 14187

BENCHMARKS:  
 B.M. #0 R.R. SPIKE END IN A P.P. ON THE SOUTH SIDE OF CELESTIAL ROAD 400'± EAST OF THE SOUTHWEST PROP. COR. FIRST POLE WEST OF BELLBROOK DR. ELEV. 603.83  
 B.M. #1 " SET IN THE NORTH RIM OF A SAN. SEW 5' SOUTH OF THE SOUTH CURB LINE OF BELLBROOK WAY. NEAR THE NORTH EAST CORNER OF LOT 12 OF BELLBROOK ESTATES. ELEV. 567.70

**LEGEND**

- SPRINKLER HEAD
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- EXISTING TREE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- GUY ANCHOR AND ANCHOR
- GAS LINE
- WATER LINE
- TELEPHONE LINE
- HANDICAP PARKING SPACE MARKER
- EXIST. SPOT ELEVATION
- PROPOSED SPOT ELEVATION

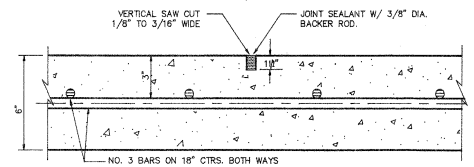
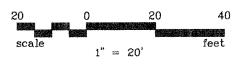
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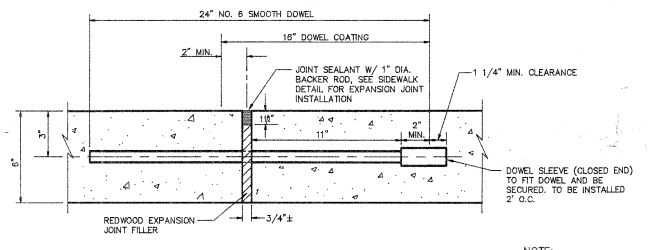
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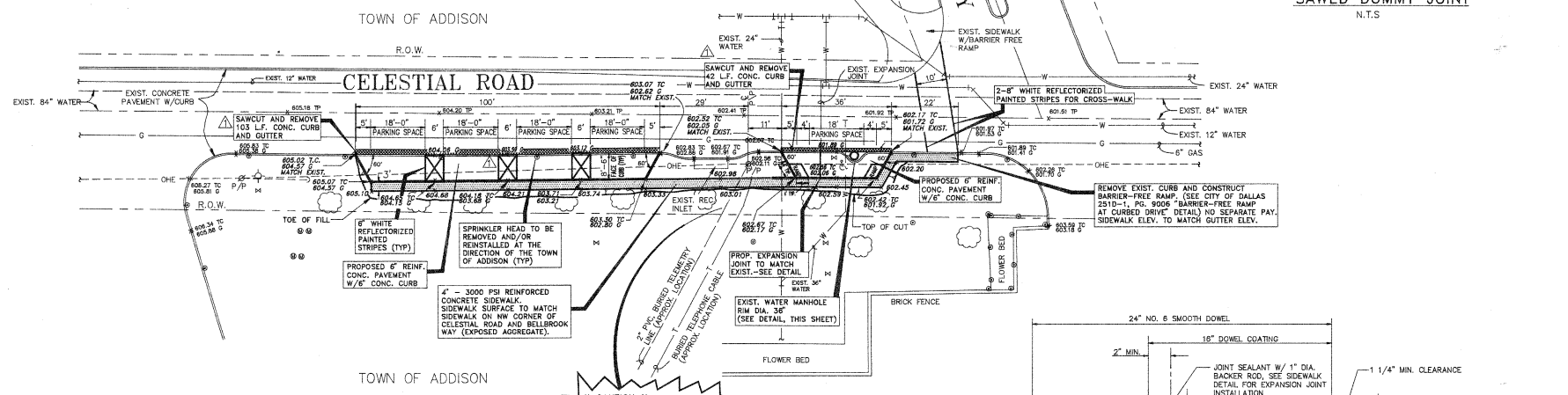
NOTE: ALIGN SAWED DUMMY JOINTS WITH EXIST. DUMMY JOINTS IN STREET.

SAWED DUMMY JOINT N.T.S.

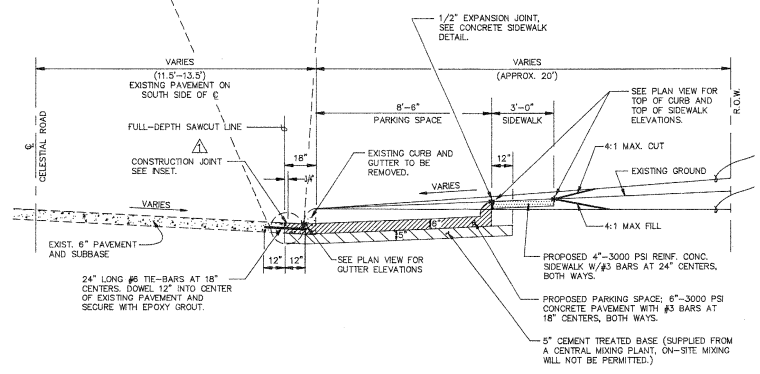
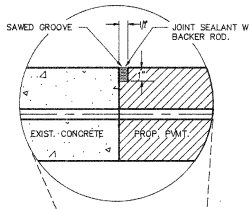


NOTE: SEE PLAN VIEW FOR LOCATION

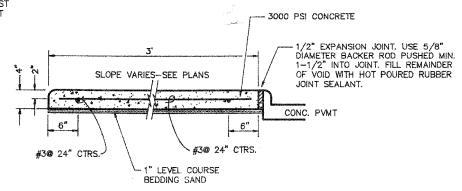
TRANSVERSE EXPANSION JOINT N.T.S.



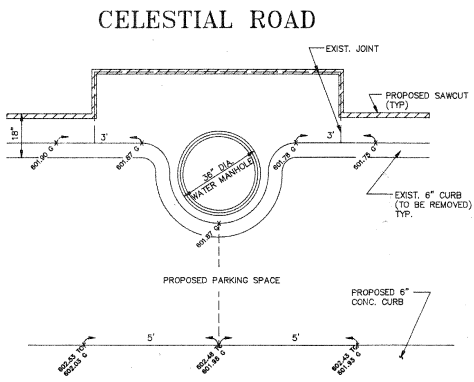
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TYPICAL SECTION N.T.S.



CONCRETE SIDEWALK DETAIL N.T.S.



PARKING SPACE @ WATER MANHOLE DETAIL N.T.S.

NO.	REVISION	BY	DATE
1	REVISE PARKING SPACE DIMENSIONS AND ELEVATIONS	B.G.	7-14-92
2	REVISE SAWCUT LENGTH AND CONSTRUCTION JOINT	B.G.	7-14-92

DESIGNED BY: T. LEIBHAM  
 DRAWN BY: C. PARKER  
 CHECKED BY: B. GRANTHAM  
 SCALE: 1" = 20'  
 DATE: JUNE 1992  
 ACADFILE: C:\CELESTAL\SH1.DWG



**eh** ESPEY, HUSTON & ASSOCIATES, INC.  
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CELESTIAL PARK  
 PARKING IMPROVEMENTS  
 TOWN OF ADDISON, TEXAS

SHEET NO.	1
OF	1 SHEETS
JOB NO.	14187

**BENCHMARKS:**

- B.M. #6 R.R. SPIKE FND IN A P.P. ON THE SOUTH SIDE OF CELESTIAL ROAD 400'± EAST OF THE SOUTHWEST PROP. COR. FIRST POLE WEST OF BELLEBROOK DR. ELEV. 603.83
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**LEGEND**

- SPRINKLER HEAD
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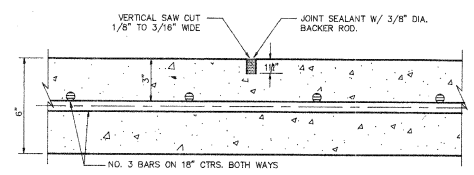
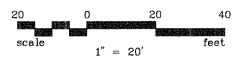
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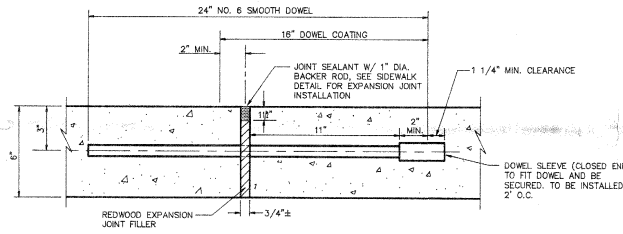
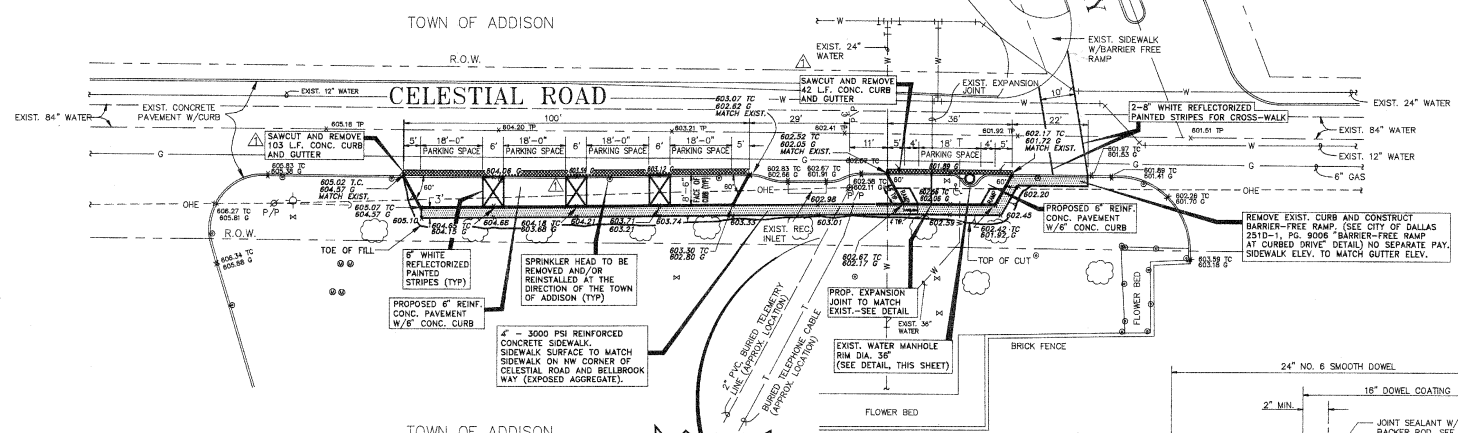
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**SAWED DUMMY JOINT**  
N.T.S.

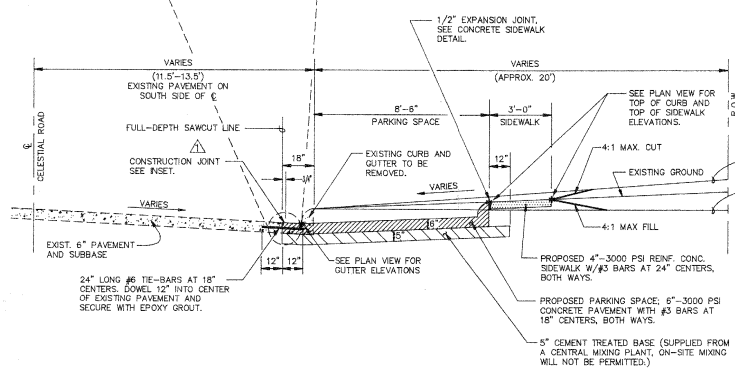
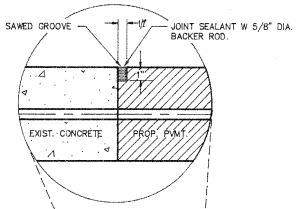
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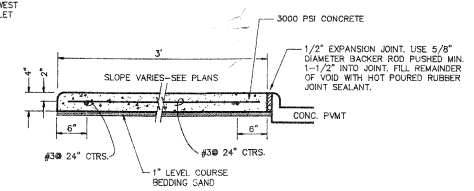
**TRANSVERSE EXPANSION JOINT**  
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NOTE: SEE PLAN VIEW FOR LOCATION

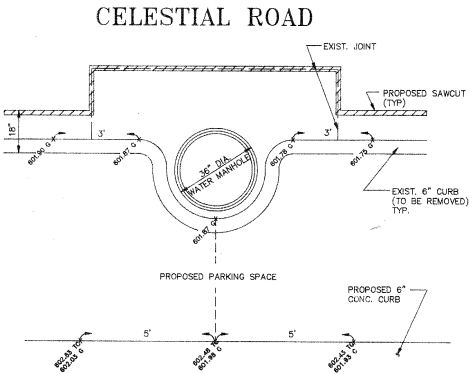
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**TYPICAL SECTION**  
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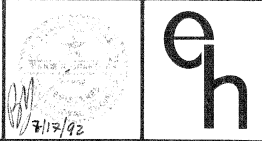
**CONCRETE SIDEWALK DETAIL**  
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SHEET NO. 1  
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