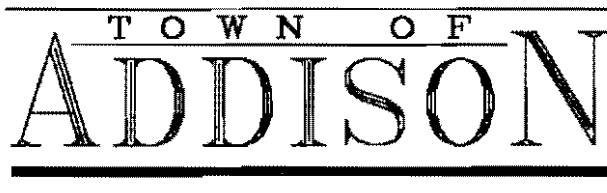


TOWN OF ADDISON, TEXAS

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

BELLBROOK/LAKE FOREST DRAINAGE IMPROVEMENTS



PREPARED BY

**SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS
DALLAS, TEXAS**

JANUARY, 1996

*Bid
Set*

TOWN OF ADDISON, TEXAS

BELLBROOK/LAKE FOREST DRAINAGE IMPROVEMENTS

ADDENDUM NO. 1

January 17, 1996

Plans and specifications for the Bellbrook/Lake Forest Drainage Improvements project for the Town of Addison, Texas, on which bids are to be received until **10:00 a.m., February 5, 1996** are hereby modified as follows:

1. Refer to the Special Provisions, Page SP-13. Add the following Special Provisions:

SP.35 Resolution of Disputes

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

SP.36 Non-Discrimination Policy

It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

SP.37 Compliance with Immigration Laws

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

SP.38 Compliance with General Rules and Laws

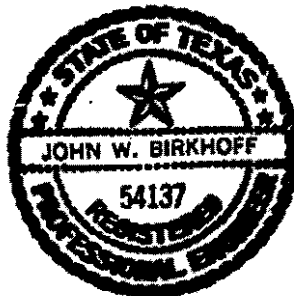
Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and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

2. Bidders shall acknowledge receipt of this Addendum No. 1 in the space provided in the Proposal Form and on the outer envelope of their bid.

**SHIMEK, JACOBS & FINKLEA
CONSULTING ENGINEERS
DALLAS, TEXAS**

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THESE DOCUMENTS ARE FOR BIDDING,
CONSTRUCTION AND PERMIT PURPOSES.

John W. Birkhoff

Date: 11/16/96

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
BELLBROOK/LAKE FOREST DRAINAGE IMPROVEMENTS
FOR
TOWN OF ADDISON, TEXAS**

Prepared for:

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

Prepared by:

**Shimek, Jacobs & Finklea
8333 Douglas Avenue, #820
Dallas, Texas 75225**

January, 1996

SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for Bellbrook/Lake Forest Drainage Improvements, in the Town of Addison, Texas, hereinafter called "City" in accordance with plans, specifications and contract documents prepared by Shimek, Jacobs & Finklea 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 5th day of February, 1996**. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words TOWN OF ADDISON BELLBROOK/LAKE FOREST DRAINAGE 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 interests 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. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7090. For information on the work to be performed, call David Nighswonger, Town of Addison (214) 450-2879 or John Birkhoff, Shimek, Jacobs & Finklea (214) 361-7900.
9. The project consists of providing drainage and other miscellaneous improvements as shown on the plans and in accordance with the specifications.
10. Estimated quantities for major items include the following:

<u>Description</u>	<u>Quantity</u>
36" Storm Sewer Pipe	315 L.F.
30" Storm Sewer Pipe	145 L.F.
24" Storm Sewer Pipe	155 L.F.
18" Storm Sewer Pipe	65 L.F.
21" Slotted Drain Pipe	250 L.F.

TOWN OF ADDISON, TEXAS

SECTION IB
INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS

- A. PROJECT: Bellbrook/Lake Forest Drainage Improvements in the Town of Addison.
- B. PROJECT DESCRIPTION: This project consists of providing drainage, landscape, and other miscellaneous improvements as shown on the plans and in accordance with the specifications.
- C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed of the performance 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. Request 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 made available for pickup 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 U. S. Mail, or available for pickup 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 has 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, expenses, 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. When 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 proposal 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 Sixty (60) 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:

\$250.00 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 an between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such even 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. Benchmarks and horizontal control are shown on the plans.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
- 1) A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2) A Consent of Surety Company to Final Payment.
 - 3) A complete set of Record Drawings which indicate all construction variations from the original construction documents.
 - 4) A one (1) year Maintenance Bond in accordance with Section MB.

END OF SECTION IB

SECTION PF
PROPOSAL FORM

BID FORM

_____, 1996

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

Gentlemen:

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

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

BID SCHEDULE

SECTION "A" - BELLBROOK DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
101	315	L.F.	For Furnishing and Installing 36-Inch Storm Drain Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
102	145	L.F.	For Furnishing and Installing 30-Inch Storm Drain Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
103	155	L.F.	For Furnishing and Installing 21-Inch Storm Drain Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
104	55	L.F.	For Furnishing and Installing 18-Inch Storm Drain Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
105	4	Ea.	For Furnishing and Installing 18-Inch Storm Sewer Plugs, complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____

SECTION "A" - BELLBROOK DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
106	1	Ea.	For Furnishing and Installing 2-foot by 2-foot Drop Inlet including Stubout and Grading, complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____
107	1	Ea.	For Furnishing and Installing 2-Foot by 2-Foot Drop Inlet, including Stubout, Concrete Rip Rap and Grading, complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____
108		Ea.	For Tree Removal, Regardless of Size, complete, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____
109	1	L.S.	For Lawn Irrigation Repairs or Replacement, complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____
110	12	Ea.	For Furnishing and Planting Photenia Plants (10-gallon size), complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____

SECTION "A" - BELLBROOK DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
111	1	L.S.	For Modifications to Grate Inlet Box to include Drainage Holes and Geotextile Fabric at direction of Owner, complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____
112	1	Ea.	For Furnishing and Installing One Grate Inlet including Grading, complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____
113	1	Ea.	For Furnishing and Installing Two Grate Inlet including Grading, complete in place, the sum of _____ _____ Dollars and _____ Cents per Each.	_____	_____
114	30	S.Y.	For Furnishing and Installing Gabion Mat Headwall, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
115	90	L.F.	For Removing and Replacing 4-Foot High Chain Link Fence, including Post and appurtenances, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____

SECTION "A" - BELLBROOK DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
116	1	L.S.	For Removing and Reconstructing Existing Berm, complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____
117	6,800	S.F.	For Furnishing, Placing and Maintaining Solid Sod (10-Foot Wide) in all disturbed areas, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot.	_____	_____
118	680	L.F.	For Trench Safety Systems and Design, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
119	1,610	S.Y.	For Removing Existing Concrete Driveway, complete, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
120	1,610	S.Y.	For Furnishing and Placing 3000 PSI, 6-Inch Reinforced Concrete Drive, including Concrete under Brick Pavers, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____

SECTION "A" - BELLBROOK DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
121	755	S.F.	For Removal of Existing Brick Pavers, complete, the sum of	_____	_____
			_____ Dollars		
			and _____		
			Cents per Square Foot.		
122	755	S.F.	For Furnishing and Installing and/or Reinstalling Existing Brick Pavers, complete in place, the sum of	_____	_____
			_____ Dollars		
			and _____		
			Cents per Square Foot.		

AMOUNT BID (Non-Taxable Material)	_____	Dollars
and _____		Cents
(Price in Figures)	\$ _____	
AMOUNT BID (Labor and Taxable Material)	_____	Dollars
and _____		Cents
(Price in Figures)	\$ _____	
AMOUNT BID - SECTION "A" (Items 101 through 122)	_____	Dollars
and _____		Cents
(Price in Figures)	\$ _____	

SECTION "B" - LAKE FOREST DRIVE DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
201	245	L.F.	For Furnishing and Installing 21-Inch Slotted Drain Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot.	_____	_____
202	1	L.S.	For Furnishing and Installing Triple 12-Inch RCP, Class III Culvert Pipe, complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____
203	50	S.Y.	For Furnishing and Placing 3000 PSI, 6-Inch Reinforced Concrete Channel, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
204	95	S.Y.	For Removing Existing Concrete Drive, including Saw Cut, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard..	_____	_____
205	1	L.S.	For Removal of White Stone and Replacing it with Existing and New Stone including Geotextile Fabric Filter Cloth, complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____

SECTION "B" - LAKE FOREST DRIVE DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
206	110	S.Y.	For Furnishing and Placing 3000 PSI, 6-Inch Concrete Drive, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
207	35	S.Y.	For Removing Existing Concrete Channel, complete, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
208	78	S.Y.	For Removing Asphalt Pavement, complete, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
209	78	S.Y.	For Furnishing, Placing and Compacting Asphalt Pavement, complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.	_____	_____
210	1	L.S.	For Removing and Disposing of Existing Drainage Pipe, complete, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.	_____	_____

SECTION "B" - LAKE FOREST DRIVE DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
211	1	L.S.	For Furnishing, Placing and Maintaining Solid Sod in disturbed areas, complete in place, the sum of _____		
			_____ Dollars		
			and _____		
			Cents per Lump Sum.		

AMOUNT BID (Non-Taxable Material) _____	Dollars
and _____	Cents
(Price in Figures) \$ _____	

AMOUNT BID (Labor and Taxable Material) _____	Dollars
and _____	Cents
(Price in Figures) \$ _____	

AMOUNT BID - SECTION "B" (Items 201 through 211) _____	Dollars
and _____	Cents
(Price in Figures) \$ _____	

SUMMARY

TOTAL AMOUNT BID - SECTION "A" plus SECTION "B"

_____ Dollars

and _____ Cents

(Price in Figures) \$ _____

- NOTES:
1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
 2. Prices must be shown in words and figures for each item listed in the Proposal. In the event of discrepancy, the words shall control.
 3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as concrete, and roadbase, etc.

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

If BIDDER is:

An Individual

By _____
(Individual's Name)

(Seal)

doing business as _____

Business address: _____

Phone No. _____

A Partnership

By _____
(Firm Name)

(Seal)

(General Partner)

doing business as _____

Business address: _____

Phone No. _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture 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, and said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Bellbrook/Lake Forest Drainage Improvements

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, to complete the work within sixty (60) 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, TEXAS
(OWNER)

ATTEST:

By: _____
Ron Whitehead, City Manager

By: _____
Carmen Moran, City Secretary

Party of the Second Part (CONTRACTOR)

By: _____
Corporate Officer

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 _____ (official title) of said corporation; that said 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 Secretary

Corporate Seal

SECTION PrB
PERFORMANCE BOND

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: _____

PRINCIPAL: _____

SURETY: _____

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

DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, 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: _____

WITNESS: _____

Address: _____

SEAL

SURETY

By: _____

ATTEST: _____

Address: _____

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

SECTION PyB
PAYMENT BOND

SECTION PyB
PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: _____

PRINCIPAL: _____

SURETY: _____

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

DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto the Town of Addison, Texas, 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: _____

WITNESS: _____

Address: _____

SEAL

SURETY

By: _____

ATTEST: _____

Address: _____

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

SECTION MB
MAINTENANCE BOND

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

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

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

This obligation is conditioned, however, that whereas said

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

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of 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

SP.1 LOCATION OF PROJECT

The location of this project is in the southern portion of the Town of Addison, Texas. A location map is included in the construction plans.

SP.2 SCOPE OF WORK

The work under this contract includes storm drainage improvements consisting of approximately 946 linear feet of storm sewer pipe.

SP.3 CONSTRUCTION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications.

SP.4 COPIES OF PLANS AND SPECIFICATIONS

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

SP.5 REFERENCE SPECIFICATIONS

Where reference is made in these specifications, to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SP.6 TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purposes whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard for quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with material, manufactured article, or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SP.7 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 this 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.

SP.8 CONCRETE MIX DESIGN

The Contractor shall submit proposed concrete mix design for each class of concrete to the Owner for review and acceptance. The mix designs shall be proportioned in accordance with the requirements of A.C.I. 318-83, and include data from field experience and/or trial mixtures with the results of confirmation cylinders. The mix designs and supporting data shall be submitted and accepted at least 10 days prior to placing concrete.

SP.9 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.

SP.10 CLEANUP

During Construction: The Contractor shall at all times keep the jobsite as free from all disposable material, debris, and rubbish as is practicable, and shall remove same from any portion of the jobsite when it becomes objectionable or interferes with the progress of the project, in the opinion of the Engineer or the Owner. Broken pipe, including vitrified clay pipe, cast iron pipe, and concrete pipe and other debris resulting from construction shall not be left on the site after the construction work is completed. Upon completion of particular phases of the concrete pavement improvements which can be used by the traveling public during construction, the joints shall be sawed at the proper time, and within ten (10) days after sawing the joints, the joints shall be sealed and the pavement shall then be swept clean with a power-driven broom and opened for traffic. Under no circumstances shall the Contractor leave the joints unsealed unless written permission is given by the Engineer. Whether permission is given or not for the Contractor to delay sealing the joints, the Contractor shall sweep and cleanup the slab for use by the traveling public. Under no circumstances shall the Contractor use a completed pavement to stockpile backfield material. During the construction the Contractor shall not damage improvements on private property, including shrubs, grass, pavement, walks, curbs and fences.

Final: Upon completion of the work, the Contractor shall remove from the site all plants, materials, tools and equipment belonging to him and restore the site with an appearance acceptable to the Engineer and the Owner. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SP.11 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with other contractors.

SP.12 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

- a) Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.
- b) General Construction: The Contractor shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the Contractor shall submit, for approval by the Owner, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions.

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

- c) Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the plans and in the Special Provisions. In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Owner, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

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

During construction, the Contractor will be required to furnish, place, and maintain in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways", vertical panels along edge of pavements and fills that are hazardous. The vertical panels shall be supplemented with steady burning electric lamps alternated with delineator panels.

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

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

SP.13 LIGHTS AND POWER

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

SP.14 WAGE RATES

All employees of the Contractor for the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event less than the minimums prescribed in the following schedule:

The "prevailing rates" shown will be the minimum wages acceptable on this project.

MINIMUM WAGE RATES

<u>Classification</u>	<u>Minimum Hourly Rate</u>
Air Tool Operator	\$7.55
Asphalt Raker	8.57
Asphalt Shoveler	8.26
Batching Plant Weigher	9.37
Batterboard Setter	8.92
Carpenter	9.45
Concrete Finisher (Paving)	9.35
Concrete Finisher (Structures)	9.06
Concrete Rubber	7.73
Electrician	12.76
Flagger	5.60
Form Builder (Structures)	8.72
Form Liner (Paving and Curb)	8.91
Form Setter (Paving and Curb)	8.69
Form Setter (Structures)	8.43
Laborer, Common	6.40
Laborer, Utility	7.46
Manhole Builder	11.00
Mechanic	10.66
Oiler	8.70
Painter (Structures)	10.91
Piledriver	7.50
Pipelayer	8.51
Servicer	8.10
 <u>Power Equipment Operators:</u>	
Asphalt Distributor Operator	8.40
Asphalt Paving Machine	9.05
Barricade Servicer Zoned Work	6.40
Blaster	11.33
Broom or Sweeper Operator	7.91
Bulldozer, 150 HP and Less	8.70
Bulldozer, Over 150 HP	9.16
Concrete Paving Curing Machine	8.21
Concrete Paving Finishing Machine	9.45
Concrete Paving Form Grader	8.50
Concrete Paving Joint Machine	9.04
Concrete Paving Joint Sealer	7.35
Concrete Paving Float	7.88
Concrete Paving Saw	9.29
Concrete Paving Spreader	9.75
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (Less than 1½ CY)	9.51
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (1½ CY and Over)	10.52
Crusher or Screening Plant Operator	9.50
Form Loader	12.00
Foundation Drill Operator (Crawler Mounted)	10.00

<u>Classification</u>	<u>Minimum Hourly Rate</u>
Foundation Drill Operator (Truck Mounted)	11.14
Front End Loader (2-1/2 CY and Less)	8.82
Front End Loader (Over 2-1/2 CY)	9.31
Hoist (Double Drum)	8.92
Milling Machine Operator	6.65
Mixer (Over 16 CF)	9.00
Mixer (16 CF and Less)	7.91
Mixer (Concrete Paving)	9.50
Motor Grader Operator, Fine Grade	10.35
Motor Grader Operator	9.89
Mounted Sign Installer Permanent Ground	6.40
Pavement Marking Machine	6.40
Paving Sub-Grader	9.00
Post Hole Driller Operator	9.00
Reinforcing Steel Setter (Paving)	9.22
Reinforcing Steel Setter (Structures)	11.55
Roller, Steel Wheel (Plant-Mix Pavements) ...	8.34
Roller, Steel Wheel (Other, Flat Wheel & Tamping)	7.96
Roller, Pneumatic (Self Propelled)	7.40
Scrapers (17 CY and Less)	8.14
Scrapers (Over 17 CY)	8.21
Side Boom	7.79
Sign Erector	11.44
Slipform Machine Operator	9.00
Spreader Box Operator	6.99
Steel Worker (Structures)	12.86
Tractor (Crawler Type) 150 HP & Less	8.45
Tractor (Crawler Type) Over 150 HP	8.87
Tractor (Pneumatic)	7.74
Traveling Mixer	7.62
Trenching Machine, Light	8.19
Trenching Machine, Heavy	12.50
Wagon-Driller, Boring Machine	9.00
 <u>Truck Drivers:</u>	
Lowboy-Float	9.65
Single Axle, Light	7.47
Single Axle, Heavy	8.07
Tandem Axle or Semi-Trailer	7.82
Transit-Mix	7.51
Vibrator Operator	7.00
Winch	8.20
Welder	10.46

If the construction project involves the expenditure of federal funds in excess of \$2,000.00, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work in the City of Addison or the rate given above, whichever is higher.

Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workers or mechanics is the produce to (a) the number of hours worked per day, except for overtime hours, times (b) the above respective Rate Per Hour.

For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective Rate Per Hour, times (b) the number of hours worked on the legal holiday.

The "general prevailing rate for overtime work" for the crafts or type of workers or mechanics is one and one-half times the above respective Rate Per Hour.

Under the provisions of Article 5159a, Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

SP.15 CLAIMS FOR DAMAGES OR INJURY

Item 1.24.3 - SMALL CLAIMS FOR DAMAGE OR INJURY is amended to read as follows:

If any person files a claim against the Owner or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the Owner a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Owner as its irrevocably Attorney-In-Fact authorizing the Owner to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the Owner which authorizes the Owner to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Owner, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Owner as is authorized by Item 1.52. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

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

In accordance with the obligations set forth in Special Provision Item 1.24.3, Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by Owner of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the City.

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

SP.16 COOPERATION OF CONTRACTORS

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications, and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work subcontracted.

The Superintendent and the Contractor shall be responsible for all work performed by the subcontractor at all times during construction.

SP.17 ESTIMATED PAYMENTS

Prior to starting construction, the Contractor shall submit to the Engineer an estimate of his monthly payment requests. This shall be reviewed every three months during the construction period and revised estimates furnished if significant changes are indicated.

SP.18 ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).

SP.19 PARTIAL PAYMENTS

Any partial payments due the Contractor, less retainage, shall be paid on or before the next Friday following the 15th day of the month following the month which the construction estimate work is performed. See Item 1.51.2 of the Special Provisions.

SP.20 EXCAVATION SAFETY SYSTEMS

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

a) General

Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this project.

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

b) Core Borings

Any core borings and soil data furnished by the Owner are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the Owner in no way relieves the Contractor of this obligation.

If no core borings or soil data are furnished by the Owner, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

c) Inspections

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

d) Details

The standard detail plans for Sheeting, Trench Shield, and Trench Jacks as shown in the O.S.H.A. Regulations previously referenced are attached hereto as Figures 1, 2 and 3. Also, TABLE P-1, APPROXIMATE ANGLE OF REPOSE FOR SLOPING OF SIDES OF EXCAVATIONS, and TABLE P-2, TRENCH SHORING-MINIMUM REQUIREMENTS, are also attached. The design of the members shown in Table P-2 is the minimum acceptable on this project.

e) Measurement and Payment

Measurement of Trench Safety Systems shall be based on the percentage of the total pipe to be installed on the project. Payment shall be made as a percentage of the lump sum amount as provided in the Proposal and Bid Schedule for Furnishing and Installing Trench Safety Systems. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

SP.21 SPRINKLER REPAIR

The Contractor is responsible for the repair or replacement of any sprinkler damage caused by his construction. This repair is subsidiary to the contract unless there is a specific item for sprinkler repair. All repairs or replacements shall be completed by licensed irrigators paid for by the Contractor.

SP.22 PROJECT VIDEO

Prior to start of construction, Contractor shall videotape construction area and property adjacent to construction. The Contractor shall furnish the Owner a copy of the tape in VHS format. This shall be subsidiary to project.

SP.23 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 or approved by the Owner. The right is reserved to the Owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

SP.24 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. 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. Existing landscaping and irrigation shall be protected at all times.

SP.25 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SP.26 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Owner, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

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

SP.27 CONTRACTOR TO FURNISH COST BREAKDOWN

The Contractor shall furnish the Engineer with a breakdown of any lump sum bid suitable for use in the preparation of progress estimates of the job. Such a breakdown shall be in sufficient detail so as to permit its use in a manner satisfactory to the Engineer. It shall not be unbalanced. Progress payments for materials on hand and equipment delivered will be based on invoices. Cost breakdown, as above described, shall be subject to approval by the Engineer and shall not include individual line items for bonds, insurance or move-in costs.

The Engineer will not recommend approval of a progress estimate for payment until a satisfactory cost breakdown of the project has been submitted by the Contractor.

The Contractor shall submit an estimate of monthly payment requests based on the target construction schedule and the cost breakdown. The estimate of monthly payment request shall be reviewed and updated each three months.

SP.28 STORM SEWER PIPE

The following sewer pipe is acceptable for this project in accordance with the assigned NCTCOG Standard Specification item number and ASTM designation:

- Polyethylene (PE) corrugated smooth lined storm sewer and fittings NCTCOG Item 2.12.29. ASTM Designation F405 and F667.
- Reinforced Concrete Pipe NCTCOG Item 2.12.3. ASTM Designation C76.
- Corrugated Metal Pipe, NCTCOG Item 2.12.16, ASTM Designation A760 Type IA. This pipe only for Slotted Drains on Lake Forest Drive.
- Slotted Drain (grate) shall conform to ASTM A-36 and shall be hot dipped galvanized.

SP.29 RECORD DRAWINGS

The Contractor shall maintain 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 which shall include the following:

- Delineation of each change made to the construction plans during construction.
- Certification that each document as submitted is complete and accurate.
- Signature of Contractor or his authorized representative.

SP.30 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 of 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 provision in these Specifications for extra work shall apply.

SP.31 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.

SP.32 SOLID SOD

The Contractor shall furnish, place and maintain solid sod throughout the contract. Maintaining sod shall include, but not be limited to watering, fertilizing and aerating. All areas disturbed by the Contractor shall be restored by fine raking and the placement of solid sod. The Town will only pay for solid sod in the ten foot wide permanent drainage easement (5-feet either side of drainage pipe).

SP.33 INSURANCE

Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison, a minimum of five property owners and the Engineer as additional insured.

SP.34 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions

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

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

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code): Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the Owner;
 - 1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
 - 2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any changes that materially affects the provisions of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;
 - 2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the Owner in writing by certified mail or personal delivery, within 10-days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing

false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

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

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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