

Belt Line Rd Pavement  
Rehab

May 3, 2005

**HNTB**

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Final Pay Request/Project Acceptance

Dear Mr. Morris:

We have met with the Town of Addison staff and reviewed the latest punch list for the referenced project. The Town acknowledges that the punch list items have been satisfactorily completed and will submit this project to Town Council for acceptance upon receiving from APAC-Texas the following documents:

- 1 – Receipt of the Affidavit of Bills Paid
- 2 – Receipt of the Surety Consent Form
- 3 – Agreed upon Final Payment Estimate

You may submit to the Town for review and consideration, your final payment estimate for this project. As with any project, there needs to be an agreement reached as to final quantities and the amount of the final pay estimate for the work performed. We are requesting that you provide us for review a final pay estimate that includes all currently approved change orders. Our records indicate the following:

Original Contract:	\$ 730,766.00
Change Order No. 1:	\$ 1,863.40
Change Order No. 2:	<u>\$ 1,900.00</u>
Total:	\$ 734,529.40

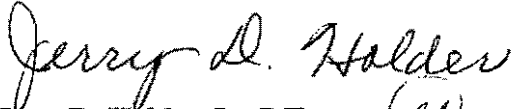
The original contract time to complete the project was twenty-five (25) calendar days. Work began on October 17, 2004 and ended on December 14, 2004, a total of fifty-nine (59) days. There were two time extensions given during construction: Three (3) days for the delivery of new material, and one (1) day for Thanksgiving Day. This yields a total of fifty-five (55) days, an overage of thirty (30) calendar days beyond the allotted time in the original contract. As per the contract, there was a disincentive clause of \$10,000 per day. The total disincentive for the thirty days overage is \$300,000.00. The Town expects to see the disincentive built into the

agreed upon final pay request. In order to move this process forward in a timely manner, the Town of Addison requests that you submit your invoice no later than May 16, 2005.

If you have any questions, please contact me at 972-661-5626.

Sincerely,

HNTB CORPORATION



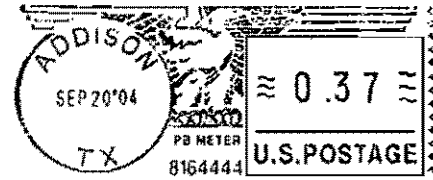
Jerry D. Holder, Jr., P.E.  
Director of Municipal Services

Cc: S. Chutchian, Town of Addison  
C. Terry, Town of Addison  
R. Jones, Town of Addison  
J. Nicewander, Town of Addison  
J. Pierce, Town of Addison  
S. Forbes, HNTB Corporation  
M. Ebeling, HNTB Corporation

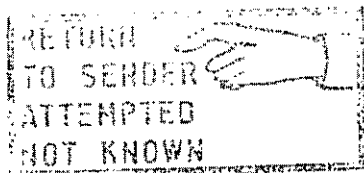


**PUBLIC WORKS DEPARTMENT**  
Post Office Box 9010 Addison, Texas 75001-9010

DUFFY'S SPORTS BAR & GRILL  
Owner  
3885 BELT LINE RD  
ADDISON, TX 75001



*Addison 50!*  
50 YEARS OF FUN!



75001+48250159010



**ASHLAND.****APAC - Texas, Inc.****Kirk D. Morris**  
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulthic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC - Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC - Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

APAC - Texas, Inc.

Kirk D. Morris  
Area ManagerCc S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
R. Blackburn, APAC - Texas, Inc.



APAC-TEXAS, INC. - Texas Bitulithic Division - 2121 Irving Boulevard - P. O. Box 224048  
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

**FAX COVER SHEET**

DATE OF TRANSMISSION: 11/11/04

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: TOWN OF ANDERSON (SEE BELOW)
	DEPARTMENT:
	COMPANY:

FROM: KIRK MORRIS

WE ARE TRANSMITTING  PAGES (INCLUDING THIS COVER SHEET).  
IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:

cc: MR. MURPHY  
MR. JONES  
MR. PIERCE  
MR. CHUTKIAN  
MR. NEELZANDER

THANK YOU.

**NOTICE OF CONFIDENTIALITY**

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**Kirk D. Morris**  
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.  
Texas Bituminous Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

November 11, 2004

Michael W. Fheling  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, Texas 75093

RE: HNTB Letter Dated November 5, 2004

Mr. Fheling,

In response to your letter dated November 5, APAC – Texas, Inc. first reminds your firm that we boldly stated at the pre-construction meeting on October 14, 2004 that the payprep product, and joint fabrics in general, do cause reflective bumps in the asphalt paving mat. We have never deviated from this stance. The manufacturer of this product even notes in its own literature that shadowing (a more delicate word for reflective bumps) can and may occur. Still, HNTB has chosen to force the follow through of the use of this material to the point of requesting orally that APAC – Texas, Inc. re-source the project with a thinner version of the payprep joint fabric that still produces the same reflective bump results. Representatives from both Payprep and their distributor Lone Star Products have been available and consistently providing feedback. As to whether installation was correct or incorrect, these industry representatives have quickly pointed out that APAC – Texas, Inc. has correctly installed the fabric. APAC – Texas, Inc. has been available to try every suggestion provided by the manufacturer and HNTB.

Given the statements above, APAC –Texas, Inc. would only be meddling with the approved design for this project in order to remediate a problem. Design for this project is and has always been the responsibility of the Town of Addison and assumably their contract manager, HNTB Corporation. APAC – Texas, Inc. is the contractor for the Town of Addison. We only offer advice as to our previous experience not that any particular experience has bearing on the current project. We seek to fulfill the specifications as they are contracted. We can only point out where we think design has caused conflict with specifications such as our statements made at the October 14, 2004 meeting. Therefore, the designer should propose a solution on how best to resolve these conflicts.

Speaking specifically to your letter's denial of cost and time claims before they materialize, we find this issue to be disturbing and disheartening as to HNTB's and presumably the Town of Addison's unwillingness to partner together to find a best fit solution. The willingness to partner together in these issues has certainly been the attitude of APAC and we assumed with HNTB personnel associated with this project prior to the receipt of this letter referenced above.



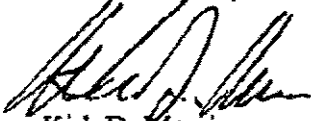
**Kirk D. Morris**  
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulithic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

In addition, we are currently visiting with our subcontractor, Dustrol, Inc., about additional cost, if any, and time, if any, that will be needed due Dustrol's needing to remobilize the project to rework the butt joint at the railroad tracks due to the HNTB's representative reversing his previous decision on where to place the first butt joint at the railroad tracks. Obviously, this is a very time sensitive project which requires close attention to matters where decision reversal affects the overall critical path.

Sincerely,

APAC - Texas, Inc.



Kirk D. Morris  
Area Manager

Cc: M. Murphy, Town of Addison  
R. Jones, Town of Addison  
J. Pierce, Town of Addison  
S. Chutchian, Town of Addison  
J. Nicewander, Town of Addison  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation





ARCHITECTS ENGINEERS PLANNERS

5910 W. Plano Parkway  
Suite 200  
Plano, Texas  
75093  
(972) 661-5626  
FAX (972) 661-5614  
www.hntb.com

November 5, 2004

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Asphalt Pavement Rideability Issues

Dear Mr. Morris,

APAC-Texas, Inc. began work on the above referenced project on October 17, 2004 and performed the first night's asphalt paving beginning on October 21, 2004, continuing into the morning of October 22, 2004. The limits of paving were Eastbound Lane 1 from approximately Station 11+20 to 52+00. The quality of rideability for this section of overlay is unacceptable due to the severity and frequency of bumps in the new asphalt pavement. Please submit a proposed plan of corrective action for this section of new pavement. This plan must be reviewed and accepted by the Engineer and the proposed remedy completed by APAC-Texas, Inc. within the current 28 day project schedule. Any and all costs associated with this repair shall be borne solely by APAC-Texas, Inc. Claims for monetary damages and/or delays associated with this repair by APAC-Texas, Inc. will be rejected without consideration

We are continuing to evaluate the remaining completed sections of asphalt overlay for acceptability. We will notify you immediately if we conclude there are additional sections of new asphalt pavement which require repair procedures.

Please do not hesitate to contact us if you have any questions.

Yours truly,

HNTB Corporation

Michael W. Ebeling  
Director of Construction Services

Cc: M. Murphy, Town of Addison  
R. Jones, Town of Addison

The HNTB Companies

J. Pierce, Town of Addison  
S. Chutchian, Town of Addison  
J. Nicewander, Town of Addison  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation

\* 1<sup>st</sup> PASS ISSUE - NOT ACCEPTABLE.

\* 3 INTERSECTIONS - NOT ACCEPTABLE (SURFACE CONDITIONS).

\* RXP CROSSING APPROACHES.

November 4, 2004

Mr. Mike Murphy, P.E.  
Public Works Director, Town of Addison  
16801 Westgrove Drive  
P.O. Box 9010  
Addison, TX 75001-9010

Re: Beltline Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway

Dear Mr. Murphy:

Attached please find three items: A letter from Kirk Morris, APAC-Texas Area Manager, to Scott Forbes; A letter from Steve Waczak, Lone Star Products, Inc., to Kirk Morris; and an updated schedule of the referenced project.

MIKE: WE ORIGINALLY  
TALKED ABOUT 2 DAYS,  
BUT 3 WON'T REALLY  
MAKE ANY  
DIFFERENCE.

SHOW US  
JUSTIFICATION

The letter from Mr. Morris requests the addition of three (3) days to the original schedule due to the change of the Pav-Prep joint fabric product. As you know, we have experienced a "shadowing" problem on some of the paving sections. The owner of the manufacturer flew into town last week to examine the problem. He offered to replace the 110 mil thick fabric with a thinner version. We all agreed that a thinner material should help the "shadowing" problem and agreed to change the material. This change of material caused APAC to not be able to pave or install fabric from the time our decision was made to the time the fabric was delivered to the site. Michael Ebeling, Scott Forbes, and I discussed the circumstances in detail with Mr. Morris and we agree that a three day extension in time is appropriate and fair. Mr. Morris has also requested to be reimbursed for the return freight charge to ship the 110 mil thick Pav-Prep back to the manufacturer. This cost is \$1,900 and we feel this is an appropriate cost request given the circumstances of changing the Pav-Prep product. APAC is absorbing a \$650 fee to expedite the shipping and an additional \$950 handling fee. The manufacturer of the Pav-Prep material has agreed to swap out the product at no additional cost.

In summary, we believe a three day extension of the schedule and the reimbursement of the \$1,900 freight is appropriate. We will put together a change order if you concur. Please call me with any questions.

Sincerely,  
HNTB Corporation

THIS IS YOUR CALL, BUT  
THE TOWN WAS GETTING  
AN INFERIOR PRODUCT ON  
THE STREET BEFORE APAC  
WAS HIT WITH THE  
FREIGHT CHARGE.

Jerry D. Holder, Jr., P.E.

Cc: Steve Chutchian, P.E. - Town of Addison  
Robin Jones, P.E. - Town of Addison  
Michael Ebeling, P.E. - HNTB Corporation  
Scott Forbes, P.E. - HNTB Corporation

I DON'T CARE

Steve C.

**ASHLAND.****APAC- Texas, Inc.****Kirk D. Morris**  
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.  
Texas Ethnic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

November 17, 2004

Michael W Ebeling, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

RE: November 12, 2004 letter

Dear Mr. Ebeling,

APAC - Texas, Inc. acknowledges receipt of your letter dated November 12, 2004. We still disagree with many of the statements in your letter. Conflicting issues, such as the ones pointed out in your above referenced letter, need to be addressed in another forum. What is needed now, is to hear from HNTB, or the Town of Addison, in writing what will be the acceptable, and reasonable, extra work needed for the area defined by Eastbound Lane 1 approximately Station 11+20 to 52+00? We acknowledge our role as the contractor for the Town of Addison, and as such, we stand ready to perform at the direction of the Town of Addison, or its contract manager. Upon completion of said work, APAC - Texas, Inc. will pursue whatever course we deem necessary to resolve these issues.

Sincerely,

APAC - Texas, Inc.

Kirk D. Morris  
Area Manager

Cc: S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
R. Blackburn, APAC - Texas, Inc.  
M. Murphy, Town of Addison, TX  
R. Jones, Town of Addison, TX  
J. Pierce, Town of Addison, TX  
S. Chutchian, Town of Addison, TX  
J. Nicewander, Town of Addison, TX  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation





APAC-TEXAS, INC. - Texas Bitulthic Divlslon - 2121 Irving Boulevard - P. O. Box 224048  
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

**FAX COVER SHEET**

DATE OF TRANSMISSION: 11/18/04

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: TOWN OF ADDISSON
	DEPARTMENT:
	COMPANY:

FROM: KIRK MORRIS

WE ARE TRANSMITTING  PAGES (INCLUDING THIS COVER SHEET).  
IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:

PLEASE DISTRIBUTE: M. MURPHY  
R. JONES  
J. PIERCE  
S. CHUTCHIAN  
J. NICEWANDER

THANK YOU.

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November 12, 2004

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Letter of November 11, 2004  
Remediation of Unacceptable Asphalt Overlay

Dear Mr. Morris,

We have carefully reviewed the above referenced correspondence. We remind APAC - Texas, Inc. the spirit of partnering is an agreement, formal or otherwise, to mutually approach a resolution of project issues in a cooperative manner. Partnering does not extend to a requirement for the Owner or Engineer to accept a substandard quality of work.

Specific issues which arise in your correspondence are addressed as follows:

- “Shadowing” is an aesthetic visual issue and is not another term for reflective bumps.
- We strongly disagree with your assertion that statements made by APAC – Texas, Inc. at the preconstruction conference regarding bumps resulting from the use of pavement fabrics are a valid reason to disregard the quality requirements and thereby relieve the Contractor of his obligations under this contract.
- The severity and frequency of the bumps in the affected asphalt overlay, noted in our previous correspondence are not the result of the project design but are instead the direct result of construction means and methods chosen by APAC – Texas, Inc. We point out APAC – Texas, Inc.’s failure to follow the fabric manufacturer’s specific direction regarding the amplitude and frequency of the asphalt compaction effort. We further note, in direct contrast to your correspondence, once the compaction amplitudes were adjusted to the manufacturer’s recommendation, the severity of bumps was dramatically reduced. This is unrelated to the revision of the pavement fabric to a thinner material. A large percentage of the project was paved over the originally specified fabric and does not exhibit the same severity of bumps as the first night’s paving deemed unacceptable.

*The HNTB Companies*

CHICAGO, ILLINOIS, CA, DENVER, CO, HOUSTON, TX, LOS ANGELES, CA, MIAMI, FL, NEW YORK, NY, PHOENIX, AZ, PORTLAND, OR, SAN ANTONIO, TX, SEATTLE, WA, TAMPA, FL, WASHINGTON, DC

MEMPHIS, TN, OMAHA, NE, PHOENIX, AZ, PORTLAND, OR, SAN ANTONIO, TX, SEATTLE, WA, TAMPA, FL, WASHINGTON, DC

- We take issue to your statement that HNTB has been unwilling to partner together to find a best solution. On the contrary, we have worked diligently with all parties to find solutions to the initial paving problems. It was HNTB that contacted the PavePrep manufacturer and spearheaded meetings between the parties involved in an effort to deliver a quality project to the Town of Addison.
- Quality Control of the new asphalt overlay is the responsibility of the Contractor and as such we deny it is our obligation to propose a solution to this issue and reiterate our position that APAC – Texas, Inc. prepare an acceptable method of remediation and bear all costs associated with such implementation.
- APAC – Texas, Inc. states the time sensitive nature of this project and yet has failed to provide adequate resources to complete this project within the specified contract duration. APAC – Texas, Inc. has failed to provide additional resources to compensate for plant and equipment breakdowns. The concrete milling operation originally scheduled for four days for completion has instead extended into the third week of the project. Additional paving crews were not utilized by APAC – Texas, Inc. even though it has been readily apparent the paving cannot be completed within the framework of the project schedule without such additional resources.

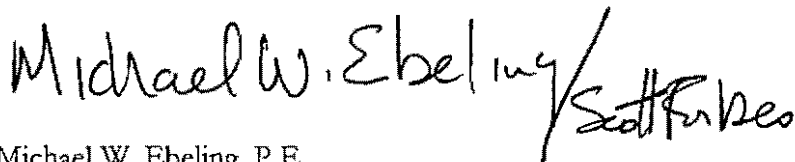
APAC – Texas, Inc. has repeatedly stated their desire to provide a quality product and to make repairs to the pavement in question to the satisfaction of the Town of Addison. We state again our request for a proposed plan to correct the unacceptable quality of the asphalt overlay in the area referred to in our November 5<sup>th</sup> letter and again state this plan must be accepted by the Engineer and repairs made within the current project schedule.

The issue of remobilization of your subcontractor Dustrol, Inc. for work at the railroad is an issue separate from the pavement quality issue and as such will be addressed under separate correspondence.

In closing, we would like to resolve this issue as soon as possible due to the project schedule nearing completion. Please contact us immediately if you have any questions.

Sincerely,

HNTB Corporation



Michael W. Ebeling

Michael W. Ebeling, P.E.  
Director of Construction Services

Encl: HNTB November 5<sup>th</sup> Letter  
APAC November 11<sup>th</sup> Letter

Cc: M. Murphy, Town of Addison  
R. Jones, Town of Addison  
J. Pierce, Town of Addison  
S. Chutchian, Town of Addison  
J. Nicewander, Town of Addison  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation





November 5, 2004

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Asphalt Pavement Rideability Issues

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We are continuing to evaluate the remaining completed sections of asphalt overlay for acceptability. We will notify you immediately if we conclude there are additional sections of new asphalt pavement which require repair procedures.

Please do not hesitate to contact us if you have any questions.

Yours truly,

HNTB Corporation

Michael W. Ebeling  
Director of Construction Services

Cc: M. Murphy, Town of Addison  
R. Jones, Town of Addison

The HNTB Companies

J. Pierce, Town of Addison  
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S. Forbes, HNTB Corporation

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November 11, 2004

Michael W. Eheling  
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5910 W. Plano Parkway Ste. 200  
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RE: HNTB Letter Dated November 5, 2004

Mr. Eheling,

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The logo for APAC, consisting of the lowercase letters "apac" in a bold, sans-serif font, enclosed within a rectangular border.

**ASHLAND.****APAC- Texas, Inc.****Kirk D. Morris**  
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.  
Texas Bulkhead Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

In addition, we are currently visiting with our subcontractor, Dustrol, Inc., about additional cost, if any, and time, if any, that will be needed due Dustrol's needing to remobilize the project to rework the butt joint at the railroad tracks due to the HNTB's representative reversing his previous decision on where to place the first butt joint at the railroad tracks. Obviously, this is a very time sensitive project which requires close attention to matters where decision reversal affects the overall critical path.

Sincerely,

APAC - Texas, Inc.

  
Kirk D. Morris  
Area Manager

Cc: M. Murphy, Town of Addison  
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S. Chutchian, Town of Addison  
J. Nicewander, Town of Addison  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation

**apac**

# **HNTB** ARCHITECTS ENGINEERS PLANNERS

5910 W Plano Parkway  
Suite 200  
Plano, Texas  
75093  
(972) 661-5626  
FAX (972) 661-5614  
www.hntb.com

November 19, 2004

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Letter dated November 17, 2004  
Remediation of Unacceptable Asphalt Overlay

Dear Mr. Morris:

We have carefully reviewed the above referenced correspondence. As we stated in our correspondence to you on November 5, 2004 and also November 12, 2004, we are waiting for you to submit a proposed plan of corrective action for the section of new pavement on Eastbound Lane 1 from approximate station 11+20 to approximate station 52+00. It is not the responsibility of HNTB Corporation or the Town of Addison to direct you on how to remediate the problems in this pavement section. HNTB Corporation nor the Town of Addison considers this remediation effort “extra” work as you state in your letter dated November 17, 2004. For clarification purposes, your letter was faxed to our office on November 18, 2004.

In an effort to move your decision forward as quickly as possible, we will tell you that a proposal to mill off the top one (1) inch of the existing asphalt section and replace with a new one (1) inch overlay of the same asphalt mix would be an acceptable solution to HNTB Corporation and the Town of Addison. This is in no way intended to direct you to proceed with this method. Whatever corrective measure you propose and we accept will not be considered extra work.

I will also reiterate the Town’s offer to let APAC-Texas, Inc. work extended hours through this weekend in an effort to expedite the project. They have offered to allow APAC-Texas, Inc. to work the following times if a successful proposal is agreed upon by the end of business on Friday, November 19, 2004.

#### *The HNTB Companies*

OFFICES: ALEXANDRIA, VA, ANNAPOLIS, MD, ATLANTA, GA, AUSTIN, TX, BATON ROUGE, LA, BOSTON, MA, CHARLESTON, SC, CHARLESTON, WV, CHICAGO, IL, CLEVELAND, OH,  
COSTA MESA, CA, DALLAS, TX, DENVER, CO, EL PASO, TX, HOUSTON, TX, IRVING, TX, JACKSONVILLE, FL, JEFFERSONVILLE, IN, KANSAS CITY, MO,  
KEESVILLE, TX, LITTLE ROCK, AR, LOS ANGELES, CA, LITTLE ROCK, AR, MEMPHIS, TN, MIAMI, FL, MILWAUKEE, WI, NEW YORK, NY, OMAHA, NE, OKLAHOMA CITY, OK,  
ORLANDO, FL, OVERLAND PARK, KS, PISCATAWAY, NJ, PORTLAND, ME, PORTLAND, OR, RALEIGH, NC, ST. LOUIS, MO, SALT LAKE CITY, UT, SAN ANTONIO, TX, SAN BERNARDINO, CA,  
SAN FRANCISCO, CA, SAN JOSE, CA, SEATTLE, WA, TAMPA, FL, TOLEDO, OH, WASHINGTON, DC

Mr. Kirk Morris  
November 19, 2004  
Page 2

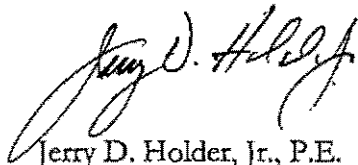
1:00 a.m. Saturday morning until 11:00 a.m. Saturday morning (in contract)  
11:00 a.m. Saturday morning until 5:00 p.m. Saturday evening (6-hours of additional time)  
1:00 a.m. Sunday morning until 11:00 a.m. Sunday morning (in contract)  
11:00 a.m. Sunday morning until 10:00 p.m. Sunday night (11-hours of additional time)  
10:00 p.m. Sunday night until 6:00 a.m. Monday morning (in contract)

HNTB Corporation and the Town of Addison are very interested in cooperating with APAC-Texas, Inc. to finish this project as soon as possible. There are a few other items that will need to be taken care of as part of the final punch list, such as manholes being adjusted to final grade, work around the railroad tracks, and final cleanup of the site. In the spirit of cooperation to keep the project moving forward, I will be on site Saturday morning to develop a preliminary punch list. This will allow you the opportunity to address these items during your normal progress of work, instead of at the end of the project. If a representative of APAC-Texas, Inc. can be made available to review the list with me at that time, please let me know.

As of the date of this letter, November 19, 2004, APAC-Texas, Inc. has been on the project site 33 days. This exceeds the revised schedule of 28 days. We are formally requesting an updated completion schedule from you as soon as possible to help us understand the remaining work tasks. Please contact us immediately if you have any questions.

Sincerely,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.  
Director of Municipal Services

Encl: APAC November 17<sup>th</sup> (18<sup>th</sup>) Letter

c: S. Chutchian, Town of Addison  
M. Ebeling, HNTB Corporation  
S. Forbes, HNTB Corporation  
R. Jones, Town of Addison  
M. Murphy, Town of Addison  
J. Nicewander, Town of Addison  
J. Pierce, Town of Addison

**ASHLAND.****APAC- Texas, Inc.****Kirk D. Morris**  
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulithic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3631, Fax: 214 742-3540

November 17, 2004

Michael W. Ebeling, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

RE: November 12, 2004 letter

Dear Mr. Ebeling,

APAC - Texas, Inc. acknowledges receipt of your letter dated November 12, 2004. We still disagree with many of the statements in your letter. Conflicting issues, such as the ones pointed out in your above referenced letter, need to be addressed in another forum. What is needed now, is to hear from HNTB, or the Town of Addison, in writing what will be the acceptable, and reasonable, extra work needed for the area defined by Eastbound Lane 1 approximately Station 11+20 to 52+00? We acknowledge our role as the contractor for the Town of Addison, and as such, we stand ready to perform at the direction of the Town of Addison, or its contract manager. Upon completion of said work, APAC - Texas, Inc. will pursue whatever course we deem necessary to resolve these issues.

Sincerely,

APAC - Texas, Inc.

Kirk D. Morris  
Area ManagerCc: S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
R. Blackburn, APAC - Texas, Inc.  
M. Murphy, Town of Addison, TX  
R. Jones, Town of Addison, TX  
J. Pierce, Town of Addison, TX  
S. Chutchian, Town of Addison, TX  
J. Nicewander, Town of Addison, TX  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation

Kirk D. Morris  
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November 17, 2004

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Sincerely,

*APAC – Texas, Inc.*



Kirk D. Morris  
Area Manager

Cc: S. Robertson, APAC – Texas, Inc.  
D. McEuen, APAC – Texas, Inc.  
R. Blackburn, APAC – Texas, Inc.  
~~M. Murphy~~, Town of Addison, TX  
R. Jones, Town of Addison, TX  
J. Pierce, Town of Addison, TX  
S. Chutchian, Town of Addison, TX  
J. Nicewander, Town of Addison, TX  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation





**Fax**  
Transmittal

---

To Mr. Mike Murphy, P.E. Date November 23, 2004  
Firm Town of Addison Total Pages 2 (Including this cover)  
Fax # (972) 450-2837 Job Number 40316-CN  
From Jerry Holder  High Resolution  
 Urgent

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

---

Message

Mike, I will call you about this in a few minutes.

Jerry



The HNTB Companies

**FAX**

Transmittal

To: Mr. Mike Murphy  
Director of Public Works  
Town of Addison

Date: 11/23/2004

Fax No.: (972) 450-2837

Total Pages: 3  
(Including this cover)

Phone No.: (972) 450-2878

From: Jerry Holder

Phone No.: (972) 661-5626

Action

Please notify sender at (972) 661-5626 if pages are missing or if there is any transmission difficulty.

---

*Message*

Mike,

Please distribute to the rest of your team.

Thanks.

Jerry

5910 West Plano Parkway, Suite 200 · Plano, Texas 75093  
Voice (972) 661-5626 · Fax (972) 661-5614



# ASHLAND.

## APAC- Texas, Inc.

**Kirk D. Morris**  
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulithic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC - Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC - Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

*APAC - Texas, Inc.*



Kirk D. Morris  
Area Manager

Cc S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
R. Blackburn, APAC - Texas, Inc.



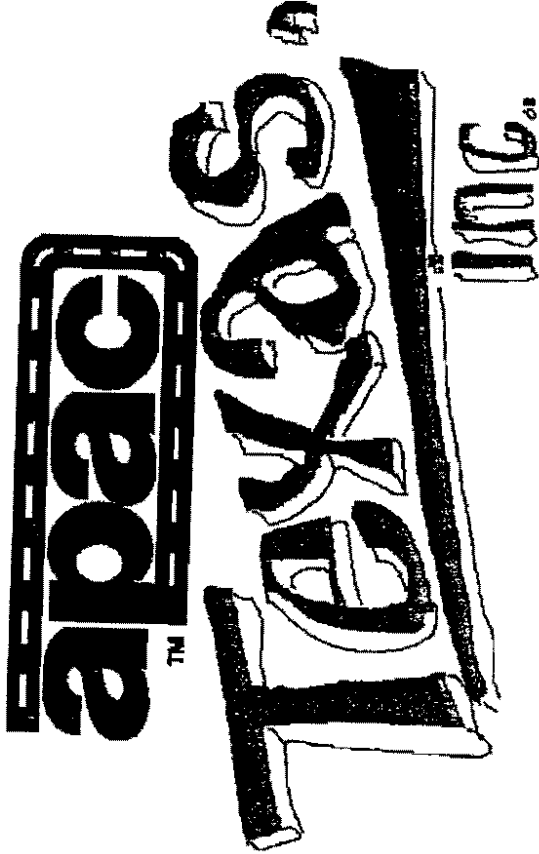
## SIGN IN SHEET

## BELTLINE ROAD PAVEMENT REHABILITATION

SEPTEMBER 21, 2004: 2:00 P.M.

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>	<u>EMAIL</u>
ASHLEY COLBURN	LSP1	469-523-0444	
RON DAVIS	JTD	972-857-2291	
MIKE MOORE	JTD	972 857-2291	
Steve McConathy	APAC	214-741-3531	
BARRY CLARK	PEACHTREE	617-741-4658	
Mike Hutchison	HNTB	972-628-3174	mhutchison@hntb.com
Lanc Fouts	ABR	214-596-7300	
Mike Fowler	ABR	214-596-7300	
SCOTT FORBES	HNTB	972-661-5626	
ROBIN JONES	ADDISON	972 450-2849	
STEVE CHUTCHAN	TOA	972 450 2886	
Michael Ebeling	HNTB	512-423-9537	mebeling@hntb.com





**CSJ #:** NA  
**PROJECT:** Belt Line Rd Pavement Rehab  
**HIGHWAY:** Marsh Lane to DNT  
**ENGINEER:** City of Addison  
**COUNTY:** Dallas  
**DESIGN #:** 43-TXD6-04  
**CONTRACTOR:** APAC-TEXAS, INC.  
**PRODUCER:** APAC-TEXAS, INC.

**SPEC. ITEM:** 340  
**TYPE MIX:** D  
**LAB No.:** 43-04  
**DATE:** September 29, 2004

HAMBURG WHEEL TEST RESULTS  
 REQUIRED FOR FINAL ACCEPTANCE

**BITUMINOUS MIXTURE DESIGN**

**DESIGN SPECIALISTS:**  
**David M. Morton**

<input type="checkbox"/>	NO EXCEPTIONS TAKEN
<input checked="" type="checkbox"/>	MAKE CORRECTIONS NOTED
<input type="checkbox"/>	AMEND AND RESUBMIT
<input type="checkbox"/>	REJECTED - SEE REMARKS

**REVIEW**  
 Review is only for general conformance with design concept and intent of Contract Documents. Contractor is solely responsible for verifying dimensions, for establishing fabrication processes, means, techniques, sequences and procedures of construction and for coordination of work of all trades. Exceptions taken and noted to information shown does not authorize work resulting in contract cost revisions unless so stated in separate letter or Change Order.

**BY:** *M. Morton*  
**DATE:** 10/15/04

**ENTER**  
 ARCHITECTS ENGINEERS PLANNERS  
 14 Galloping Road  
 Round Rock, TX 78681 512-744-9082

# COMBINED GRADATION

District: 18	CSJ #: NA	Producer: APAC-TEXAS, INC.
County: Dallas	Design #: 43-TXD6-04	Spec. Item: 340
Highway: Marsh Lane to DNT	Contractor: APAC-TEXAS, INC.	Type Mix: D
Project: Belt Line Rd Pavement Rehab.	Engineer: City of Addison	Lab No.: 43-04

Sieve Size	Bin #1		Bin #2		Bin #3		Bin #4		Bin #5		Bin #6		Total % Cumulative Pass	TxDOT Specs.	Individ. Ret.	Cumul. Ret.	
	Total %	%	Total %	%	Total %	%	Total %	%	Total %	%	Total %	%					
-	100.0	56.0	100.0	32.0	100.0	12.0	100.0	0.0	100.0	0.0	100.0	0.0	100.0	-	0.0	0.0	
-	100.0	56.0	100.0	32.0	100.0	12.0	100.0	0.0	100.0	0.0	100.0	0.0	100.0	-	0.0	0.0	
1/2"	100.0	56.0	100.0	32.0	100.0	12.0	100.0	0.0	100.0	0.0	100.0	0.0	100.0	98 - 100	0.0	0.0	
3/8"	92.9	52.0	100.0	32.0	100.0	12.0	100.0	0.0	100.0	0.0	100.0	0.0	96.0	85 - 100	4.0	4.0	
#4	33.6	18.8	98.3	31.5	98.9	11.9	100.0	0.0	100.0	0.0	100.0	0.0	62.2	50 - 70	33.8	37.8	
#8	3.1	1.7	83.5	26.7	97.1	11.7	100.0	0.0	100.0	0.0	100.0	0.0	40.1	35 - 46	22.1	59.9	
#30	1.0	0.6	40.7	13.0	95.2	11.4	100.0	0.0	100.0	0.0	100.0	0.0	25.0	15 - 29	15.1	75.0	
#50	0.9	0.5	27.0	8.6	58.1	7.0	100.0	0.0	100.0	0.0	100.0	0.0	16.1	7 - 20	8.9	83.9	
#200	0.8	0.4	8.0	2.6	4.5	0.5	100.0	0.0	100.0	0.0	100.0	0.0	3.5	2 - 7	12.6	96.5	
Pan																	

Asphalt Content of RAP in Bin # 1 (if Applicable) = ? %

Asphalt Source & Grade: Valero PG 76-22

NOTES: Mixing temperature: 325 degrees  
 Compaction temperature: 300 degrees  
 Anti-Strip Agent and % used: Akzo Nobel Kling Beta 2550 HM @ 0.75%  
 Weight used for a 2" specimen: 995  
 Ignition Oven Correction Factor: -0.08%

English	1 1/2"	1 1/4"	1"	7/8"	5/8"	1/2"	3/8"	1/4"	#4	#10	#40	#80	#200
Metric	37.5 mm	31.5 mm	25.0 mm	22.4 mm	16.0 mm	12.5 mm	9.5 mm	6.3 mm	4.75 mm	2.0 mm	0.425 mm	0.180 mm	0.075 mm

*David M. Morton*  
 Level 2 Technician: David M. Morton



# SUMMARY

District:	18	CSJ #:	NA	Producer:	APAC-Texas, Inc.
County:	Dallas	Design #:	43-TXD6-04	Spec. Item	340
Highway:	Marsh Lane to DNT	Contractor:	APAC-TEXAS, INC.	Type Mix:	D
Project:	Belt Line Rd Pavement Rehab.	Engineer:	City of Addison	Lab No.:	43-04

Asphalt Content %	Sp. Grav. of Specimen Ga	Maximum Sp. Grav. Gr	Effective Gravity Ge	Theoretical Max. Sp. Gr Gt	Density % (From Gt)	VMA %	Hveem Stability %	Static Creep Test		
								Creep Stiffness (Psi)	Permanent Strain x 1,000 (In./In.)	Slope of SS Curve x 100,000,000 (In./In./Sec.)
4.0	2.449			2.574	95.1	14.4				
4.5	2.445	2.555	2.747	2.555	95.7	15.0				
5.0	2.438	2.535	2.746	2.535	96.2	15.7				
5.5	2.436	2.515	2.745	2.516	96.8	16.2				
6.0	2.431			2.488	97.4	16.8				
Interpolated values at optimum density					96.0 %	15.4				

Effective Spec. Gr. (Ge) = 2.746

Optimum Asphalt Content = 4.8 %

VMA @ Optimum Asphalt Content = 15.4

**Interpolated Values**

Ga @ Optimum Asphalt Content =	2.441
Gr @ Optimum Asphalt Content =	2.543
Gt @ Optimum Asphalt Content =	2.543

# BULK GRAVITIES

District:	18	CSJ #:	NA	Producer:	APAC-Texas, Inc.
County:	Dallas	Design #:	43-TXD6-04	Spec. Item:	340
Highway:	Marsh Lane to DNT	Contractor:	APAC-TEXAS, INC.	Type Mix:	D
Project:	Belt Line Rd Pavement Rehab.	Engineer:	City of Addison	Lab No.:	43-04

Sieve Size	Martin Marietta TX1 Type "D" 0050445		Martin Marietta MC Screenings 0050433		Hanson Sand Ferris, TX		Bin #3		Bin #4		Bin #5		Bin #6	
	Pass	Ret.	Bin #1	Bin #2	Bin #1	Bin #2	Bin #1	Bin #2	Bin #1	Bin #2	Bin #1	Bin #2	Bin #1	Bin #2
			56.0% Gravity	32.0% Gravity	12.0% Gravity	12.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity	0.0% Gravity
-	-	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0
-	1/2"	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0
1/2"	3/8"	7.1	2.744	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0	0.000	0.0
3/8"	#4	59.3	2.744	1.7	2.722	1.1	2.653	0.0	0.000	0.0	0.000	0.0	0.000	0.0
#4	#8	30.5	2.740	14.8	2.722	1.8	2.653	0.0	0.000	0.0	0.000	0.0	0.000	0.0
#8	#30	2.1	2.740	42.8	2.708	1.9	2.653	0.0	0.000	0.0	0.000	0.0	0.000	0.0
#30	#50	0.1	2.740	13.7	2.708	37.1	2.653	0.0	0.000	0.0	0.000	0.0	0.000	0.0
#50		0.9	2.740	27.0	2.687	58.1	2.648	100.0	0.000	100.0	0.000	100.0	0.000	100.0
<b>Total=</b>			<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>
			<b>Bulk Grav.= 2.743</b>	<b>Bulk Grav.= 2.705</b>	<b>Bulk Grav.= 2.650</b>	<b>Bulk Grav.= 2.650</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>	<b>Bulk Grav.= 0.000</b>

**Combined Bulk Specific Gravity = 2.719**  
**Specific Gravity of Asphalt = 1.030**

# Material Properties

District:	18	CSJ #:	NA	Producer:	APAC-TEXAS, INC.
County:	Dallas	Design #:	43-TXD6-04	Spec. Item:	340
Highway:	Marsh Lane to DNT	Contractor:	APAC-TEXAS, INC.	Type Mix:	D
Project:	Belt Line Rd Pavement Rehab.	Engineer:	City of Addison	Lab No.:	43-04

Martin Marietta    Martin Marietta    Hanson  
 TXI Type "D"    MC Screenings    Sand  
 0050445    0050433    Ferris, TX

## Stockpile

TXDOT Test #	Specification	0.8	15	26	31	100	A
Tex-217-F	1.5 Max	0.8					
Tex-217-F	1.5 Max	0					
Tex-438-A	NA Min	26	26				
Tex-411-A	30 Max	15	5				
Tex-410-A	40 Max	22	31				
Tex-460-A	85 Min	100					
Tex-224-F	NA Max	B					
Tex-499-A	NA Min		A				

## Fine Aggregate

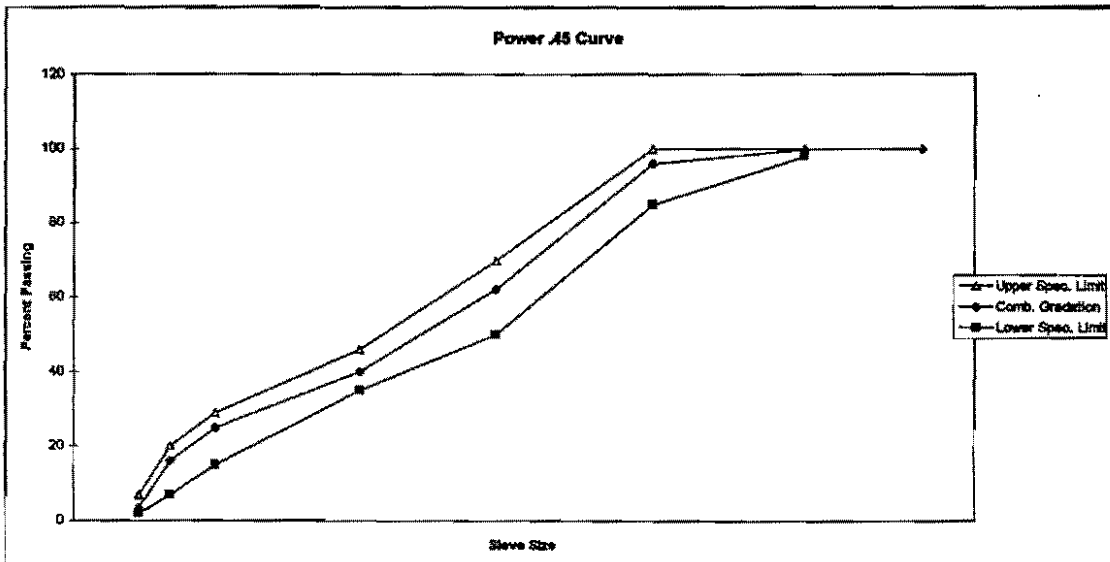
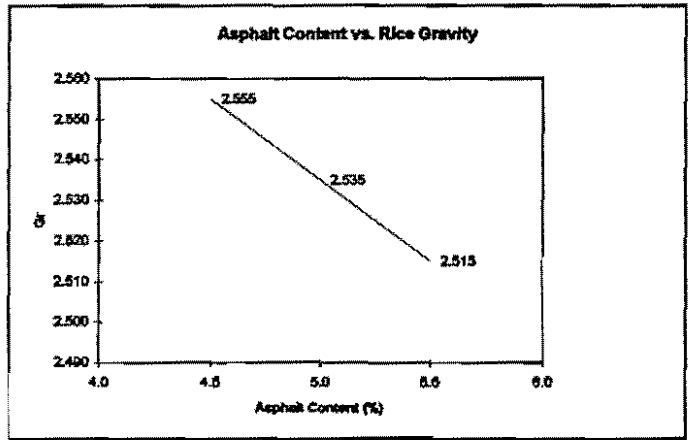
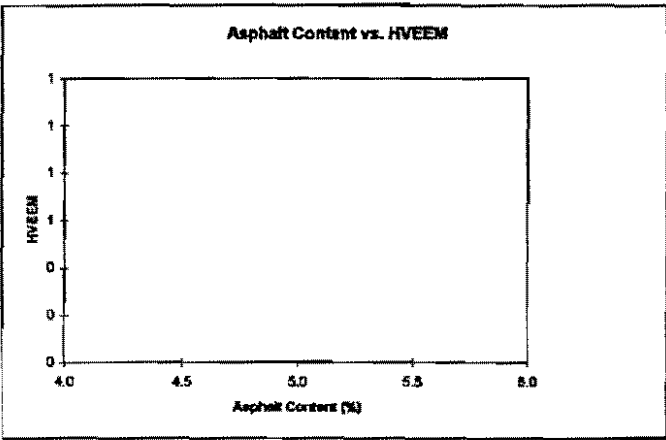
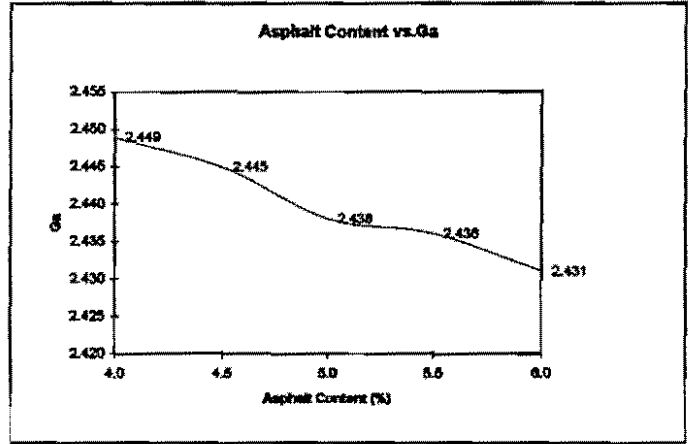
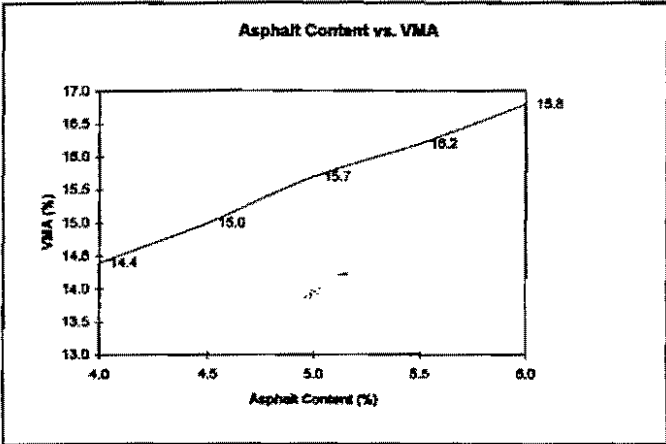
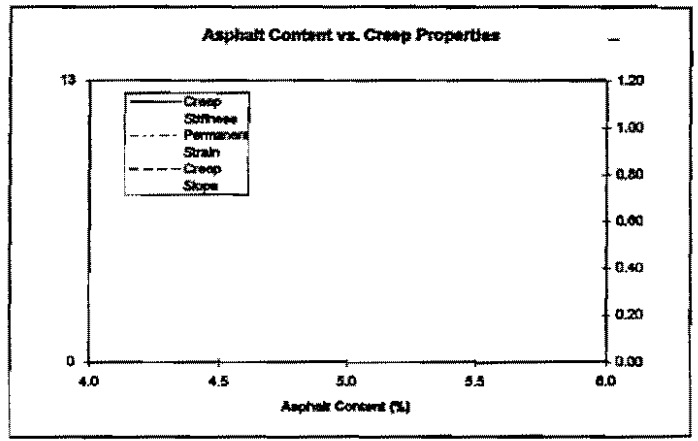
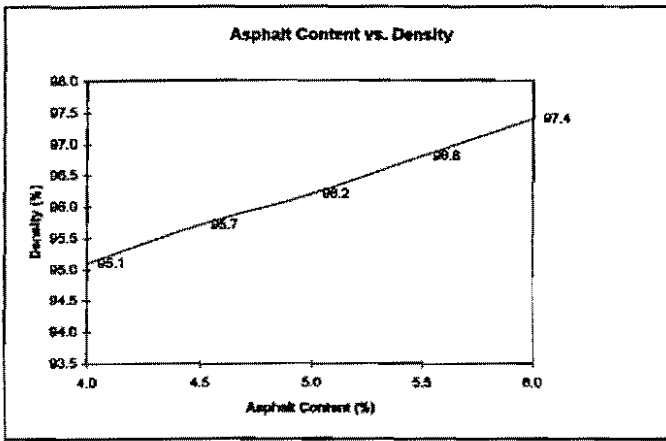
Test	Result
Linear Shrinkage	0
Plasticity Index	0

## Combined Aggregate

Test	Result
Sand Equivalent	74

## Total Mixture

TXDOT Test #	Specification	Test Result
Tex-226-F	85-200 Req	140.28
Tex-530-C	10 Max	5
Tex-235-C	NA Max	NA



**ASHLAND.****APAC- Texas, Inc.****Kirk D. Morris**  
Area ManagerA subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulithic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-3540

November 17, 2004

Michael W Ebeling, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

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APAC - Texas, Inc.

Kirk D. Morris  
Area ManagerCc: S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
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M. Murphy, Town of Addison, TX  
R. Jones, Town of Addison, TX  
J. Pierce, Town of Addison, TX  
S. Chutchian, Town of Addison, TX  
J. Nicewander, Town of Addison, TX  
J. Holder, HNTB Corporation  
S. Forbes, HNTB Corporation**apac**



The HNTB Companies

**FAX**

Transmittal

To: Mr. Mike Murphy  
Director of Public Works  
Town of Addison

Date: 11/23/2004

Fax No.: (972) 450-2837

Total Pages: 3  
(Including this cover)

Phone No.: (972) 450-2878

From: Jerry Holder

Phone No.: (972) 661-5626

Action

Please notify sender at (972) 661-5626 if pages are missing or if there is any transmission difficulty.

Message

Mike,

Please distribute to the rest of your team.

Thanks.

Jerry

5910 West Plano Parkway, Suite 200 · Plano, Texas 75093  
Voice (972) 661-5626 · Fax (972) 661-5614



# ASHLAND.

## APAC- Texas, Inc.

**Kirk D. Morris**  
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.  
Texas Bitulithic Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3531, Fax: 214 742-9540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

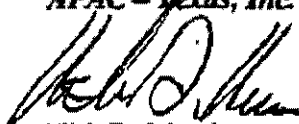
RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC - Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC - Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

APAC - Texas, Inc.



Kirk D. Morris  
Area Manager

Cc S. Robertson, APAC - Texas, Inc.  
D. McEuen, APAC - Texas, Inc.  
R. Blackburn, APAC - Texas, Inc.







5910 W. Plano Parkway  
Suite 200  
Plano, Texas  
75093  
(972) 661-5626  
FAX (972) 661-5614  
www.hntb.com

November 23, 2004

APAC – Texas, Inc.  
Texas Bitulithic Division  
2121 Irving Boulevard  
Dallas, Texas 75207

Attention: Mr. Kirk Morris  
Area Manager

Re: Belt Line Road Pavement Rehabilitation  
Marsh Lane to Dallas North Tollway  
Letter dated November 23, 2004  
Schedule Deviation Request

Dear Mr. Morris:

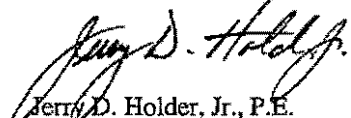
We have forwarded the referenced letter to the Town of Addison for their review. Given the existing schedule is currently behind nine (9) days, they cannot support your request to halt the construction for four consecutive days. In an effort to facilitate the construction schedule, they are willing to change the schedule in the following manner:

- 1) Allow you to work during the days for the rest of this week (Wednesday and Friday). Due to lower traffic levels during this holiday week, you do not have to stop construction between 11:00 a.m. and 1:00 p.m.
- 2) Thanksgiving Day will not count as a day in the schedule calculations.
- 3) Allow you to work non-stop from Saturday morning at 1:00 a.m. to Monday morning at 6:00 a.m.

The Town of Addison wants this project to be finished as soon as possible. After you review this letter and have made a decision as to your working schedule, please contact me to let me know what days and times you will be working.

Sincerely,

HNTB CORPORATION



Jerry D. Holder, Jr., P.E.  
Director of Municipal Services

Encl: APAC November 23rd Letter

- c: S. Chutchian, Town of Addison
- M. Ebeling, HNTB Corporation
- S. Forbes, HNTB Corporation
- R. Jones, Town of Addison
- M. Murphy, Town of Addison
- J. Nicewander, Town of Addison
- J. Pierce, Town of Addison

M:\JOBS\40316-Beltline\COMMMTGS\LETTERS\APAC 112304 response ltr03.doc

*The HNTB Companies*

OFFICES ALEXANDRIA, VA; ANAPOULIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; DALLAS, TX; DENVER, CO; HOUSTON, TX; LOS ANGELES, CA; MEMPHIS, TN; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; MOBILE, AL; NEW YORK, NY; OAKLAND, CA; OMAHA, NE; OVERLAND PARK, KS; PALM BEACH, FL; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; WASHINGTON, DC

Kirk D. Morris  
Area Manager

A subsidiary of Ashland Paving And Construction, Inc.  
Texas Bituminous Division  
P.O. Box 224048, Dallas, TX 75222-4048  
Tel: 214 741-3631, Fax 214 742-3540

November 23, 2004

November 17, 2004

Jerry Holder, P.E.  
HNTB Corporation  
5910 W. Plano Parkway Ste. 200  
Plano, TX 75093

RE: Schedule deviation request

Dear Mr. Holder,

In order to facilitate holiday traffic, APAC – Texas, Inc. would like to work November 24, 2004 during the day weather permitting, to tie-in the area around the railroad track first and then continue with laying left-turn lanes and right turn lanes as time and weather permit. Our schedule would be as follows, lane closures would go up at 8 A.M. and come down at 11 A.M. and then go backup at 1 P.M. until 4:30 P.M. decisions on whether east bound or west bound gets done first would be made in the field. Next, APAC – Texas, Inc. intends to shut down work on the project until Monday night November 29, 2004. If you have any questions, please contact me at the Dallas Office.

Sincerely,

*APAC – Texas, Inc.*



Kirk D. Morris  
Area Manager

Cc S. Robertson, APAC – Texas, Inc.  
D. McEuen, APAC – Texas, Inc.  
R. Blackburn, APAC – Texas, Inc.



APAC-TEXAS, INC. - Texas Electric Division - 2121 Irving Boulevard - P. O. Box 224048  
Dallas, Texas 75222-4048 - (214) 741-3531 - FAX (214) 742-3540

**FAX COVER SHEET**

DATE OF TRANSMISSION: 11/29/04

PLEASE DELIVER THE FOLLOWING PAGES TO:	NAME: M. Murphy & FERGUSON, P.E.
	DEPARTMENT:
	COMPANY: TOWN OF ADDISON & FINTR

FROM: KIRK MORRIS

WE ARE TRANSMITTING  PAGES (INCLUDING THIS COVER SHEET).  
IF THE TRANSMISSION IS INCOMPLETE OR FAULTY PLEASE CALL US AT (214) 741-3531

COMMENTS:  
SCHEDULE FOR COMPLETION

THANK YOU.

**NOTICE OF CONFIDENTIALITY**

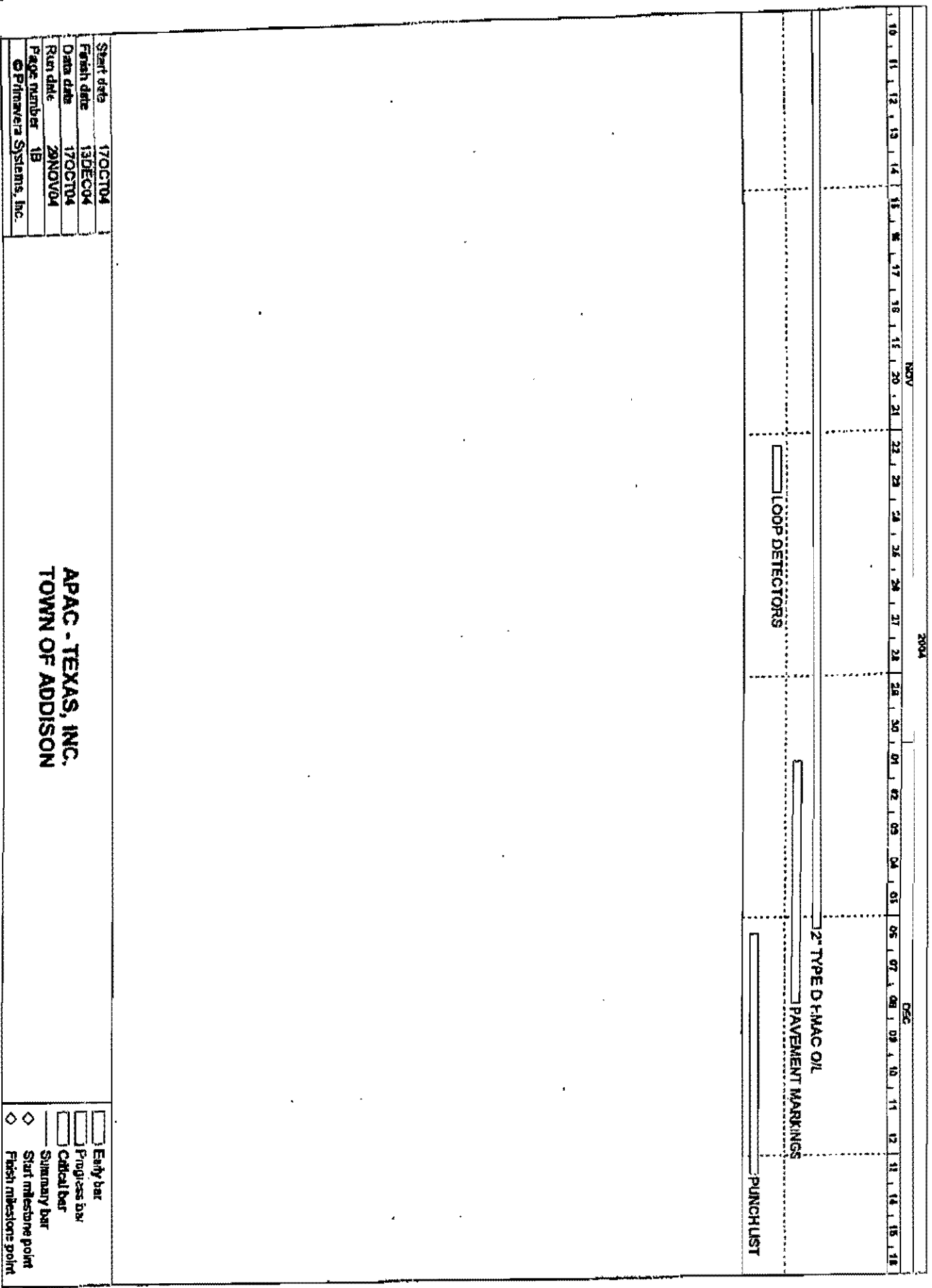
THIS FACSIMILE MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. THIS TRANSMISSION IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU SHOULD UNDERSTAND THAT ANY DISTRIBUTION, COPYING OR USE OF THE INFORMATION CONTAINED IN THIS FACSIMILE BY ANYONE OTHER THAN THE DESIGNATED RECIPIENT IS UNAUTHORIZED AND STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE.

Act ID	Description	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	
1000	WEDGE MILLING																											
1010	REPAIR CONCRETE																											
1020	INSTALL JOINT FABRIC																											
1030	2" TYPE D HMAC OIL																											
1040	PAYEMENT MARKINGS																											
1050	LOOP DETECTORS																											
1060	PUNCH LIST																											

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Finish date	18DEC04
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APAC - TEXAS, INC.  
TOWN OF ADDISON

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- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point



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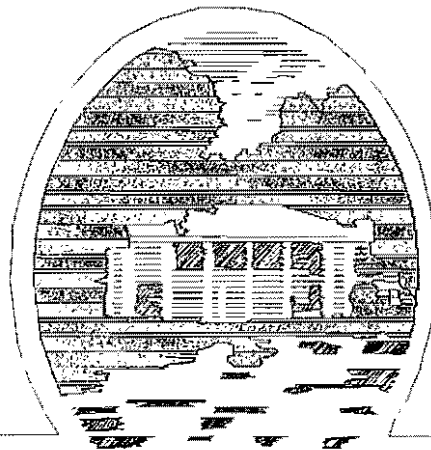
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 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

BID  
SET

**TOWN OF ADDISON**

**CONSTRUCTION SPECIFICATIONS  
AND CONTRACT DOCUMENTS**

**BELT LINE ROAD PAVEMENT REHABILITATION  
MARSH LANE TO DALLAS NORTH TOLLWAY**



T O W N O F  
**A D D I S O N**

**HNTB Corporation**  
5910 W. Plano Parkway, Suite 200  
Plano, TX 75093  
September 10, 2004

THE SEAL ON THIS  
DOCUMENT  
WAS AUTHORIZED BY  
WM. SCOTT FORBES  
P.E. #87223 ON  
10-SEP-2004

## TABLE OF CONTENTS

Section AB	Advertisements for Bids
Section IB	Instruction to Bidders
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Section T	Technical Specifications



**SECTION AB**

**ADVERTISEMENT FOR BIDS**

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

1. Sealed bids addressed to the Town of Addison, Texas, for the Construction of Asphalt Paving and Striping for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY, for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, the 28<sup>th</sup> day of September, 2004**. 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 BELTLINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY.
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 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 two (2) business days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured beginning at 9:00 a.m. on Friday, the 10th day of September, 2004 from Ms. Minok Suh, Purchasing Coordinator; Finance Building, 5350 Belt Line Road, Addison, Texas. All bidding documents will be provided to the contractor in PDF format.
5. The right is reserved by the Mayor and the Town Council as the interest of the Town may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety. The performance and payment bonds shall name the Town of Addison as obligee (or such other entities as may be designated at the time a contract is executed).
8. For information on bidding or to secure bid documents, call Ms. Minok Suh, (972) 450-7091. For information on the work to be performed, call Mr. Steven Z. Chutchian, P.E., Assistant City Engineer, (972) 450-2886 or Mr. Scott Forbes, P.E., HNTB Corporation, (972) 661-5626.
9. This project consists of providing Asphalt Paving and Striping as shown on the plans and in accordance with these specifications.
10. A **Mandatory** Pre-Bid Meeting will be held at 2:00 p.m. on Tuesday, the 21st day of September, 2004 at the Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001, 972-450-2871. **All bidders are required to attend.** Lack of attendance will be considered non-responsive and a bid will not be accepted from anyone not attending.

**SECTION IB**

**INSTRUCTION TO BIDDERS**

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

- A. PROJECT:** BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY, in the Town of Addison.
- B. PROJECT DESCRIPTION:** This project consists of an asphalt overlay and striping as shown on the plans and in accordance with these specifications.
- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS:** Documents include the Bidding Requirements, including the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Contract Agreement, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Affidavit of Bills Paid, General Provisions, Special Provisions, Technical Specifications, Drawings, and 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, 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.  
A **Mandatory** Pre-Bid Meeting will be held at 2:00 p.m. on Tuesday, the 21st day of September, 2004 at the Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001, 972-450-2871. **All bidders are required to attend.** Lack of attendance will be considered non-responsive and a bid will not be accepted from anyone not attending.
- 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 five (5) 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, faxed 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:** The completion time of the project will be set through the bidding technique used in the Proposal Form. A more detailed explanation of the bidding technique is given in the Special Provisions.
- J. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

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

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

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

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

1. ITEM NUMBER
2. DESCRIPTION & UNIT PRICE IN WORDS
3. UNIT OF MEASURE
4. UNIT PRICE
2. ESTIMATED QUANTITY
3. AMOUNT BID

**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 envelopes shall be marked with the following project names:

**BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE  
DALLAS NORTH TOLLWAY**

The Bid Bond must be completed and signed by each bidder and submitted with the bid. A separate bid must be submitted for each discipline that a contractor wishes to be awarded. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the Town.

**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 sixty (60) 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 two (2) 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.
4. Whether the bidder has complied with the terms and conditions of the bidding requirements.

Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by NCTCOG, Item 104.2 "Change or Modification of Contract".

- P. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner at the Town Council meeting that the bid is approved. It is anticipated the contract will be approved at the Addison Town Council meeting scheduled for October 12. The contractor will have a representative at the Council meeting to sign the approved contract that evening. The Town will also sign the Contract at that time.

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

- September 28, 2004 – Open Bids.
- October 4, 2004 – Recommend low bidder to Town.
- October 12, 2004 – Town Council Approval and Contract signed by both parties.
- October 14, 2004, 2:00 p.m. – Pre-Construction meeting.
- October 17, 2004, 10:00 p.m. - Start Construction.

- R. INCENTIVE/DISINCENTIVE BIDDING:** <sup>+ 25 DAYS END OF CONSTRUCTION</sup> The time of completion is of the essence for this contract. Details of this procedure are located in the Special Provisions. Contractor shall make him/herself comfortable with the details prior to submitting a bid.

- S. FORM OF CONTRACT:** The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.

- T. BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. The performance and payment bonds shall name the Town of Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.)

- U. BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount

from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within two (2) calendar day 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 and re-staking will not be provided by the Owner. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner. See Supplemental Provisions for more detail.
- X. FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 109.5.4 of the North Central Texas Standard Specifications for Public Works Construction (3rd Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
1. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
  2. A two (2) year Maintenance Bond in accordance with Section MB.
- Y. PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.
- Z. PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, proposal, special provisions (or conditions), technical specifications, general provisions, advertisement for bids, project drawings, Standard Specifications for Public Works Construction – North Central Texas; Standard Drawings. This priority list shall take precedence over item 105.1.1 of the NCTCOG standard specifications. (3rd Edition)



**SECTION PF**

**PROPOSAL FORM**

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

\_\_\_\_\_, 20\_\_

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

Gentlemen:

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

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

**ACKNOWLEDGEMENT OF ADDENDA:**

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: \_\_\_\_\_

Addendum No. 2 Dated: \_\_\_\_\_

Addendum No. 3 Dated: \_\_\_\_\_

Addendum No. 4 Dated: \_\_\_\_\_

Addendum No. 5 Dated: \_\_\_\_\_

Addendum No. 6 Dated: \_\_\_\_\_

**PROPOSAL FORM**

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
a Corporation  
organized and existing under the laws of the State of \_\_\_\_\_.

OR

Proposal of \_\_\_\_\_,  
a partnership consisting of \_\_\_\_\_  
and \_\_\_\_\_.

OR

Proposal of \_\_\_\_\_,  
an individual trading as \_\_\_\_\_.

OR

Proposal of \_\_\_\_\_,  
a Joint Venture consisting of \_\_\_\_\_  
and \_\_\_\_\_.

TO:           Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving for BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, the 28<sup>th</sup> day of September, 2004**. Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents, including all Addenda, and being familiar with all of the conditions relating to the proposed project, hereby proposes to furnish all material, supplies, equipment, and appliances specified for the project and to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications, and other Contract Documents at and for the unit prices proposed herein:

The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the Town of Addison to reject any and all bids.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Witness: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. \_\_\_\_\_

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

BELTLINE ROAD  
PAVEMENT REHABILITATION  
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
1	Remove and Replace 8" Thick Reinf. Conc. Pavement	SY		35	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
2	Hot Mix Asphalt, Type D, 2" (PG 76-22)	SY		100,300	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
3	Prime Coat	Gal		8,100	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
4	Pavement Wedge Milling	Lf		38,400	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
5	Pavement Butt Joint and Intersection Milling	SY		6,600	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
6	Reinforced High Density Stress Relief Interlayer	Lf		59,260	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
7	Adjust Manhole Castings	Each		15	

BELTLINE ROAD  
PAVEMENT REHABILITATION  
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
8	Adjust Valve Boxes	Ea.		64	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
9	Traffic Control	LS		1	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
10	Traffic Markers (4" Lead Acrylic, Reflectorized)	Ea.		950	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
11	Traffic Markers (4" Round Ceramic Buttons)	Ea.		7850	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
12	Thermoplastic Reflectorized Stop Bars (24" Wide)	Lf.		1755	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
13	Painted Reflectorized Crosswalks (6" Wide)	Lf.		2960	

BELTLINE ROAD  
PAVEMENT REHABILITATION  
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
14	Thermoplastic ReflectORIZED Dumpy Tracks (6" Wide)	Ea.		120	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
15	Thermoplastic ReflectORIZED Words/Symbols	Ea.		31	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
16	Thermoplastic ReflectORIZED Left Turn Arrows	Ea.		56	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
17	Thermoplastic ReflectORIZED Right Turn Arrows	Ea.		16	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
18	Thermoplastic ReflectORIZED Straight Arrows	Ea.		6	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
19	Thermoplastic ReflectORIZED Combined Right	Ea.		3	

BELTLINE ROAD  
PAVEMENT REHABILITATION  
MARSH LANE TO DALLAS NORTH TOLLWAY

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
20	Pavement Marking Contingency	LS	\$ 4,000.00	1	\$ 4,000.00
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
21	Railroad (Coordination)	LS			
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, ITEMS 1 THROUGH 21, INCLUSIVE

\$ \_\_\_\_\_

WRITTEN IN WORDS:

\_\_\_\_\_

\_\_\_\_\_

**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 this proposal. In the event of discrepancy, the words shall control.
3. It is understood the the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within two (2) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

Bidder's Tax I.D. No. or Employer No.:

\_\_\_\_\_



**SECTION CA**

**CONTRACT AGREEMENT**

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

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor or City Manager, 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:

**BELT LINE ROAD PAVEMENT REHABILITATION FROM MARSH LANE TO THE DALLAS NORTH TOLLWAY.**

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 three (3) calendar days after the date of written notice to do so has been given to him, and to complete all work within twenty-five (25) calendar days after he commences work, subject to such extensions or reductions of time as are provided by these Contract Documents.

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 THEREOF, 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 Belt Line Road Pavement Rehabilitation From Marsh Lane to Dallas North Tollway Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

Corporate Seal

**SECTION PrB**

**PERFORMANCE BOND**

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

STATE OF TEXAS

COUNTY OF DALLAS

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum 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 effect.

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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

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

WITNESS \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
SURETY

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

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

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

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

**SECTION PyB**

**PAYMENT BOND**

**SECTION PyB  
PAYMENT BOND**

STATE OF TEXAS

COUNTY OF DALLAS

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum 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 effect.



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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

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

WITNESS \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
SURETY

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

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

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

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

**SECTION 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, Texas, a duly incorporated home rule municipal corporation under the  
laws of the State of Texas, the sum of

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

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

This obligation is conditioned, however, that whereas said:

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

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

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do 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; 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 liquidated damages of \$1,000.00 for each day's failure on its part to comply with the terms of the said provisions of said contract.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive breaches 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 \_\_\_\_\_, 20\_\_.

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 \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
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 Work Construction, North Central Texas Council of Governments (3rd Edition), under Part 1, "General Provisions", Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.
  
2. The Town of Addison will require the contractor to obtain "Umbrella" Liability Insurance, as described in 1.26.3 of the Standard Specifications for Public Work Construction, North Central Texas Council of Governments (3rd Edition), under Part 1, "General Provisions".

**SECTION SP**

**SPECIAL PROVISIONS**

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

**1. OWNER**

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

**2. ENGINEER**

HNTB Corporation, 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 Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas, (972) 450-7091.

**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 to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Owner.

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

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

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.

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

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

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

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

#### **6. HORIZONTAL AND VERTICAL SURVEY CONTROL**

The Contractor will be responsible for necessary 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 and his representatives shall have the right to review the Work while such Work is in progress to ascertain that the Work is being accomplished in compliance with the standards and requirements set forth in the Contract Documents. Notwithstanding such review, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the Owner will not relieve the Contractor from responsibility for the Work. The Owner reserves the right to place full-time construction inspectors 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. The cost of this will be the Contractor's expense and shall not be paid for by the Town of Addison.

## **10. INSPECTION**

Notwithstanding the foregoing, the Town of Addison reserves the right to inspect, test, measure or verify the construction work for this project as the Town deems necessary.

## **11. SCOPE OF WORK**

The Work for this Project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the Plans and Specifications, the proposed improvements for Belt Line Road Pavement Rehabilitation from Marsh Lane to Dallas North Tollway.

## **12. PROPERTY LINES AND MONUMENTS**

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

## **13. DISCREPANCIES**

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



#### **14. TIME ALLOTTED FOR COMPLETION**

All items of Work included under these contracts shall be **completed within twenty-five (25) calendar days**. The time will stop upon completion of the punch list and final acceptance of the project. The time shall commence on the date specified in the Notice to Proceed. The Notice to Proceed shall consist of a written order by the Owner for the Contractor to proceed with construction of the Project.

#### **15. EXISTING STRUCTURES**

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

#### **16. EXISTING UTILITIES AND SERVICE LINES**

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

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

#### **17. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

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

#### **18. LIGHTS AND POWER**

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

#### **19. PERMITS AND RIGHTS-OF-WAY**

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the

Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. The Contractor shall obtain a right-of-way permit from the Town of Addison.

## **20. PRECONSTRUCTION CONFERENCE**

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

## **21. ADDENDA**

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

## **22. WATER FOR CONSTRUCTION**

The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required in the construction. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes.

## **23. EXCAVATION**

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

## **24. CONTRACTOR'S BID**

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

## **25. OWNER'S STATUS**

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

## **26. OWNER'S DECISIONS**

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

## **27. LANDS FOR WORK**

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

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

## **28. CLEANING UP**

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

## **29. AWARD AND EXECUTION OF CONTRACT**

Award and Execution of Contract Provisions are located in the Instructions To Bidders. The Town desires to expedite construction on this contract to minimize the inconvenience to area businesses and the traveling public and to reduce the time of construction. In order to achieve this, an incentive/disincentive provision is established for this contract. The amount of time allowed to complete the project shall be twenty-five (25) calendar days from the Notice To Proceed. For each day under twenty-five (25) calendar days the Contractor completes the project, an incentive payment of \$20,000 shall be paid to the Contractor. **The maximum incentive payment shall not exceed \$100,000.00.** For each day over the twenty-five (25) calendar days the Contractor has not completed the project, a disincentive of \$10,000 shall be held from his final payment. There is no maximum dollar amount to the disincentive provision.

## **30. EXPLANATION OF CONTRACT TIME**

In the event the Contractor completes the contract prior to the expiration of the Original Contract Time, the Town will pay the Contractor an incentive payment of the Daily Value amount specified in provision 29 for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions set forth below. The term "Original Contract Time" as used in this Provision will mean twenty-five (25) calendar days. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the

incentive payment stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, weather, weekends, holidays, or other such events, or forces or factors sometimes experienced in roadway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the incentive payment or disincentive withholding set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change orders, supplemental agreements, utility conflicts, design changes or defects, extra work, right of way issues, or other situations which are not the fault of or a direct result of contractor negligence, which may impact the critical path of the project construction schedule, the Town may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

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

The Contractor shall have no rights under the Contract to make any claim arising out of this incentive/disincentive payment provision except as is expressly set forth in this Provision. As conditions precedent to the Contractor's entitlement to any incentive the Contractor must:

- (1) Actually complete all Contract requirements, **including the completion of all punch list work**, and obtain final acceptance by the Town prior to expiration of the Original Contract Time.
- (2) The Contractor shall notify the Town in writing, within 10 days after final acceptance of the Contract by the Town, that the Contractor elects to be paid the incentive payment which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction

by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Town, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all inclusive and absolute, save and except any routine Town final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract and obtain final acceptance by the Town prior to expiration of the Original Contract Time, or should the Contractor, having timely completed the Contract and obtained final acceptance by the Town prior to expiration of the Original Contract Time but having failed to timely request the incentive payment for any reason, and including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in (2) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor's election or non-election of the incentive under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not finally accepted by the Allowable Contract Time.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions above, the Town shall deduct from the moneys due the Contractor the Daily Value as shown in provision 29 for each calendar day completion exceeds the Allowable Contract Time. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. **This shall be strictly enforced.**

In the event the Contractor elects to exercise this incentive payment provision, should this provision conflict with any other provision of the Contract; the Contract shall be interpreted in accordance with this provision.

### **31. USE OF EXPLOSIVES**

Use of explosives will not be allowed.

### **32. 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.

### **33. DISPOSAL OF WASTE AND SURPLUS EXCAVATION**

All asphalt, concrete, rock or excavated material, or other debris shall be removed from the property and the Town of Addison unless otherwise approved by the Town. Any required disposal permits shall be the sole responsibility of the Contractor.

### **34. 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 Engineer 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. Re-sawing of damaged edges will be at the Contractor's expense.

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 required 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 and inspected before their use. These items shall be subsidiary to other bid items unless quantified in the proposal as a separate bid item.

All private obstructions 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.

### **35. TOWN OF ADDISON APPROVAL**

This project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Towns' satisfaction and as-built drawings are given to the Town of Addison.

### **36. 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 latest edition of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of Sections 542.202, 544.001 and 544.002 of the Texas Transportation Code. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the Town of Addison to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. The Contractor shall submit a Traffic

Control Plan at the pre-construction meeting for review and approval by the Town of Addison. No work will be performed prior to approval of the traffic control plan.

**37. CERTIFICATION**

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

**38. FINAL ACCEPTANCE OF WORK**

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

**39. WORK AREA**

Contractor shall restrict his construction activity to the project limit lay down area.

**40. 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.

**41. PAY ITEMS**

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

Final payment to the construction contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.

**42. SAMPLES AND TESTS OF MATERIALS**

The Contractor shall designate and pay an AASHTO approved testing laboratory to furnish a bituminous concrete mix design for this project. Samples of all materials for tests shall be taken by the Contractor's authorized representative as necessary to produce an accurate bituminous concrete mix design.

All samples and tests shall be performed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition.

All bituminous concrete mix designs and supporting data shall be submitted to the Owner at the pre-construction meeting. All costs for testing and lab work shall be paid by the Contractor and will be subsidiary to other bid items.

**43. LIME TREATMENT**

Will not be used in this project.

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. GENERAL SEQUENCE OF CONSTRUCTION**

Prior to the start of work, the contractor shall develop a detailed construction and sequence of construction schedule using the critical path method, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During actual construction times, access to all side streets and driveways can only be disrupted for paving operations. This includes milling and paving. Other Contractor vehicles will not be permitted to block access. Except between the hours of 10:00 p.m. and 6:00 a.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday; and between 1:00 a.m. and 11:00 a.m. on Friday and Saturday, the Contractor will have his equipment off of the project site and the surface ready for traffic on all lanes. The outside lanes (lanes "3" in the typical section in the plan set) shall not be paved on Friday or Saturday nights to maintain access to area businesses that stay open late. During all phases of construction access to all side streets and driveways must be maintained at all times unless otherwise authorized by the Town or their representative.

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



#### **48. CONSTRUCTION STAKING**

Construction staking will not be provided by the Owner or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will be responsible for maintaining stakes. If re-staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

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

- a. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.
- b. Location, description of street/line and street/line name, number, letter, etc. designation.
- c. Benchmark Data: Location, description, and elevation.
- d. Slope or percent of grade of each curb line or utility line.
- e. Stations at 50 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
- f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc,
- g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.
- h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.
- i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.

#### **49. GEOTECHNICAL INFORMATION**

No report is available.

#### **50. GRASS REPAIR**

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

#### **51. IRRIGATION AND SPRINKLER REPAIR**

Any damage to irrigation or sprinkler systems shall be repaired by the Contractor at his own cost. Repairs shall adhere to the Town of Addison Irrigation Specifications and Standards.

## **52. WORKERS' COMPENSATION INSURANCE COVERAGE**

### **A. Definitions.**

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

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

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

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

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

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

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

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

#### **REQUIRED WORKERS' COMPENSATION COVERAGE**

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

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

#### **53. STAGING AREA**

The Contractor may use the northerly section of Dooley Road, north of Midway Road as a staging area. The location of the staging area is shown on the cover sheet of the plans. Contractor shall coordinate with the Town of Addison for limits of staging area. The Contractor will install and remove a security fence at his own expense.

Any costs associated with the use and restoration of the staging area will be the sole responsibility of the contractor and will not be an expense to the Town of Addison.

#### **54. COORDINATION BETWEEN CONTRACTORS**

Construction of certain private improvements may be underway simultaneous with the public improvements. The public contractor shall coordinate and sequence their construction with

the private contractors through the Owner. The coordination with other contractors in no way relieves a single contractor from ensuring that the total project is coordinated and sequenced to stay on schedule.

**55. RESTRICTED WORK HOURS**

All construction will be at night. Night construction will be permitted during the hours of 10:00 p.m. and 6:00 a.m. on all nights except for Friday and Saturday. Friday night construction will not start until 1:00 a.m. on Saturday morning and can last until 11:00 a.m. on Saturday morning. Saturday night construction will not start until 1:00 a.m. on Sunday morning and can last until 11:00 a.m. on Sunday morning. The Contractor will stop his paving operations early enough to allow the pavement to cool and set in order to open the new paving to traffic at 6:00 a.m., or 11:00 a.m., depending on the day of the week.

**56. RAILROAD COORDINATION**

All railroad coordination will be the responsibility of the Contractor. Flagmen, Coordination, and all other items necessary to work in the railroad right of way will be the responsibility of the Contractor. All costs associated with these task will be bid under the "Railroad Coordination" bid item as a lump sum.

**57. PREVAILING WAGE RATES**

Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached hereto.

**PREVAILING WAGE RATES**

WAIS Document Retrieval  
GENERAL DECISION: TX20030035 02/13/2004 TX35

Date: February 13, 2004  
General Decision Number: TX20030035 02/13/2004

Superseded General Decision Number: TX020035

State: Texas

Construction Types: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall  
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling  
Where the Tunnel is 48" or Less in Diameter)

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004

\* PLUM0100-002 05/01/2003

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 22.32	6.57

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SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common.....	\$ 6.533	
Utility.....	\$ 7.467	
Pipelayer .....	\$ 7.828	
Power equipment operators:		
Backhoe.....	\$10.804	
Crane.....	\$10.942	
Front End Loader.....	\$ 9.163	
Tunneling Machine (48" or less) .....	\$ 9.163	

Truck Driver..... \$ 8.528

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**SECTION WOL**

**WAIVER OF LIEN**

**SECTION WOL**  
**WAIVER OF LIEN**

**1. Partial Waiver of Lien**

A Partial Waiver of Lien for the full amount of the payment is required from the submitting Contractor with each pay request.

Waivers for subcontractors and suppliers are not required with the first payment package, unless the Contractor is requesting more than 50% of the total contract value. Each subsequent payment must include Partial Waivers of Lien from each subcontractor and supplier included in the immediately preceding payment package in the full amount of that prior payment.

All waivers must bear the signature of the president or vice-president and secretary or assistant secretary. If waiver is for a corporation, name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waiver is for a partnership, partner should sign and designate himself as partner.

The Engineer will provide a copy of the Partial Waiver of Lien form to be used to the Contractor.

**2. Final Waiver of Lien**

Upon receipt of the Contractor's Certificate of Completion from the Town, the Contractor shall submit a Final Waiver of Lien. A Final Waiver of Lien must also be submitted from all subcontractors and suppliers. Final payment will not become due prior to the receipt of the Final Waivers of Lien.

Signatures and seals for the Final Waiver of Lien shall be as referenced in Section 1 above

The Engineer will provide a copy of the Final Waiver of Lien form to be used to the Contractor.

**Electronic forms of these Waivers may be obtained from the Engineer at no charge.**

**SECTION T**

**TECHNICAL SPECIFICATIONS**

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

**I. GENERAL**

All materials, construction methods, and standard drawings 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" (3rd Edition), as amended or supplemented, and the Texas Department of Transportation Standard Specifications. Where conflicts exist, the Town of Addison standards and specifications shall govern.

SECTION REV-001: REVISION TO STANDARD SPECIFICATION 109

SECTION SP-001: HOT MIX ASPHALT, TYPE D, 2" MIN. (PG 76-22)

SECTION SP-002: PRIME COAT

SECTION SP-003: PAVEMENT PLANING, VARIABLE DEPTH

SECTION SP-004: ADJUST MANHOLE

SECTION TS-001: FULL-DEPTH REPAIR OF EXISTING CONCRETE PAVEMENT

SECTION TS-002: REINFORCED HIGH DENSITY STRESS RELIEF INTERLAYER

**REVISION 001  
TO STANDARD SPECIFICATION 109  
MEASUREMENT AND PAYMENT**

**Standard Specification 109** shall be revised as follows:

**Section 10.1 Payment for Labor and Material; No Liens**

The first paragraph of this section shall be deleted.

**Section 10.2 Payment for Materials**

This section shall be deleted in its entirety.

**Section 10.5 Monthly Estimate, Partial Payments, Retainage, Final Inspection, Acceptance and Final Payment**

Sections ~~10.3~~ Monthly Estimate and ~~10.5~~ Retainage shall be deleted in their entirety.

Final payment for the project will be made within thirty days of final acceptance and agreement to final quantities by the Engineer and the Owner. There will be no partial payments made under this contract.

**SPECIAL PROVISION 001**

**HOT MIX ASPHALT, TYPE D, 2" MIN. (PG 76-22)**

This item shall be constructed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, ~~8~~ Edition, hereinafter called "TxDOT Specifications") **ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (METHOD)** except as hereinafter modified.

All Specification references to the Department" shall be taken to mean the Town of Addison and/or the Town of Addison's appointed representative (Engineer)

**Section 340.2.A. Aggregate:** Delete the 8<sup>th</sup> sentence and replace with the following:

The Contractor shall establish the surface aggregate classification, submit the selection to the Engineer for approval, and perform Los Angeles abrasion, magnesium sulfate soundness and Micro-Deval tests.

**Section 340.2.A.2 RAP:** This section shall be deleted in its entirety.

Reclaimed Asphalt Pavement will not be allowed for use on this project.

**Section 340.2.D. Asphalt Binder:** The 1<sup>st</sup> sentence of this section shall be deleted and replaced with the following:

Asphalt Binder shall meet the TxDOT Specification Section ~~8~~, Table 17, Performance Grade Binders, for PG 7~~6~~

**Section 340.4.B. Job-Mix Formula Approval:** Delete the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of this section in their entirety.

**Section 340.4.C. JMF Field Adjustments:** Delete the 2<sup>nd</sup> paragraph of this section in its entirety.

**Section 340.4.H.1.b. Air Void Determination:** In the 2<sup>nd</sup> and 4<sup>th</sup> sentences of this section, replace the word "Engineer" with the word "Contractor".

**Section 340.4.F. Placement Operations:**

Table 8 shall be deleted. The thickness of the proposed Type D asphalt overlay shall be 2.

**Section ~~8~~F.1. Weather Conditions:** Delete the 1<sup>st</sup> sentence and replace with the following:

Place mixture when the roadway surface temperature is 60 or higher unless otherwise approved by the Engineer.

**Section 340.4.J. Ride Quality:** This section shall be deleted in its entirety and replaced with the NCTCOG Standard Specification 0.8. Surface Tests.

**Section 340.5 Measurement:** This section shall be deleted in its entirety and replaced with the following:

This item will be measured by the square yard complete in place and accepted by the engineer.

**SPECIAL PROVISION 002**

**PRIME COAT**

This item shall be constructed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, ~~(Edition, hereinafter called "TxDOT Specifications")~~ **ITEM 310 PRIME COAT** except as hereinafter modified.

All Specification references to the "Department" shall be taken to mean the Town of Addison and/or the Town of Addison's appointed representative (~~Engineer~~)

**Section 310.2.A. Bituminous:** Delete the 1<sup>st</sup> sentence and replace with the following:

Material shall be asphalt cement. The Type and Grade shall be selected by the Contractor and submitted to the Engineer for approval prior to use.

**Section 310.2.B. Blotter:** This section shall be deleted in its entirety. Blotter material will not be required on this project.

**Section 310.4.C.1 Bituminous:**

In the 1<sup>st</sup> paragraph, the word "Engineer" shall be replaced with the word "Contractor".

A third paragraph shall be added as follows: The material shall be applied at the rate of ~~(8)~~ Gallons per Square ~~Yrd.~~

**Section 340.4.C.2. Blotter:** This section shall be deleted in its entirety.



**SPECIAL PROVISION 003**

**PAVEMENT WEDGE MILLING, VARIABLE DEPTH**

This item shall be constructed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, (Edition, hereinafter called TxDOT Specifications") **ITEM 354 PLANING AND TEXTURING PAVEMENT** except as hereinafter modified.

All Specification references to the Department" shall be taken to mean the Town of Addison and/or the Town of Addison's appointed representative (Engineer)

**Section 354.3.D Salvaged Materials**

In the first sentence, delete the word "Department" and replace with the word "Contractor". Delete the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> sentences in their entirety.

**Section 354.4 Measurement:**

In the first sentence, replace the words "square yard of surface area" with the words "linear foot".

**Section 354.5 Payment:**

Delete the first paragraph and replace with the following:

The work performed and materials furnished in accordance with this item and measured as provided under Measurement" will be paid at the contract unit price for PAVEMENT PLANING, VARIABLE DEPTH constructed in accordance with the details shown on the contract plans.

**SPECIAL PROVISION 004**

**ADJUST MANHOLE CASTING AND  
VALVE BOXES**

Contractor to verify location and size of each manhole casting and valve box prior to construction and provide suitable riser adjustment.

Manhole casting adjustments to proposed final grade shall be accomplished through the use of a solid manhole adjusting ring, of appropriate height, and shall be Neenah Foundry R-1979 Manhole Adjusting Rings or an approved equal.

Valve Box adjustments to proposed grade shall be accomplished through the use of a valve box riser, of appropriate height, and shall be Tyler Pipe Products, East Jordan Iron Works or an approved equal.

The work shall be performed in accordance with the manufacturer's recommendations.

The work on this item will result in a smooth ride for the pavement surface. The rim of the casting or box will not vary from the grade of the pavement by more than 1/8" in all directions.

This item will be measured and paid at the contract unit price per EACH for ADJUST MANHOLE CASTING or VALVE BOX which price shall be full compensation for all labor, materials and equipment necessary to complete the work as specified.

## TECHNICAL SPECIFICATION 001

### FULL-DEPTH REPAIR OF EXISTING CONCRETE PAVEMENT

**Description.** This Item shall govern for full-depth repair of Portland cement concrete pavement in accordance with the existing roadway section and the details shown on the plans, and to the lines and grades established by the Engineer.

**Approved Subcontractors.** The following subcontractors have been pre-approved by the Town of Addison to perform the concrete pavement repair work for this project;

- Jim Bowman Construction
- Gibson and Associates
- Ed Wilson Company
- Northstar Construction

It is a requirement to use one of these subcontractors to be considered for this project.

#### **Materials.**

**(1) Concrete.**

Concrete shall be designed to meet a minimum flexural strength of 255 p.s.i. in 4 hours and 550 p.s.i. in 24 hours. Concrete at a minimum shall include 6 ½ sacks of cement. The course aggregate shall be either Grade 2 or 3. Air entrainment will be required. (Air entrained content of three (3) to six (6) percent, or as directed by the Town of Addison Representative) The fine aggregate shall be Grade 1 with a fineness modulus of 2.3 to 3.1. The concrete batch design shall be pre-approved by the Town of Addison Representative. Either transit-mix or central-mix concrete will be permitted. If the concrete fails to reach the required 4-hour or 24-hour strength, the Town of Addison Representative may direct that the concrete be removed and replaced at the Contractor's expense.

**(2) Epoxy.** Epoxy shall be A103 or approved equal and shall be installed per the manufacturer's instructions.

#### **Construction Methods.**

The areas to be repaired will be outlined on the slab by the Town of Addison Representative. The square yardage shown on the plans to be repaired is for bidding purposes only. Actual dimensions of areas to be repaired will be determined during construction by the Town of Addison Representative.

A pressure relief groove approximately 2 inches deep shall be sawed transversely 6 inches (to the inside) from the patch ends. Full-depth saw cuts shall be made transversely along the patch ends. Unless otherwise shown on the plans, longitudinal saw cuts shall be full depth along the patch sides. If in the opinion of the Town of Addison Representative, spalling occurs along the full-depth longitudinal saw cut, the longitudinal saw cutting shall then include a longitudinal 2-inch deep pressure relief groove and be performed in the same manner as the transverse saw cutting. Additional full-depth saw cuts may be made as needed to facilitate removal of the concrete within the limits of the required full-depth cuts. Concrete adjacent to the patch shall not be spalled or fractured by the removal procedure.

NOTE - All saw cuts are subsidiary and not a separate pay item. The concrete shall be removed, taking care not to disturb the underlying pavement support. The total lift-out method shall be used within the limits of the full-depth saw cuts. The lift-out method shall include having the slab loaded directly onto trucks. There shall be no breaking up of the slab along side the repair area.

All loose sub-base material shall be removed and replaced with concrete, and is incidental to the pavement pay item.

With regard to individual repair locations, the Contractor shall schedule his work so that the concrete placement will follow the full-depth saw cut by no more than two (2) days unless otherwise shown on the plans or permitted by the Town of Addison Representative.

New reinforcing bars shall be placed and firmly supported by approved bar chairs.

For all concrete pavements, the following procedure of reinforcement shall apply:

Transverse and longitudinal tie-bars to be #5x18" smooth dowels on 18" centers, epoxy grouted into the existing concrete pavement to a depth of 9". All reinforcing steel for the repair shall be #4 on 12" centers.

Drilling of holes for tie-bars in the existing slab shall be by mechanical drilling rig or jig to ensure that the bars are square to the face of the slab at its mid-point. Hand-held hammer or impact drilling permitted with approved jig. Drilling dust must be blown out of the holes.

Concrete placement shall not begin in a given patch until the tie-bar and dowel-bar grout has attained sufficient strength to preclude displacement of the tie-bars by the concrete, or as determined by the Town of Addison Representative. Grout retention disks shall be used when required on the plans.

Immediately prior to placing the concrete, the sub-base and each face of existing concrete shall be wetted. Approved hand manipulated mechanical vibrators shall be used to insure the proper consolidation of the concrete. The concrete shall be screeded to the elevation of the adjacent concrete pavement and checked with a straightedge to insure that the riding surface will be satisfactory. The concrete shall be given a stiff broom finish or tined to match existing finish and all edges shall be tooled.

The concrete shall be cured immediately after finishing operations have been completed. Membrane curing shall be used for the curing of the repaired area. The curing period shall extend only until the repaired area is opened to traffic.

The repaired area may be opened to traffic when the concrete has attained a flexural strength of 255 p.s.i. All test specimens representing tests for opening to traffic shall be cured using the same methods and under the same conditions as the repaired area. Modifications to the specified construction methods, requested by the Contractor, must be submitted to the Town of Addison Representative in writing for his approval.

**Measurement.**

This Item will be measured by the square yard of surface area, and will not include areas that require repair which were damaged by the negligence of the Contractor.

**Payment.**

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pavement", of the nominal depth specified. This price shall be full compensation for traffic control, sawing and breaking the existing pavement structure; for the removal and loading of the broken concrete or loose sub-base; for furnishing all materials; for all reinforcing steel; for all curing; and for all manipulations, labor, equipment, testing, tools and incidentals necessary to complete the work.

Expansion joints are subsidiary and not a pay item.

Pavement under curb will be paid at the square yard unit price.

**Revised April 9, 2004**

## TECHNICAL SPECIFICATION 002

### REINFORCED HIGH DENSITY STRESS RELIEF INTERLAYER

#### DESCRIPTION

This item covers the requirements for furnishing materials and installing reinforced high density stress relief interlayer in accordance with details specified herein and details shown on the plans.

The Contractor shall include all supplementary tools and equipment necessary or required for a complete, satisfactory and approved installation.

#### MATERIALS

Material shall be PavePrep as manufactured by Pavetech International, 105 May Drive, Harrison, OH 45030, or approved equal. 1-800-544-7737.

The material shall be high density asphalt mastic sandwiched between two layers of polyester fabric meeting the following properties:

Weight	0.9 lbs/ft <sup>3</sup>	
Thickness	0.135 inches	ASTM D1777
Retains 75% thickness after loading		ASTM D395 (modified)
Density (Mastic)	80 lbs/ft <sup>3</sup> minimum	ASTM D70
Absorption	1% maximum	ASTM D517
Brittleness	Pass	ASTM D517
Softening Point (Mastic)	210°F - 230°F	ASTM D36
Cold Flex	No Cracking	ASTMD146 (modified)
Elongation (@ Peak Tensile)	10% minimum	ASTM D412 (modified)
Tensile Strength (Peak)	2,000 psi minimum	ASTM D412 (modified)
Width	18 inches	
Length	100 feet	

#### CONSTRUCTION DETAILS

##### Surface Preparation

Pavement must be clean, dry and should be blown or broomed free of dust prior to material application.

PavePrep shall be applied when existing surface temperature is a minimum of 50°F and rising.

##### Asphalt Tack Coat

The asphalt tack coat applied to the pavement shall meet the following requirements:

Asphalt Cement	AC-30 (PG 67-22)	310° - 340° F	AASHTO M-226
Asphalt Cement	AC-20 (PG 64-22)	310° - 340° F	AASHTO M-226
Rubberized Asphalt Cement		per Manufacturer	ASTM D-3405
PaveTech PCF-100		370° - 390° F	

The asphalt tack coat must be applied at a rate of approximately 0.15 gallons/square yard over existing surfaces and approximately 0.20 gallons/square yard over milled surfaces.

The maximum width of the tack coat applications shall be such that the tack extends a minimum 1 ½ inches on both sides of the PavePrep.

**PavePrep Placement Procedures**

The Contractor shall place PavePrep over all transverse contraction joints and existing cracks in the concrete pavement which are greater than ¼ inch wide.

PavePrep shall be placed with the woven polyester side of the material placed up to traffic and the non-woven polyester side placed into the tack coat.

The material must be centered as close as possible over the crack or joint to allow the material to extend approximately 9 inches minimum each side of or beyond the repaired area. It is recommended that the roll of material be kept in tension during placement. PavePrep should be laid smooth, free of wrinkles and with no uplifted areas.

PavePrep should be placed at least 2 hours in advance of paving operations. If application must immediately precede the paving operation, use AC-20, AC-30 or PG grade tack may be used to bond PavePrep to the existing surface.

When necessary, PavePrep shall be cut with a razor knife from the woven polyester side. Frequent changes of knife blade may be necessary to main a sharp blade and avoid frayed edges.

Immediately after it is placed, PavePrep shall be rolled on the tack coat with a riding static drum or rubber wheeled roller in direction of roll out. Care must be taken to insure that the edges of the PavePrep are securely bonded to the pavement surface.

On milled surfaces, PavePrep shall be rolled into the tack coat with a rubber wheeled roller. The rolling of PavePrep should consist of three or more passes.

**Asphalt Overlay Placement**

PavePrep must be dry at the time the overlay is placed.

A tack coat shall be applied to the PavePrep prior to paving.

Dry washed sand or limestone dust may be broadcast ahead of the paver if the PavePrep is sticking to the tires of the trucks or paving equipment.

Asphalt hot-mix compaction procedures must be in accordance with acceptable asphalt paving standards and practices.

**STORAGE**

Material shall be stored in such a manner as to not expose it to rain prior to installation. Exposure to rain may affect the ability to bond the material to the pavement surface. Inside storage temperature shall not exceed 120° F.

**METHOD OF MEASUREMENT**

The unit of measurement of the high density crack reduction/stress relief interlayer shall be in linear feet.

**BASIS OF PAYMENT**

Payment shall be made at the contract price per unit of material in place including all preparation, installation, labor and equipment required.

Payment will be made under:

<b><u>Item No.</u></b>	<b><u>Description</u></b>
6	Reinforced High Density Stress Relief Interlayer



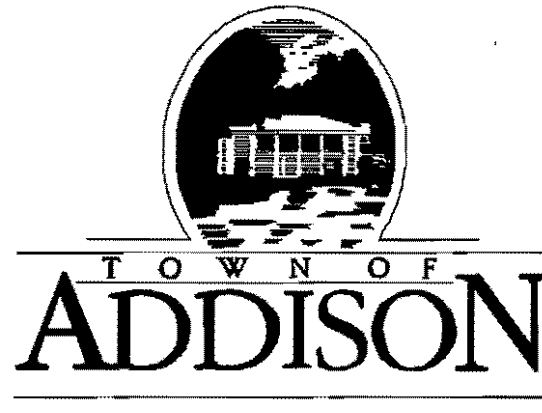
PLANS FOR REHABILITATION, TRAFFIC CONTROL, AND PAVEMENT MARKINGS

BID SET

# BELT LINE ROAD

## PAVEMENT REHABILITATION

### FROM MARSH LANE TO DALLAS NORTH TOLLWAY



SHEET NO.	INDEX OF SHEETS
1	COVER SHEET / LOCATION MAP
2	GENERAL NOTES AND QUANTITIES
3	TYPICAL SECTIONS AND DETAILS
4-7	ASPHALT AND MILLING PLAN
8-11	PAVEMENT MARKING PLAN



THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY WM. SCOTT FORBES P.E. # 87223 ON 10-SEP-2004

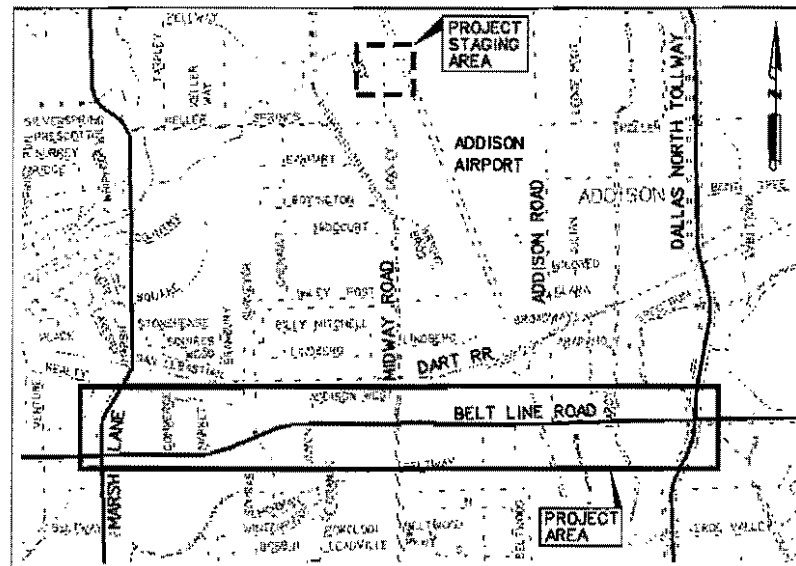
R. SCOTT WHEELER  
MAYOR

TOM BRAUN      GLYNDA TURNER  
FREDERICK M. SILVER      GREGORY S. HIRSH  
COUNCIL MEMBERS

JOE CHOW      JIMMY NIEMANN  
MAYOR PRO TEMPORE      DEPUTY MAYOR PRO TEMPORE

RON WHITEHEAD  
CITY MANAGER

MICHAEL E. MURPHY, P.E.  
DIRECTOR OF PUBLIC WORKS



LOCATION MAP  
NOT TO SCALE

OWNER:

TOWN OF ADDISON  
DEPARTMENT OF PUBLIC WORKS  
16801 WESTGROVE  
P.O. BOX 9010  
ADDISON, TEXAS 75001-9010  
(972) 450-2871

ENGINEER:

HNTB CORPORATION  
5910 WEST PLANO PARKWAY, SUITE 200  
DALLAS, TEXAS 75093  
(972) 661-5626

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**GENERAL NOTES:**

CONTRACTOR SHALL PREPARE AND IMPLEMENT A TRAFFIC CONTROL PLAN FOR ALL WORK WITHIN STREET RIGHT-OF-WAY. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR AT ALL TIMES SHALL PROVIDE BARRICADES, WARNING SIGNS, FLAGGERS AND LIGHTING ADEQUATE TO SAFEGUARD THE PUBLIC FROM ANY HAZARDS.

ANY STREET RIGHT-OF-WAY, OR OTHER PROPERTY DAMAGED BY THE CONTRACTOR OR HIS SUBCONTRACTOR SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE CONTRACT.

ALL ADJACENT PROPERTY DAMAGE BY THE PROPOSED CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER CONDITION THAN WHICH IT WAS FOUND BEFORE SUCH WORK WAS UNDERTAKEN (NON-PAY ITEM).

CONTRACTOR SHALL EMPLOY A QUALIFIED ENGLISH SPEAKING PROJECT MANAGER WHO WILL BE RESPONSIBLE FOR DIRECTING ALL WORK CREWS. PROJECT MANAGER SHALL REMAIN ON THE JOB AT ALL TIMES, IN ORDER TO SUPERVISE THE WORK OF ALL SUB-CONTRACTORS, AS WELL AS THE CONTRACTOR'S OWN WORK CREWS.

CONTRACTOR SHALL REMOVE ALL SURPLUS DIRT, DEBRIS, TRASH, ETC., FROM THE SITE AND DISPOSE OF IT LEGALLY OFFSITE. REMOVE ALL EQUIPMENT AT THE COMPLETION OF EACH DAY'S WORK. ALL WORK AREAS SHALL BE CLEANED UP AT THE COMPLETION OF EACH DAY'S WORK.

**TRAFFIC AND ACCESS CONTROL:**

THE CONTRACTOR, AT ALL TIMES, SHALL PROVIDE BARRICADES, WARNING SIGNS, FLAGGERS AND LIGHTING ADEQUATE TO SAFEGUARD THE PUBLIC FROM ANY HAZARDS.

THE CONTRACTOR SHALL MAINTAIN, AT ALL TIMES, AT LEAST ONE LANE OF TRAFFIC OPEN IN EACH DIRECTION TO PERMIT LOCAL TRAFFIC FLOW.

THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESS LOCATIONS AT ALL TIMES DURING THE CONSTRUCTION. CLOSURE OF DRIVEWAYS DUE TO CONSTRUCTION OPERATIONS WILL BE ALLOWED ON A LIMITED TIME BASIS SUBJECT TO APPROVAL OF THE OWNER AND ENGINEER.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL CROSS STREETS. CLOSURE OF CROSS STREETS DUE TO CONSTRUCTION OPERATIONS WILL BE ALLOWED ON A LIMITED TIME BASIS SUBJECT TO APPROVAL OF THE OWNER AND ENGINEER.

**RAISED TRAFFIC MARKERS:**

CONTRACTOR TO REMOVE AND REPLACE ALL RAISED TRAFFIC MARKERS ON THIS PROJECT. REMOVE EXISTING RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION ITEM 677 OR LATEST REVISION. COST OF REMOVAL IS SUBSIDIARY TO CONSTRUCTION.

REVIEW EXISTING RAISED TRAFFIC MARKER LOCATIONS WITH ENGINEER PRIOR TO REMOVAL. UNLESS OTHERWISE DIRECTED BY ENGINEER, PROVIDE NEW RAISED TRAFFIC MARKERS TO MATCH PREVIOUSLY REMOVED RAISED TRAFFIC MARKERS.

PREPARE PAVEMENT SURFACE FOR NEW RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION ITEM 67B OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

CONTRACTOR TO USE NEW RAISED TRAFFIC MARKER PATTERN. SEE DETAIL ON PAGE 3 OF THIS SET OF PLANS. INSTALL RAISED TRAFFIC MARKERS IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 672 OR LATEST REVISION. INSTALL RAISED TRAFFIC MARKERS USING TRAFFIC MARKER ADHESIVE.

NON-REFLECTORIZED MARKER: 4" ROUND CERAMIC; WHITE.

REFLECTORIZED MARKER: 4"x4"x0.70"; WHITE WITH ONE SIDE REFLECTIVE.

TRAFFIC MARKER ADHESIVE: BITUMINOUS ADHESIVE MEETING TXDOT MATERIAL SPECIFICATION DMS-615D.

**PAVEMENT MARKINGS:**

CONTRACTOR TO REMOVE AND REPLACE PAVEMENT MARKINGS ON THE PROJECT. REMOVE EXISTING PAVEMENT MARKINGS IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION ITEM 677 OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

REVIEW EXISTING PAVEMENT MARKING LOCATIONS WITH OWNER AND ENGINEER PRIOR TO REMOVAL. PROVIDE NEW PAVEMENT MARKINGS TO MATCH PREVIOUSLY REMOVED PAVEMENT MARKER LOCATIONS UNLESS OTHERWISE DIRECTED BY OWNER AND ENGINEER.

PREPARE PAVEMENT SURFACE FOR NEW PAVEMENT MARKINGS IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION ITEM 67B OR LATEST REVISION. COST IS SUBSIDIARY TO CONSTRUCTION.

INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION ITEM 666 OR LATEST REVISION.

PAVEMENT MARKINGS: CROSSWALK DELINEATIONS, STOP BARS AND TRAFFIC SYMBOLS SHALL BE THERMOPLASTIC MATERIAL MEETING TXDOT MATERIALS SPECIFICATION DMS-822D.

CONTRACTOR SHALL USE ITEM 2D - PAVEMENT MARKING CONTINGENCY FOR REPLACEMENT AND MATCHING OF ALL EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES REMOVED ON SIDE STREETS AND DRIVES.

**TEMPORARY PAVEMENT MARKINGS:**

WHEN EXISTING PAVEMENT MARKINGS ARE REMOVED FOR CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS AT THE END OF EACH NIGHT'S WORK BEFORE OPENING THE STREET TO MORNING TRAFFIC. COST IS SUBSIDIARY TO BID ITEM FOR TRAFFIC CONTROL.

CONTRACTOR TO PROVIDE TEMPORARY MARKINGS IN ACCORDANCE WITH THE REQUIREMENTS OF ITEM 662 OF THE TXDOT STANDARD SPECIFICATIONS.

CONTRACTOR TO REMOVE TEMPORARY PAVEMENT MARKINGS AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH ITEM 677 OF THE TXDOT STANDARD SPECIFICATIONS. COST IS SUBSIDIARY TO BID ITEM FOR TRAFFIC CONTROL.

**CONSTRUCTION PHASING:**

1. THE CONTRACTOR SHALL SUBMIT AN ASPHALT PAVING PLAN TO THE ENGINEER FOR APPROVAL. SCHEDULE EACH DAY'S WORK TO COMPLETE ASPHALT PAVING TO LIMITS OF PAVEMENT WEDGE MILLING OR INTERSECTION MILLING FOR THAT DAY OR PROVIDE TEMPORARY ASPHALT FILLET AT PAVEMENT WEDGE MILLING OR INTERSECTION MILLING EDGE. THE COST OF TEMPORARY FILLET IS SUBSIDIARY TO CONSTRUCTION.

2. SIGNS, BARRICADES, FLAGGERS AND WARNING DEVICES, AS NECESSARY FOR CONSTRUCTION, SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

3. CONSTRUCTION SHOULD BE IN ACCORDANCE WITH ALL TOWN OF ADDISON CONSTRUCTION SPECIFICATIONS, THE THIRD EDITION OF THE NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND AS DESCRIBED IN THE SPECIFICATIONS.

4. THE CONTRACTOR SHALL KEEP OPEN, ALONG ENTIRE PROJECT, THE SAME TRAFFIC LANE SO AS TO MAINTAIN TRAFFIC CONSISTENCY AND PREVENT MOTORISTS FROM HAVING TO SWITCH LANES AND WEAVE IN AND OUT AND AROUND BARRELS OR BARRICADES.

5. LIMIT COMPLETE ACCESS CLOSURE TO BUSINESSES LIMITED TO AFTER HOURS OF OPERATION. SCHEDULE WORK ALONG OPEN BUSINESS LOCATIONS TO MINIMIZE ACCESS CLOSURE TIMEFRAMES. PROVIDE ADDITIONAL FLAGGERS AS NECESSARY.

6. CONSTRUCTION SIGNS SHALL BE REMOVED UPON COMPLETION OF THE WORK. INDIVIDUAL WARNING SIGNS SHALL BE REMOVED, TURNED AWAY FROM THE VIEW OF TRAFFIC, OR COVERED WHENEVER THE SPECIFIC DANGER OF WHICH THE PARTICULAR SIGN WARNS HAS CEASED TO EXIST, EITHER PERMANENTLY OR TEMPORARILY. THE SIGN MUST BE PROMPTLY REPLACED, TURNED INTO VIEW, OR UNCOVERED WHEN THE SITUATION AGAIN BECOMES A POTENTIAL DANGER.

SUMMARY OF QUANTITIES			
NO.	DESCRIPTION	QUANTITY	UNIT
1	REMOVE AND REPLACE 8" THICK REINFORCED CONCRETE PAVEMENT	35	S.Y.
2	HOT MIX ASPHALT, TYPE D, 2", (PG 76-22)	100,300	S.Y.
3	PRIME COAT	8,100	GAL.
4	PAVEMENT WEDGE MILLING	38,400	L.F.
5	PAVEMENT BUTT JOINT AND INTERSECTION MILLING	6,600	S.Y.
6	REINFORCED HIGH DENSITY STRESS RELIEF INTERLAYER	59,250	L.F.
7	ADJUST MANHOLE CASTINGS	15	EA.
8	ADJUST VALVE BOXES	64	EA.
9	TRAFFIC CONTROL	1	L.S.
10	TRAFFIC MARKERS (4" LEAD ACRYLIC REFLECTORIZED)	950	EA.
11	TRAFFIC MARKERS (4" ROUND CERAMIC BUTTONS)	7,850	EA.
12	THERMOPLASTIC REFLECTORIZED STOP BARS (24" WIDE)	1,755	L.F.
13	PAINTED REFLECTORIZED CROSSWALKS (6" WIDE)	2,060	L.F.
14	THERMOPLASTIC REFLECTORIZED PUPPY TRACKS (6" WIDE)	1,120	L.F.
15	THERMOPLASTIC REFLECTORIZED WORDS / SYMBOLS	31	EA.
16	THERMOPLASTIC REFLECTORIZED LEFT TURN ARROWS	56	EA.
17	THERMOPLASTIC REFLECTORIZED RIGHT TURN ARROWS	16	EA.
18	THERMOPLASTIC REFLECTORIZED STRAIGHT ARROWS	6	EA.
19	THERMOPLASTIC REFLECTORIZED COMBINED RIGHT	3	EA.
2D	PAVEMENT MARKING CONTINGENCY	1	L.S.
21	RAILROAD COORDINATION	1	L.S.

**PAVEMENT REPAIR:**

1. THE CONTRACTOR SHALL REPAIR PAVEMENT AREAS AHEAD OF PAVEMENT MILLING AND ASPHALT PAVING.

2. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE FULL DEPTH. MINIMUM PAVEMENT REMOVAL SIZE SHALL BE 4'x4' TO ALLOW FOR PAVEMENT DOWELS.

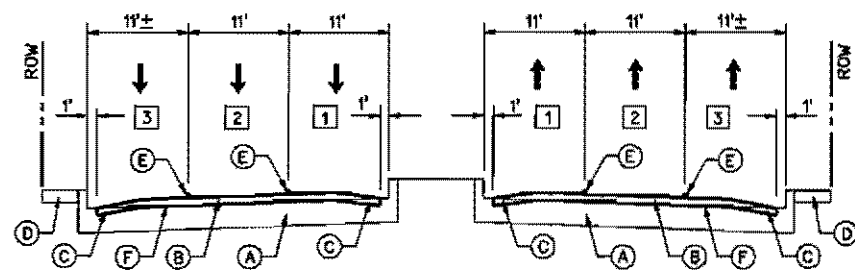
3. PROVIDE FULL-DEPTH PAVEMENT REPAIR IN ACCORDANCE WITH THE TOWN OF ADDISON FULL-DEPTH REPAIR OF EXISTING CONCRETE PAVEMENT.

4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, ETC., MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR AFTER THE PLACING OF PERMANENT PAVING.



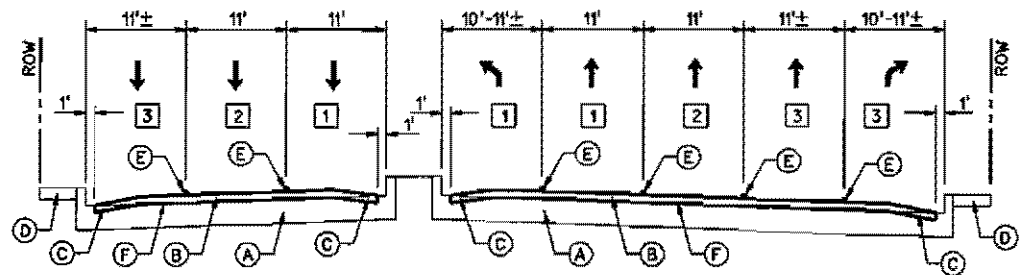
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY W.M. SCOTT FORBES P.E.# 87223 ON 10-SEP-2004

NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS <i>The HNTB Companies</i>			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>GENERAL NOTES AND QUANTITIES</b>			
TOWN OF ADDISON, TEXAS			
Design WSF	Drawn GFS	DATE	SCALE
Check JH	Check WSF	SEPT 04	NTS
PROJECT NO.	SHEET NO.		
40316	2		



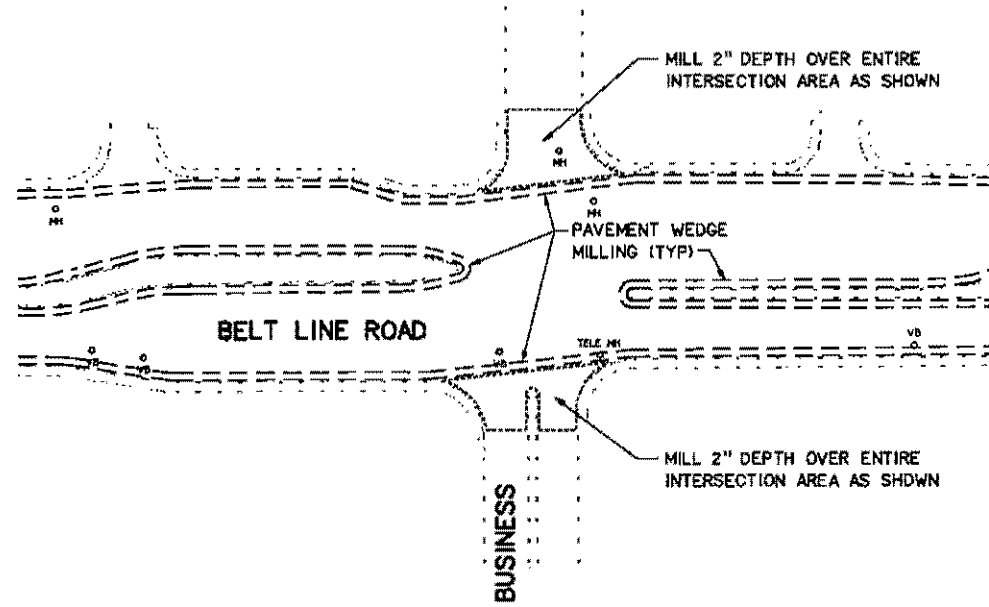
TYPICAL SECTION AT MIDBLOCK

NTS



TYPICAL SECTION AT INTERSECTION

NTS



TYPICAL SECTION - PAVEMENT MILLING THROUGH INTERSECTION

NTS

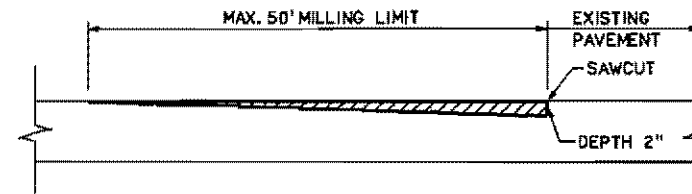
**LEGEND:**

- (A) EXISTING PORTLAND CEMENT CONCRETE PAVEMENT
- (B) 2" THICK ASPHALTIC CEMENT CONCRETE PAVEMENT, TYPE D
- (C) PAVEMENT PLANING, VARIABLE DEPTH
- (D) EXISTING SIDEWALK
- (E) PAVEMENT MARKING
- (F) PRIME COAT

**CONSTRUCTION PHASING INDEX\***

- 1 INTERIOR TRAVEL LANE AND LEFT TURN LANES
- 2 MIDDLE TRAVEL LANES
- 3 OUTSIDE TRAVEL LANE AND RIGHT TURN LANES

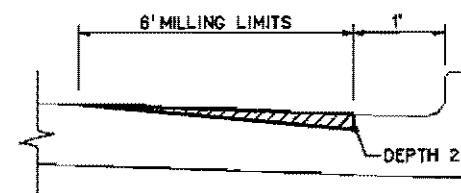
\*SEE SPECIFICATIONS FOR NIGHT CONSTRUCTION HOURS OF OPERATION FOR EACH LANE.



NOTE:  
COST FOR SAWCUT FOR BUTT JOINT IS SUBSIDIARY TO PAVEMENT MILLING.

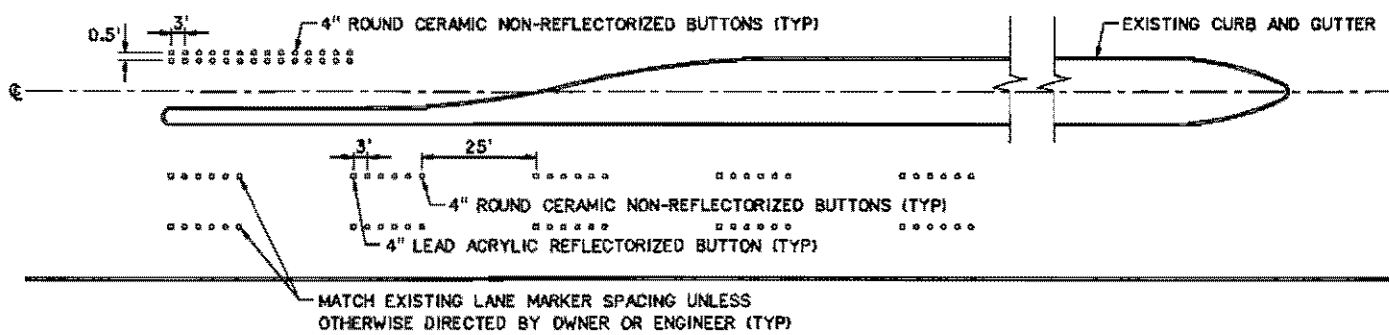
**BUTT JOINT PAVEMENT MILLING**

VARIABLE DEPTH 0" TO 2"  
NTS



**WEDGE MILLING**

VARIABLE DEPTH 0" TO 2"  
NTS



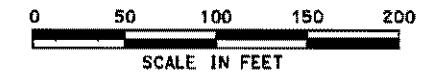
**TRAFFIC BUTTONS/MARKERS**

NTS



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NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS <i>The HNTB Companies</i>			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>TYPICAL SECTIONS AND DETAILS</b>			
TOWN OF ADDISON, TEXAS			
Design WSP	Drawn GFS	DATE	SCALE
Check JKH	Check WSP	SEPT 04	NTS
PROJECT NO.	10315	SHEET NO.	3

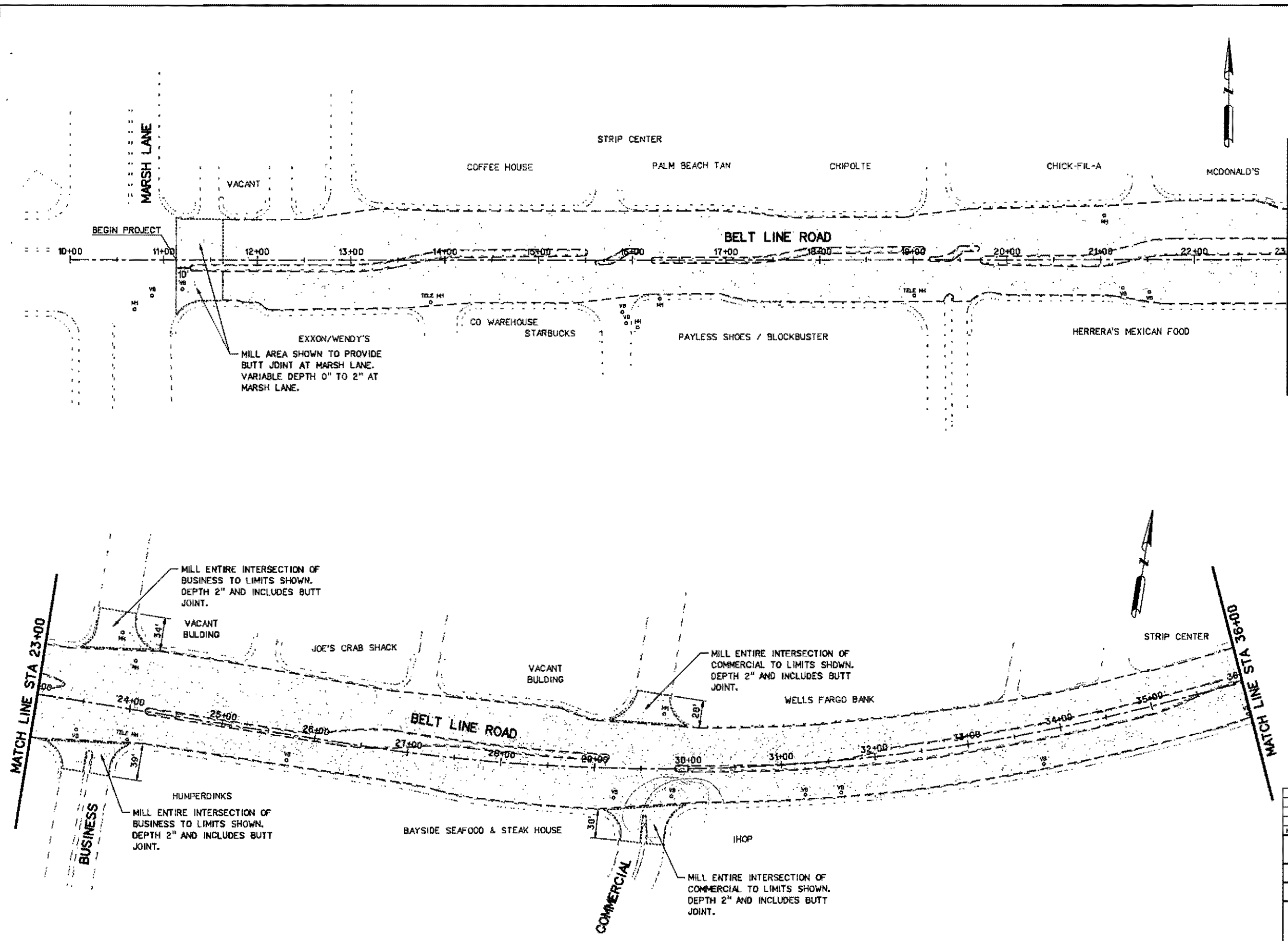


- LEGEND:**
- WEDGE MILLING LIMITS
  - MILLING LIMITS
  - ▭ ASPHALT LIMITS
  - ▨ PAVEMENT REPAIR
  - <sub>M</sub> EXISTING MANHOLE
  - <sub>VB</sub> EXISTING VALVE BOX

**NOTES:**

1. CONTRACTOR TO ADJUST MANHOLES AND VALVE BOXES TO PROPOSED PAVEMENT LIMITS.

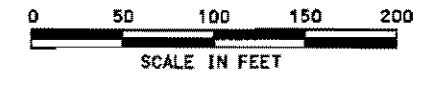
*Brad  
Bird  
bird@commercial*



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NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS <i>The HNTB Companies</i>			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
ASPHALT AND MILLING PLAN STA 11+28 TO STA 36+00			
TOWN OF ADDISON, TEXAS			
Design	WSF	Drawn	GFS
DATE	SEPT 04	SCALE	1"=60'
PROJECT NO.	40316	SHEET NO.	4
Check	JDH	Check	WSF

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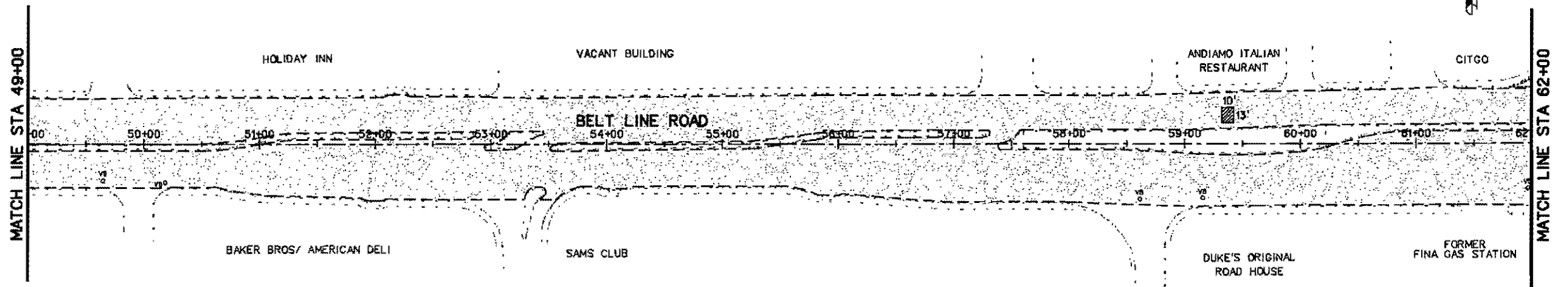
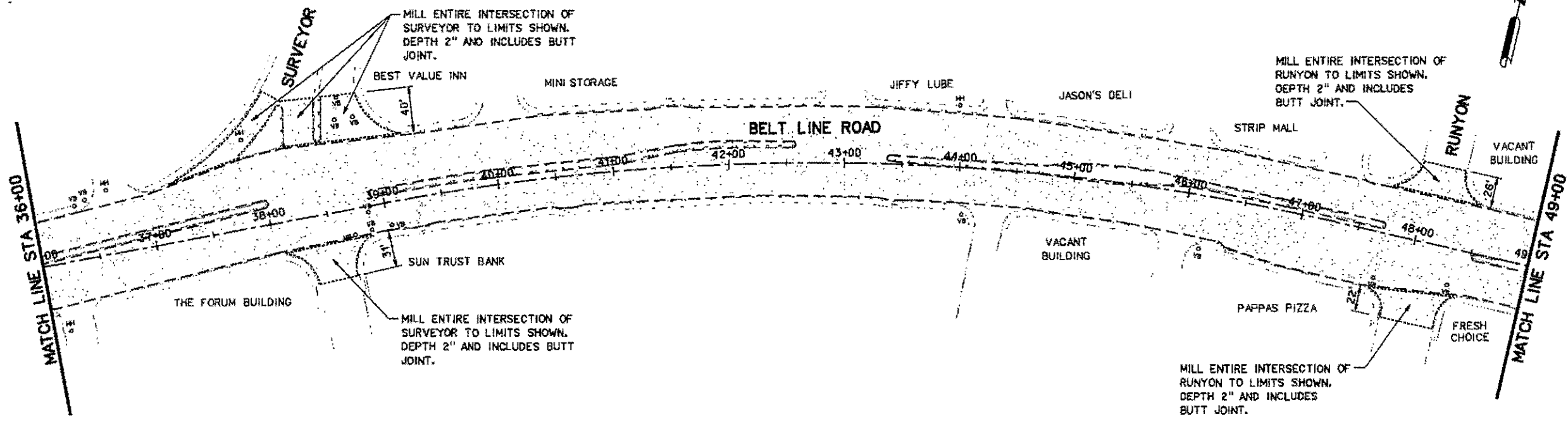


**LEGEND:**

- WEDGE MILLING LIMITS
- MILLING LIMITS
- ASPHALT LIMITS
- ▨ PAVEMENT REPAIR
- <sub>M</sub> EXISTING MANHOLE
- <sub>VB</sub> EXISTING VALVE BOX

**NOTE:**

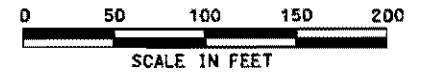
1. CONTRACTOR TO ADJUST MANHOLES AND VALVE BOXES TO PROPOSED PAVEMENT LIMITS.
2. LOCATION OF PAVEMENT PATCHES SHOWN ARE APPROXIMATE ONLY. FINAL LOCATION WILL BE AS DIRECTED BY OWNER'S REPRESENTATIVE.



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NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>ASPHALT AND MILLING PLAN</b>			
STA 36+00 TO STA 62+00			
TOWN OF ADDISON, TEXAS			
Design	WSF	Drawn	GFS
DATE	SEPT 04	SCALE	1"=50'
PROJECT NO.	40316	SHEET NO.	5
Check	JDH	Check	WSF

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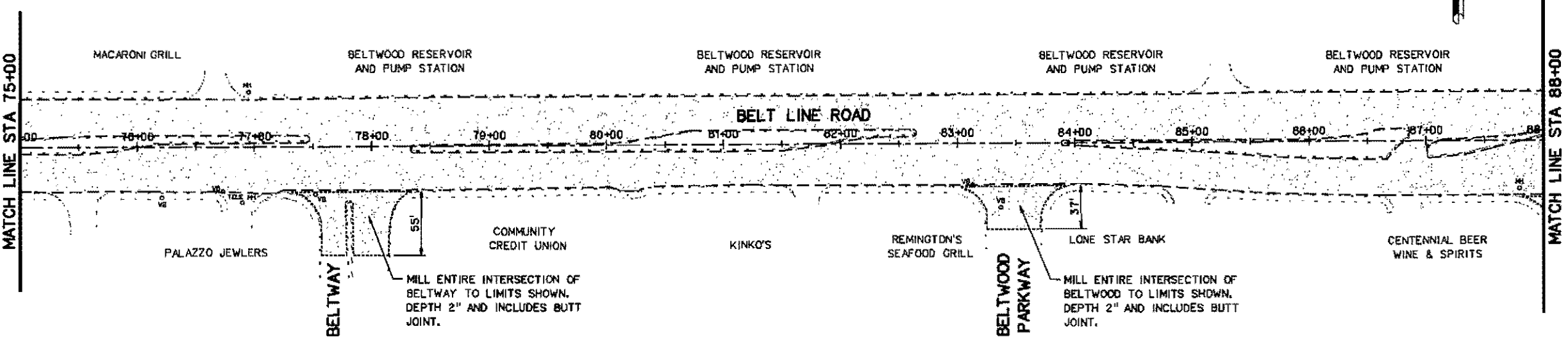
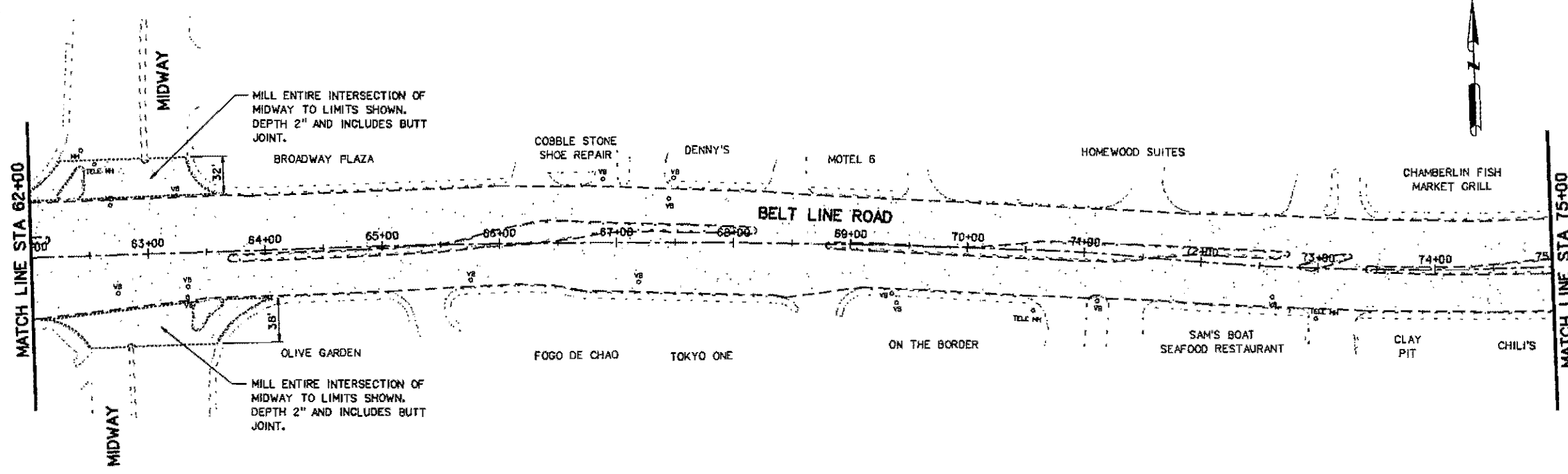


**LEGEND:**

- WEDGE MILLING LIMITS
- MILLING LIMITS
- ASPHALT LIMITS
- PAVEMENT REPAIR
- EXISTING MANHOLE
- EXISTING VALVE BOX

**NOTE:**

1. CONTRACTOR TO ADJUST MANHOLES AND VALVE BOXES TO PROPOSED PAVEMENT LIMITS.



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NO.	DATE	REVISION	APPROV.

**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

**BELT LINE ROAD**

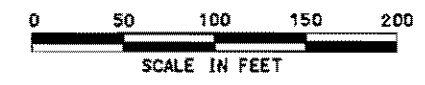
MARSH LANE TO DALLAS NORTH TOLLWAY

ASPHALT AND MILLING PLAN  
STA 62+00 TO STA 88+00

TOWN OF ADDISON, TEXAS

Design	Drawn	DATE	SCALE	PROJECT NO.	SHEET NO.
WSF	WSF	SEPT 04	1"=50'	40115	6

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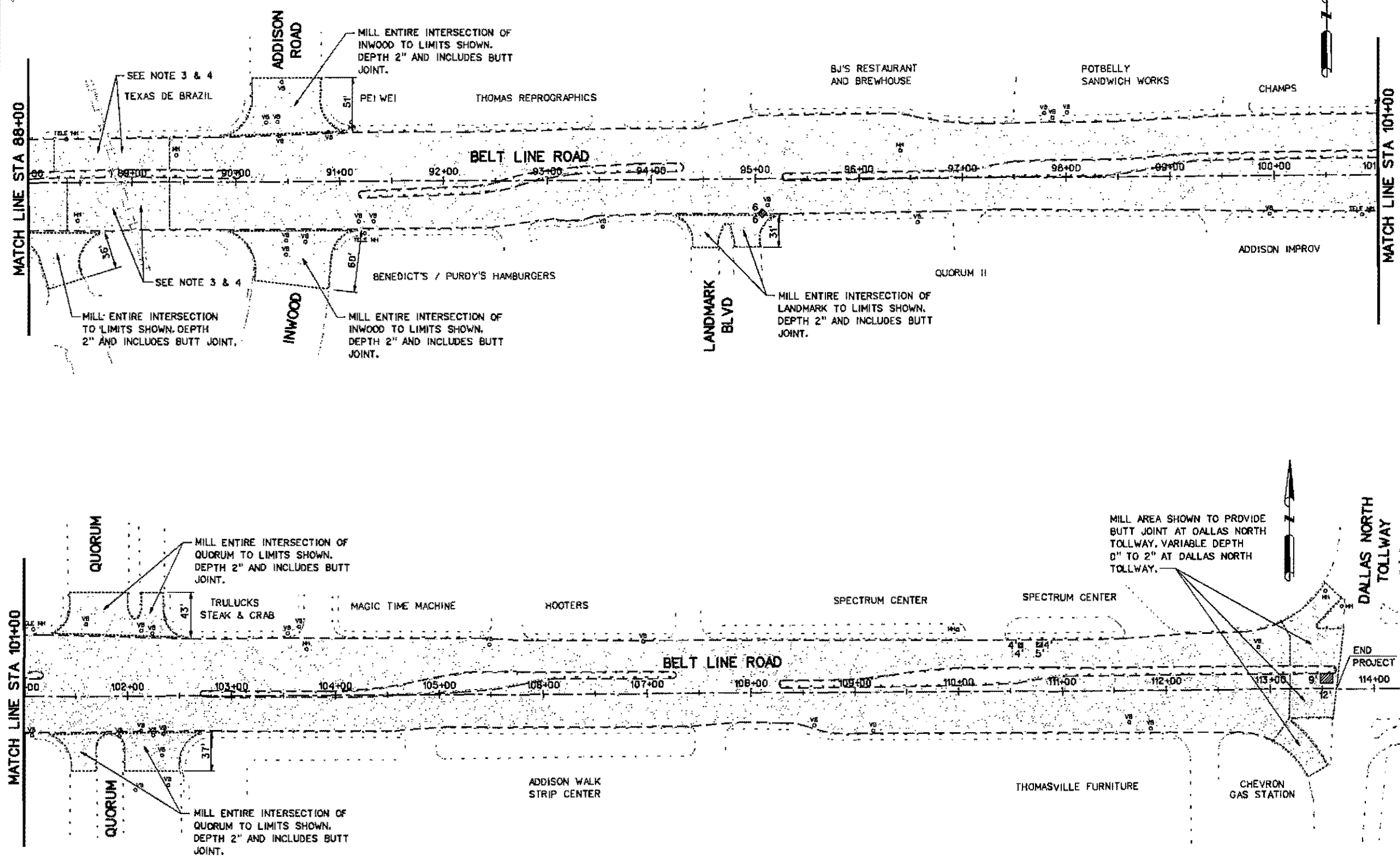


**LEGEND:**

- WEDGE MILLING LIMITS
- ..... MILLING LIMITS
- ASPHALT LIMITS
- PAVEMENT REPAIR
- EXISTING MANHOLE
- EXISTING VALVE BOX

**NOTE:**

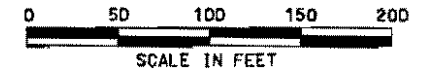
1. CONTRACTOR TO ADJUST MANHOLES AND VALVE BOXES TO PROPOSED PAVEMENT LIMITS.
2. LOCATION OF PAVEMENT PATCHES SHOWN ARE APPROXIMATE ONLY. FINAL LOCATION WILL BE AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. REMOVE AND DISPOSE OF EXISTING ASPHALT TRANSITION NEAR RAILROAD TRACKS. COST IS SUBSIDIARY TO CONSTRUCTION.
4. MILL AREA SHOWN TO PROVIDE BUTT JOINT AT RAILROAD TRACKS. VARIABLE DEPTH 0" TO 2" AT RAILROAD TRACKS.



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NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
ASPHALT AND MILLING PLAN STA 88+00 TO 113+60			
TOWN OF ADDISON, TEXAS			
Design	W/SF	Drawn	G/S
DATE	SEPT 04	SCALE	1"=50'
PROJECT NO.	40316	SHEET NO.	7

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**LEGEND:**

- ① ↑ DIRECTIONAL ARROW
- ② ↘ RIGHT TURN ARROW
- ③ ↙ LEFT TURN ARROW
- ④ ↗ STRAIGHT AND RIGHT TURN ARROW
- ⑤ ↖ STRAIGHT AND LEFT TURN ARROW
- ⑥ ONLY TYP. ELONGATED LETTERS
- ⑦ X TYP. ELONGATED RR MARKINGS
- RR
- ⑧ - - - PUPPY TRACK LINES
- ⑨ ——— CROSSWALK LINES
- ⑩ ——— STOP LINES

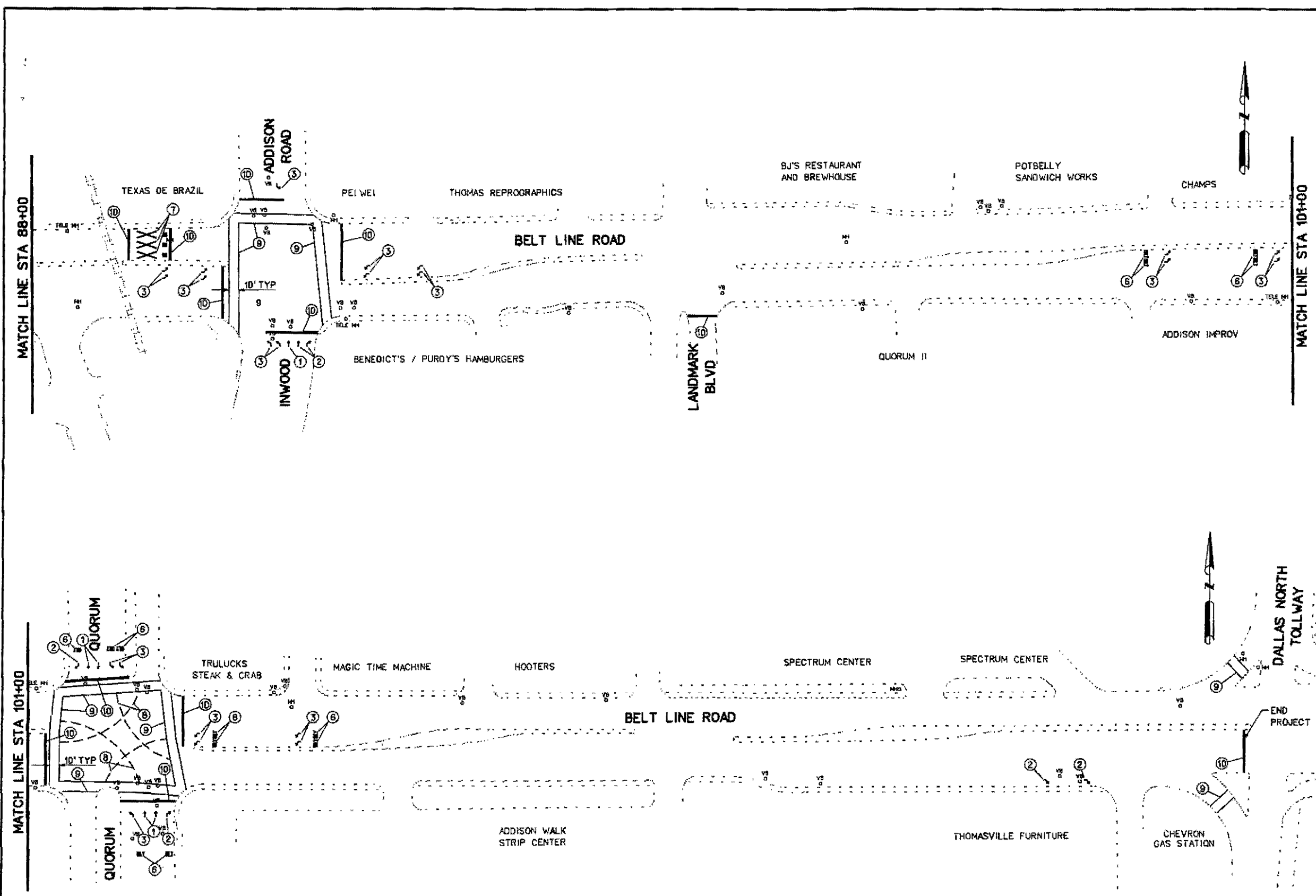
**NOTES:**

1. LOCATION OF PAVEMENT MARKINGS SHOWN ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR TO FOLLOW DESIGN CRITERIA SET FORTH IN TXDOT PAVEMENT MARKING AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. TRAFFIC BUTTONS/MARKERS NOT SHOWN. SEE SHEET 3 FOR STANDARD DETAILS.
3. CONTRACTOR SHALL REPLACE AND MATCH EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES ON NEW PAVEMENT AREAS OF ALL SIDE STREETS AND DRIVES. USE ITEM PAVEMENT MARKING CONTINGENCY FOR PAVEMENT.



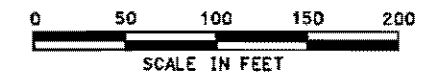
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY W.L. SCOTT FORBES P.E. # 87223 ON 10-SEP-2004

NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Group, Inc.			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>PAVEMENT MARKING PLAN</b>			
<b>STA 88+00 TO END</b>			
<b>TOWN OF ADDISON, TEXAS</b>			
Design	VSF	Drawn	QPS
Check	JEM	Check	WSP
DATE	SEPT 04	SCALE	1"=50'
PROJECT NO.	40316	SHEET NO.	11



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**LEGEND:**

- ① ↑ DIRECTIONAL ARROW
- ② ↘ RIGHT TURN ARROW
- ③ ↙ LEFT TURN ARROW
- ④ ↗ STRAIGHT AND RIGHT TURN ARROW
- ⑤ ↖ STRAIGHT AND LEFT TURN ARROW
- ⑥ OLY TYP. ELONGATED LETTERS
- ⑦ X TYP. ELONGATED RR MARKINGS
- RR
- ⑧ - - - PUPPY TRACK LINES
- ⑨ ——— CROSSWALK LINES
- ⑩ ——— STOP LINES

MATCH LINE STA 23+00

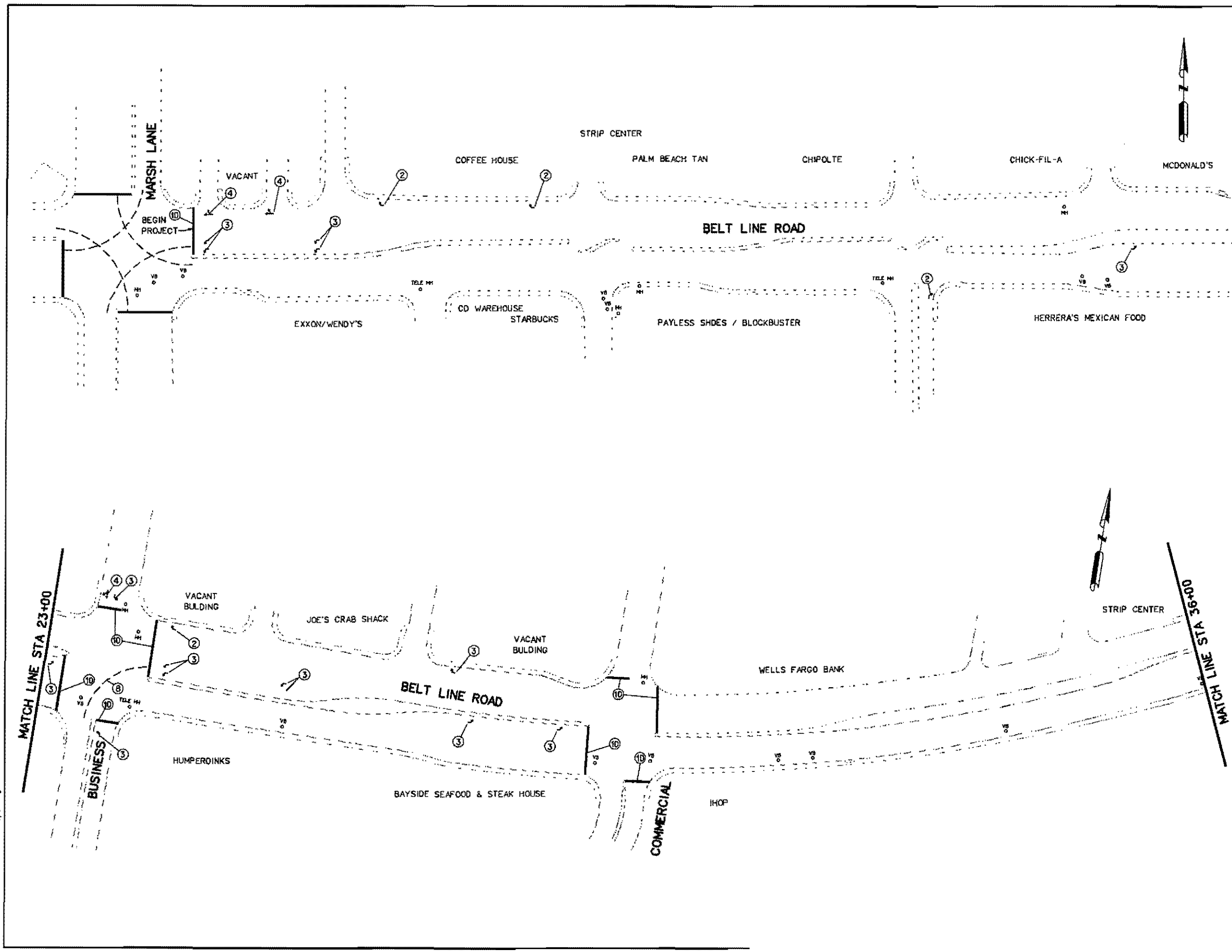
**NOTES:**

1. LOCATION OF PAVEMENT MARKINGS SHOWN ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR TO FOLLOW DESIGN CRITERIA SET FORTH IN TxDOT PAVEMENT MARKING AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. TRAFFIC BUTTONS/MARKERS NOT SHOWN. SEE SHEET 3 FOR STANDARD DETAILS.
3. CONTRACTOR SHALL REPLACE AND MATCH EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES ON NEW PAVEMENT AREAS OF ALL SIDE STREETS AND DRIVES. USE ITEM PAVEMENT MARKING CONTINGENCY FOR PAVEMENT.

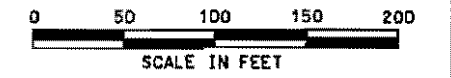


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NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS THE HNTB COMPANY			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>PAVEMENT MARKING PLAN</b>			
<b>BEGIN TO STA 36+00</b>			
TOWN OF ADDISON, TEXAS			
Design	WSF	Drawn	OPS
DATE	SEPT 04	SCALE	1"=60'
PROJECT NO.	10316	SHEET NO.	6



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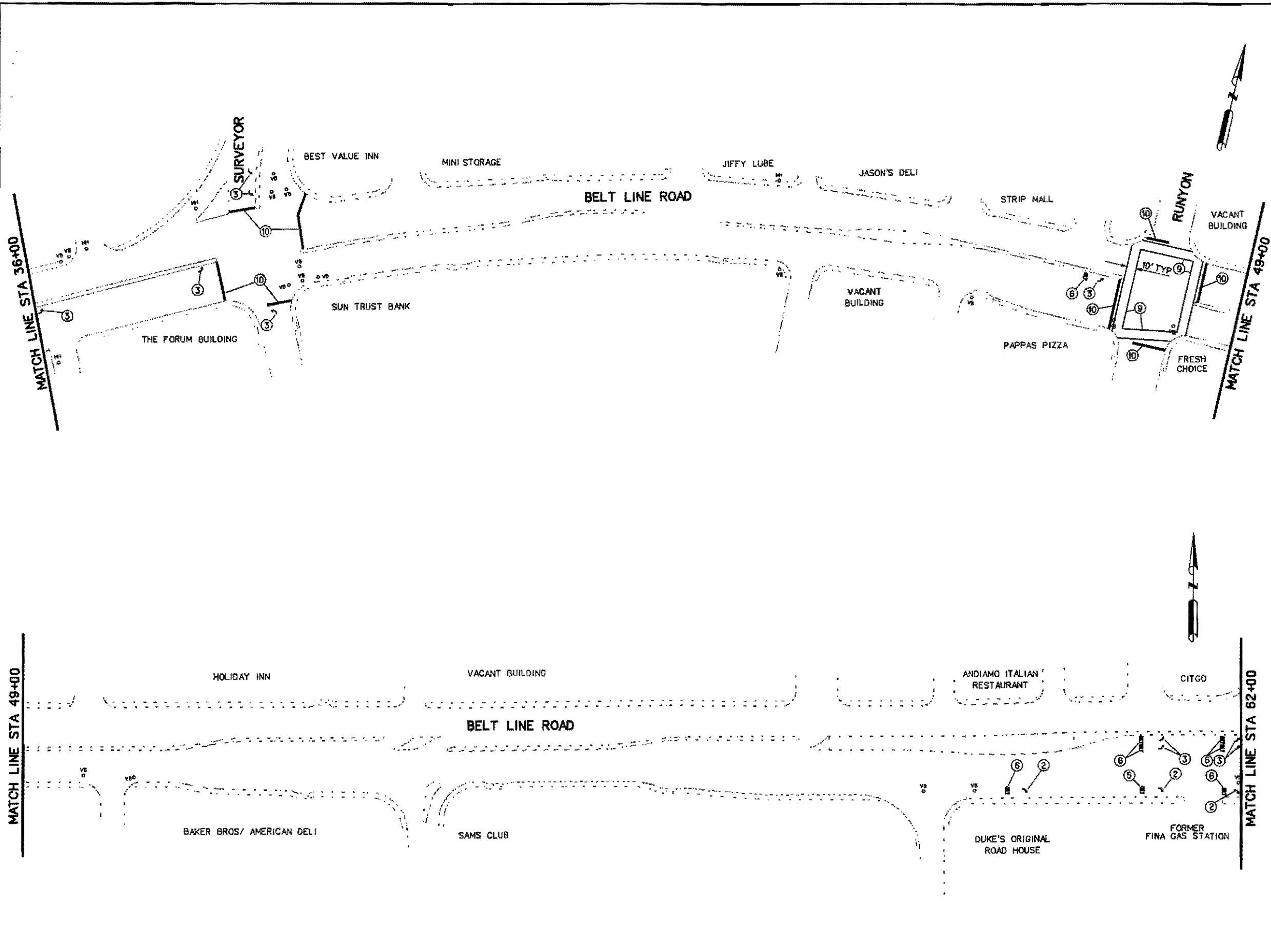


**LEGEND:**

- ① ↑ DIRECTIONAL ARROW
- ② ↘ RIGHT TURN ARROW
- ③ ↙ LEFT TURN ARROW
- ④ ↗ STRAIGHT AND RIGHT TURN ARROW
- ⑤ ↖ STRAIGHT AND LEFT TURN ARROW
- ⑥ ONLY TYP. ELONGATED LETTERS
- ⑦ X TYP. ELONGATED RR MARKINGS
- RR
- ⑧ - - - PUPPY TRACK LINES
- ⑨ ——— CROSSWALK LINES
- ⑩ ——— STOP LINES

**NOTES:**

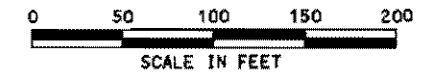
1. LOCATION OF PAVEMENT MARKINGS SHOWN ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR TO FOLLOW DESIGN CRITERIA SET FORTH IN TXDOT PAVEMENT MARKING AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. TRAFFIC BUTTONS/MARKERS NOT SHOWN. SEE SHEET 3 FOR STANDARD DETAILS.
3. CONTRACTOR SHALL REPLACE AND MATCH EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES ON NEW PAVEMENT AREAS OF ALL SIDE STREETS AND DRIVES. USE ITEM PAVEMENT MARKING CONTINGENCY FOR PAVEMENT.



THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY W.M. SCOTT FORBES P.E.# 87223 ON 10-SEP-2004

NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS The HNTB Companies			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>PAVEMENT MARKING PLAN</b>			
STA 36+00 TO STA 62+00			
TOWN OF ADDISON, TEXAS			
Design	WSF	Drawn	QFS
DATE	SEPT 04	SCALE	1"=40'
PROJECT NO.	40316	SHEET NO.	9
Check	JHM	Check	WSF

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**LEGEND:**

- ① ↑ DIRECTIONAL ARROW
- ② ↘ RIGHT TURN ARROW
- ③ ↙ LEFT TURN ARROW
- ④ ↗ STRAIGHT AND RIGHT TURN ARROW
- ⑤ ↖ STRAIGHT AND LEFT TURN ARROW
- ⑥ OLY TYP. ELONGATED LETTERS
- ⑦ X TYP. ELONGATED RR MARKINGS
- RR RR
- ⑧ - - - PUPPY TRACK LINES
- ⑨ ——— CROSSWALK LINES
- ⑩ ——— STOP LINES

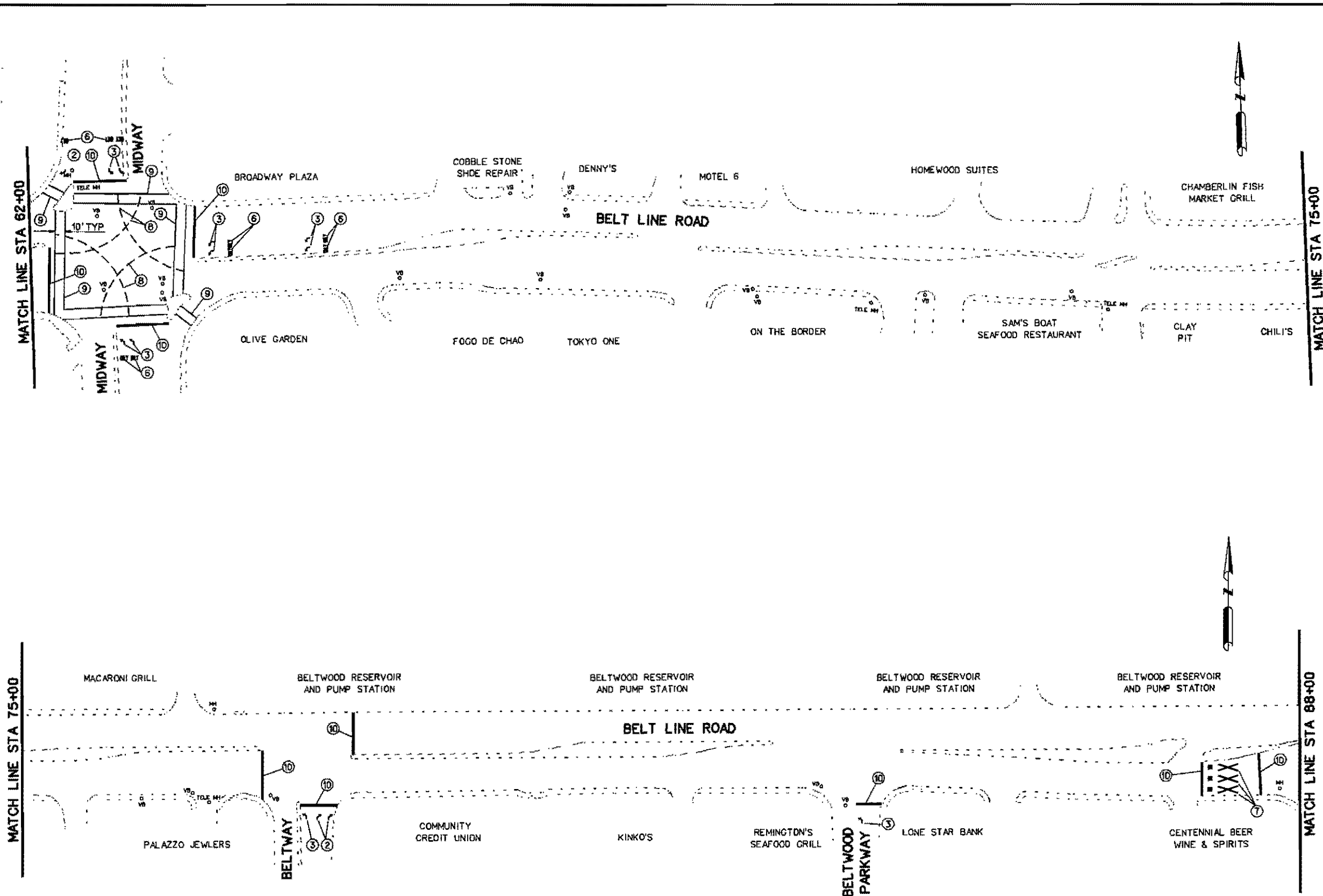
**NOTES:**

1. LOCATION OF PAVEMENT MARKINGS SHOWN ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR TO FOLLOW DESIGN CRITERIA SET FORTH IN TXDOT PAVEMENT MARKING AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. TRAFFIC BUTTONS/MARKERS NOT SHOWN. SEE SHEET 3 FOR STANDARD DETAILS.
3. CONTRACTOR SHALL REPLACE AND MATCH EXISTING TRAFFIC MARKERS/BUTTONS AND STRIPES ON NEW PAVEMENT AREAS OF ALL SIDE STREETS AND DRIVES. USE ITEM PAVEMENT MARKING CONTINGENCY FOR PAVEMENT.



THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY WM. SCOTT FORBES P.E.# 87223 ON 10-SEP-2004

NO.	DATE	REVISION	APPROV.
<b>HNTB</b> ARCHITECTS ENGINEERS PLANNERS 721 RIVER CHASE			
<b>BELT LINE ROAD</b>			
MARSH LANE TO DALLAS NORTH TOLLWAY			
<b>PAVEMENT MARKING PLAN</b>			
STA 62+00 TO STA 88+00			
TOWN OF ADDISON, TEXAS			
Design	WSP	Drawn	GFS
DATE	SEPT 04	SCALE	1"=50'
PROJECT NO.	40316	SHEET NO.	10
Check	JDH	Check	WSP



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