

PREVENTIVE STUDY / MIDWINTER BENEFIT.

Oxford

NO. 753 1/3

MIDWAY →
ADDISON B. ZWICK
K

Wed. Dec. 13th.
2:30 P.M.

— JOHN BIRKOFF
12/4 - 3:00 p.m.

Drive Way Improve

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)

COPY

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Jim Bowman Construction Company, L.P.
(hereinafter called the Principal), as Principal, and First National Insurance Company of America
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Oblige), in the amount of Thirty-Three Thousand, Three Hundred Thirty-Nine
and 50/100 Dollars (\$ 33,339.50) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the
26th day of June, 2001 to

Driveway Paving Improvements at Beltline and Midway

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the work in accordance with the plans, specifications and contract
documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 24th
day of July, 2001.

Denise Casella

Jim Bowman Construction Company, L.P.
(Principal)

By: *[Signature]*
Jim Bowman, General Manager

First National Insurance Company of America
(Surety)

By: *[Signature]*
Raymon R. Dyer (Attorney-in-Fact)

Allen Crum

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Jim Bowman Construction Company, L.P.
(hereinafter called the Principal), as Principal, and First National Insurance Company of America
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of Thirty-Three Thousand, Three Hundred Thirty-Nine
and 50/100 Dollars (\$ 33,339.50) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
26th day of June 2001 to

Driveway Paving Improvements at Beltline and Midway

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 24th
day of July, 2001.

Denise Casella

Allen Crini

Jim Bowman Construction Company, L.P.
(Principal)

By: [Signature]
Jim Bowman, General Manager

First National Insurance Company of America
(Surety)

By: [Signature]
Raymond R. Dyer (Attorney-in-Fact)

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 startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

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

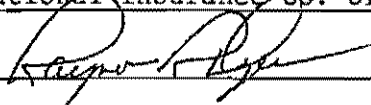
IN WITNESS WHEREOF, the said First National Insurance Company of America has caused these presents to be executed by Raymon R. Dyer and the said Raymon R. Dyer has hereunto set his hand this the _____ day of _____, 20 01

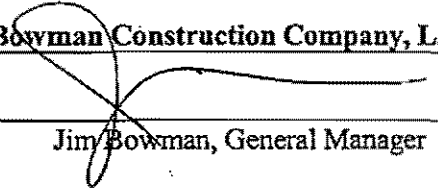
SURETY

PRINCIPAL

First National Insurance Co. of America

Jim Bowman Construction Company, L.P.

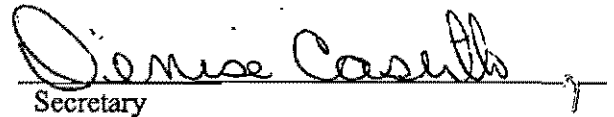


By: 
Jim Bowman, General Manager

By: Raymon R. Dyer
Attorney in Fact

ATTEST

By: Davis-Dyer-Max, Inc.
Surety


Secretary

409 E. Centerville Rd.

Garland, Texas 75041
Agency and Address

NOTE: Date of Maintenance Bond must be same as date City acceptance.



POWER OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4333 BROOKLYN AVENUE
SEATTLE, WASHINGTON 98105

33 Brooklyn Avenue N.E.
Seattle, WA 98105

No. 10543

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
.....RAYMON R. DYER; PERRY MAX; TAMMII ENTRIKEN; Garland, Texas.....

True and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of March, 1999

R.A. Pierson
R.A. PIERSON, SECRETARY

W. Randall Stoddard
W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for the purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

R.A. Pierson, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of JULY, 2001



R.A. Pierson
R.A. PIERSON, SECRETARY

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 3/1/02

Claim # _____

Check \$ 40,970.32

Vendor No. _____

Vendor Name JIM BOWMAN CONSTRUCTION COMPANY L.P.

Address 10209 PLANO ROAD, SUITE 101

Address DALLAS, TEXAS 75238

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
MORRIS STREETScape	11	619	58150	15500		19,974.42
MORRIS AVE. PALING	46	000	58210	85301		15,034.75
DRIVEWAY @ BELT LINE	41	000	58210	62301		5,961.15

TOTAL 40,970.32

EXPLANATION FINAL PAYMENT REQUEST APPROVED BY
COUNCIL ON FEB. 26, 2002, FOR MORRIS AVE.
EXTENSION AND DRIVEWAY IMPROVEMENTS
AT BELT LINE RD & MIDWAY RD.

Steve Chutkan
 Authorized Signature

 Finance

JIM BOWMAN CONSTRUCTION COMPANY, L.P.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

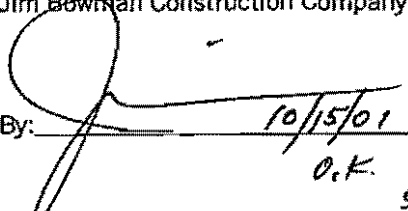
Project Name: #556 - Driveway @ Beltline Rd. & Midway
 Type of Work: Driveway Paving Improvements
 Estimate Period: August 2, 2001 to August 17, 2001

Estimate No. 2 & Final
 Contract Date June 26, 2001
 Contract Amt. \$33,339.50

Payable To: Jim Bowman Construction Co., L.P.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
1	Remove Conc. Pvmt. including Curb	SY	340	340.00	42.00	\$14,280.00
2	Remove Conc. Sidewalk	SF	165	165.00	1.00	\$165.00
3	8" RC Pavement	SY	325	332.10	43.00	\$14,280.30
4	6" Monolithic Curb	LF	155	156.40	2.50	\$391.00
5	6" Compacted Subgrade, including Excavation	SY	340	340.00	3.00	\$1,020.00
6	4" RC Sidewalk	SF	56	36.60	4.00	\$146.40
7	BFR	SF	98	132.20	6.00	\$793.20
8	4" Wide White Stripe	LF	50	50.00	8.00	\$400.00
9	Remove Existing Retaining Wall	LF	60	60.00	15.00	\$900.00
10	Reconstruct Retaining Wall	LF	35	31.00	40.00	\$1,240.00

Approved
 Jim Bowman Construction Company, L.P.

By:  10/15/01
 O.K. to pay
 SZC
 5/18/02

Total Amount Of Work Done	\$33,615.90
Less Retainage 0%	\$0.00
Other	
Amount Payable on Contract	\$33,615.90
Less Previous Payments	\$27,654.75
Amount Due This Estimate	\$5,961.15

DATE SUBMITTED: February 18, 2002
FOR COUNCIL MEETING: February 26, 2002

Council Agenda Item

SUMMARY:

This item is for the final payment and acceptance of construction performed by Jim Bowman Construction Company, L.P., for Driveway Paving Improvements at Belt Line Road and Midway Road.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Construction Cost: \$33,615.90

Source of Funds: Funds are available from the Belt Line/Midway/Quorum Intersection Improvements, Project No. 62301.

BACKGROUND:

The Driveway Paving Improvements at Belt Line Road and Midway Road project corrected a mis-aligned drive approach along Midway Road and provided enhanced ingress and egress of vehicle traffic to the adjacent commercial shopping center. A contract was awarded to Jim Bowman Construction Company, L.P. for construction of this project. The original contract price for these improvements was \$33,339.50. Due to necessary adjustments in project bid quantities and on-site field modifications to the project, the total project cost was increased by \$276.40. This resulted in a final contract cost of \$33,615.90.

The contractor recently completed submitted of his Affidavit of Bills Paid, Consent Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment to Jim Bowman Construction Company, L.P., in the amount of \$5,961.15, and accept construction of the Driveway Paving Improvements at Belt Line Road and Midway Road.

JIM BOWMAN CONSTRUCTION COMPANY, L.P.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #556 - Driveway @ Beltline Rd. & Midway
 Type of Work: Driveway Paving Improvements
 Estimate Period: August 2, 2001 to August 17, 2001

Estimate No. 2 & Final
 Contract Date June 26, 2001
 Contract Amt. \$33,339.50

Payable To: Jim Bowman Construction Co., L.P.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
1	Remove Conc. Pvmt. including Curb	SY	340	340.00	42.00	\$14,280.00
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9	Remove Existing Retaining Wall	LF	60	60.00	15.00	\$900.00
10	Reconstruct Retaining Wall	LF	35	31.00	40.00	\$1,240.00

Approved
 Jim Bowman Construction Company, L.P.

By:  10/15/01

*o.k. to
 PAY
 S2C
 2/18/02*

Total Amount Of Work Done	\$33,615.90
Less Retainage 0%	\$0.00
Other	
Amount Payable on Contract	\$33,615.90
Less Previous Payments	\$27,654.75
Amount Due This Estimate	\$5,961.15

#556 - BFR/MIDWINT
 FROM MEASURE UP

10/11/01
 JB
 VM

8" PUMT

6" Wt. Curb

4" SW

BFR

Rot. Wall

- (1/2)(17°)(28)
- (28°)(14°)
- (1/2)(98)(41)
- (14°)(113)
- (28°)(158)
- (36°)(94)
- (19°)(123)
- (85°)(30)
- (1/2)(232)(68)
- (30°)(208)
- (34)(29)
- 1.25 EXT.
- (41°)(142)
- 7° x 29
- 3-5° EXT.
- 3-2° EXT.
- 52° x 17
- 7° x 27°

47³
 45⁷
 60³
 3¹

156 ⁴/₂ BFR
 16 BFR VM DAWLES

2° x 1°
 4° x 7°

36 ⁵⁶/₄
 36° DAWLES

8° x 5°
 6° x 7°
 6° x 7°

132 ²²/₄
 121° DAWLES

31°
 31° W

344-54
 VM'S
 DAWLES

2988 ⁸⁸/₄
 332 ¹⁰/₃₄

#2C-1

Passed

Council Agenda Item #2C

SUMMARY:

This item is for the final payment and acceptance of construction performed by Jim Bowman Construction Company, L.P., for Driveway Paving Improvements at Belt Line Road and Midway Road.

FINANCIAL IMPACT:

Budgeted Amount: N/A

Construction Cost: \$33,615.90

Source of Funds: Funds are available from the Belt Line/Midway/Quorum Intersection Improvements, Project No. 62301.

BACKGROUND:

The Driveway Paving Improvements at Belt Line Road and Midway Road project corrected a mis-aligned drive approach along Midway Road and provided enhanced ingress and egress of vehicle traffic to the adjacent commercial shopping center. A contract was awarded to Jim Bowman Construction Company, L.P. for construction of this project. The original contract price for these improvements was \$33,339.50. Due to necessary adjustments in project bid quantities and on-site field modifications to the project, the total project cost was increased by \$276.40. This resulted in a final contract cost of \$33,615.90.

The contractor recently completed submitted of his Affidavit of Bills Paid, Consent Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment to Jim Bowman Construction Company, L.P., in the amount of \$5,961.15, and accept construction of the Driveway Paving Improvements at Belt Line Road and Midway Road.

CONSENT

DATE SUBMITTED: February 15, 2002
FOR COUNCIL MEETING: February 26, 2002

Council Agenda Item

SUMMARY:

This item is for the final payment and acceptance of construction performed by Jim Bowman Construction Company, L.P., for Driveway Paving Improvements at Belt Line Road and Midway Road.

FINANCIAL IMPACT:

Budgeted Amount:

Not Budgeted

N/A

Construction Cost:

\$33,615.90

Source of Funds:

Funds are available from the Belt Line/Midway/Quorum Intersection Improvements, Project No. 62301.

BACKGROUND:

The Driveway Paving Improvements at Belt Line Road and Midway Road project corrected a mis-aligned drive approach along Midway Road and provided enhanced ingress and egress of vehicle traffic to the adjacent commercial shopping center. A contract was awarded to Jim Bowman Construction Company, L.P. for construction of this project. The original contract price for these improvements was \$33,339.50. Due to necessary adjustments in project bid quantities and on-site field modifications to the project, the total project cost was increased by \$276.40. This resulted in a final contract cost of \$33,615.90.

The contractor recently completed submitted of his Affidavit of Bills Paid, Consent Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment to Jim Bowman Construction Company, L.P., in the amount of \$5,961.15, and accept construction of the Driveway Paving Improvements at Belt Line Road and Midway Road.

DATE SUBMITTED: February 15, 2002
FOR COUNCIL MEETING: February 26, 2002

Council Agenda Item

SUMMARY:

This item is for the final payment and acceptance of construction performed by Jim Bowman Construction Company, L.P., for Driveway Paving Improvements at Belt Line Road and Midway Road.

FINANCIAL IMPACT:

Budgeted Amount:	Not Budgeted
Construction Cost:	\$33,615.90
Source of Funds:	Funds are available from the Belt Line/Midway/Quorum Intersection Improvements, Project No. 62301.

BACKGROUND:

The Driveway Paving Improvements at Belt Line Road and Midway Road project corrected a mis-aligned drive approach along Midway Road and provided enhanced ingress and egress of vehicle traffic to the adjacent commercial shopping center. A contract was awarded to Jim Bowman Construction Company, L.P. for construction of this project. The original contract price for these improvements was \$33,339.50. Due to necessary adjustments in project bid quantities and on-site field modifications to the project, the total project cost was increased by \$276.40. This resulted in a final contract cost of \$33,615.90.

The contractor recently completed submitted of his Affidavit of Bills Paid, Consent Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment to Jim Bowman Construction Company, L.P., in the amount of \$5,961.15, and accept construction of the Driveway Paving Improvements at Belt Line Road and Midway Road.

Council Agenda Item:

SUMMARY:

Award of Contract to Jim Bowman Construction for the construction of Driveway Paving Improvements at Beltline and Midway

FINANCIAL IMPACT:

Budgeted Amount: Not Budgeted
Cost: \$33,339.50
Budget Impact: Funds are available for this project in the Belt Line/Midway/Quorum Intersection Improvements, Project No. 62301.

BACKGROUND:

The proposed project will correct an existing mis-aligned drive approach, located at the northwest corner of the intersection, and north of the Exxon service station. The drive approach is also located in line with a row of parking stalls at an adjacent commercial site. This project will relocate the driveway in order to create optimum turning capabilities and remove conflicts with the existing parking alignment. In addition, a portion of the adjacent parking lot will be removed and replaced on grade to address drainage and slope requirements.

Attached is a bid tabulation from the Public Works Department for the proposed improvements. Jim Bowman Construction submitted the lowest responsive bid, in the amount of \$33,339.50. The engineering estimate for this project was \$35,500. Construction of these improvements is scheduled for completion within forty-five (45) calendar days. The contractor has successfully completed construction of related improvements in other municipalities in the area, and was recently awarded a contract for the construction of the Morris Rd. Extension project.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with Jim Bowman Construction, for the Driveway Paving Improvements at Beltline and Midway, in the amount of \$33,339.50.

JIM- 6/7/01
FOR YOUR REVIEW
& COMMENTS. THIS
ITEM IS SCHEDULED
FOR PLACEMENT ON
THE JUNE 26th,
COUNCIL AGENDA.
Steve C.

Council Agenda Item:

SUMMARY:

Award of Contract to Jim Bowman Construction, in the amount of \$33,339.50, for the construction of Driveway Paving Improvements at Beltline and Midway

FINANCIAL IMPACT:

Budgeted Amount: Not Budgeted
~~Cost:~~ \$ 33,339.50
Budget Impact: ~~---~~

(just north of the
Exxon station
that) This project is to correct
a MIS-aligned

BACKGROUND:

Attached is a bid tabulation from the Public Works Department for the proposed Driveway Paving Improvements at Beltline Road and Midway Road. An existing drive approach, located at the northwest corner of the intersection, is located in line with a row of parking stalls at an adjacent commercial site. This project will relocate the driveway in order to create optimum turning capabilities and remove conflicts with the existing parking alignment. In addition, a portion of the adjacent parking lot will be removed and replaced on grade to address drainage and slope requirements.

~~Funding for this project was originally established in the Five Year Capital Project Bond Program, and as part of the Belt Line/Midway-Belt Line/Quorum Intersection Improvements.~~

Jim Bowman Construction submitted the lowest responsive bid, in the amount of \$33,339.50. The engineering estimate for this project was \$35,500. Construction of these improvements is scheduled for completion within forty-five (45) calendar days. The contractor has successfully completed construction of related improvements in other municipalities in the area, and was recently awarded a contract for the construction of the Morris Rd. Extension project.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with Jim Bowman Construction, for the Driveway Paving Improvements at Beltline and Midway project, in the amount of \$33,339.50.

Funds are available for this project in the Belt Line/Midway/Quorum Intersection Improvements Project No. 62301

MORLIN SU

Off: 972-931-6199

Fax: 972-931-6190

16601 Addison Rd.

Suite # 107

Addison, TX 75001

**JIM BOWMAN
CONSTRUCTION CO., INC.**
10209 Plano Rd., Suite 101
DALLAS, TEXAS 75238

LETTER OF TRANSMITTAL

(214) 349-2884

TO TOWN OF ADDISON

DATE	<u>Oct. 15, 2001</u>	JOB NO.	<u>556</u>
ATTENTION	<u>MR. DAVE WILDE</u>		
RE:	<u>DRIVEWAY @ BLR / MIDWAY</u>		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

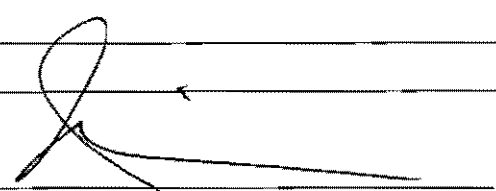
COPIES	DATE	NO.	DESCRIPTION
<u>2</u>	<u>10/15/01</u>		<u>ESTIMATE No. 2 & Final</u>

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: 

LETTER OF TRANSMITTAL

(214) 349-2884

TO TOWN OF ADDISON

DATE	<u>Oct. 16, 2001</u>	JOB NO.	<u>556</u>
ATTENTION	<u>MR. DAVE WILDE</u>		
RE:	<u>DRIVEWAY @ BLR / MIDWAY</u>		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

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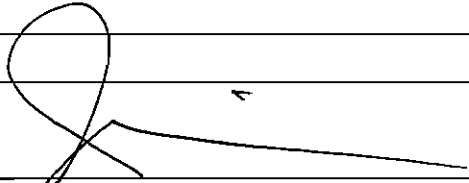
COPIES	DATE	NO.	DESCRIPTION
<u>1</u>	<u>10/16/01</u>		<u>CONSENT OF SURETY TO FINAL PYMT.</u>

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: 

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Driveway Paving Improvements at Beltline & Midway
(name, address)

TO (Owner)

Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Driveway Paving Improvements

CONTRACT DATE: 6-26-01

CONTRACTOR:

Jim Bowman Construction Company, L.P.
10209 Plano Rd., Suite 101
Dallas, Texas 75238

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

First National Insurance company of America
1600 N. Collins Blvd. , SURETY COMPANY,
Richardson, Texas 75083

on bond of (here insert name and address of Contractor)

Jim Bowman Construction, L.P.
10209 Plano Rd., Suite 101 , CONTRACTOR,
Dallas, Texas 75238

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Addison, Texas
P.O. Box 9010 , OWNER,
Addison, Texas 75001

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 16th day of October 19 2001.

First National Insurance Company of America
Surety Company

Signature of Authorized Representative

Attest:

(Seal):

Tammi Entriken, Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



POWER OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4333 BROOKLYN AVE NE
SEATTLE, WASHINGTON 98105

4333 Brooklyn Avenue N.E.
Seattle, WA 98105

No. 10543

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
.....RAYMON R. DYER; PERRY MAX; TAMIMI ENTRIKEN; Garland, Texas.....

is true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of March, 1999

R.A. Pierson
R.A. PIERSON, SECRETARY

W. Randall Stoddard
W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for the purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of October, 2001



R.A. Pierson
R.A. PIERSON, SECRETARY

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 9/12/01 Claim # _____ Check \$ 1,633.43

Vendor No: _____
 Vendor Name BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 Address 7502 GREENVILLE AVE., # 220
 Address DALLAS, TEXAS 75231
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND (00)	DEPT (000)	OBJ (00000)	PROJ (00000)	SAC (000)	AMOUNT (\$000,000.00)
2001102 A	01	411	56570			724.30
2000190 A	41	000	56570	62301		909.13

TOTAL 1,633.43

EXPLANATION ENGINEERING RELATED TO DRIVEWAY
IMPROVEMENTS ON MIDWAY RD., EASEMENT
PARK DRAINAGE

Steve Chutehain
 Authorized Signature

Finance

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Avenue, #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: August 31, 2001

Statement No. 2000190A (568)

Services through July 31, 2001, in
connection with driveway improvements
off Midway Road, just north of Beltline Road

Time of Personnel:

Engineer	4.5 Hrs.	\$ 669.12
Drafting	.5 Hr.	10.35
Word Processor	3.0 Hrs.	<u>180.85</u>

\$ 860.32

Expense: Delivery	\$ 24.73
Automobile	8.73
Printing	<u>15.35</u>

48.81

\$ 909.13

*O.K. to
PAY
S2C
9/12/01*

Previous Billings	\$ 9,318.89
Current Billing	<u>909.13</u>
Total	\$10,228.02

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 8/02/01 Claim # _____ Check \$ 27,654.75

Vendor No. _____
 Vendor Name JIM BOLMAN CONSTRUCTION CO., L.P.
 Address 10209 PLANO RD., SUITE 101
 Address DALLAS, TEXAS 75238
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
ESTIMATE #1	41	000	58210	62301		27,654.75

TOTAL 27,654.75

EXPLANATION PAYMENT INVOICE NO. 1 FOR DRIVEWAY
PAVING IMPROVEMENTS AT BELT LINE & MIDWAY

Steve Chisholm
 Authorized Signature

Finance

JIM BOWMAN CONSTRUCTION COMPANY, L.P.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #556 - Driveway @ Beltline Rd. & Midway
 Type of Work: Driveway Paving Improvements
 Estimate Period: July 24, 2001 to August 1, 2001

Estimate No. 1
 Contract Date June 26, 2001
 Contract Amt. \$33,339.50

Payable To: Jim Bowman Construction Co., L.P.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
1	Remove Conc. Pvmnt. including Curb	SY	340	340.00	42.00	\$14,280.00
2	Remove Conc. Sidewalk	SF	165	165.00	1.00	\$165.00
3	8" RC Pavement	SY	325	325.00	43.00	\$13,975.00
4	6" Monolithic Curb	LF	155	155.00	2.50	\$387.50
5	6" Compacted Subgrade, including Excavation	SY	340	340.00	3.00	\$1,020.00
6	4" RC Sidewalk	SF	56		4.00	
7	BFR	SF	98		6.00	
8	4" Wide White Stripe	LF	50		8.00	
9	Remove Existing Retaining Wall	LF	60	60.00	15.00	\$900.00
10	Reconstruct Retaining Wall	LF	35		40.00	

Approved
 Jim Bowman Construction Company, L.P.

By: _____ 8/1/01

JBW 8/2/01

Total Amount Of Work Done	\$30,727.50
Less Retainage 10%	\$3,072.75
Other	
Amount Payable on Contract	\$27,654.75
Less Previous Payments	\$0.00
Amount Due This Estimate	\$27,654.75

*O.K. to
 PAY
 SZC
 8/02/01*



July 27, 2001

Jim Bowman Construction Company
10209 Plano Road, Suite 101
Dallas, TX 75238

Attn: Mr. Jim Bowman

RE: 556 Midway and Beltline
Addison

8275

The attached concrete mix design utilizing the appropriate ASTM C-33 or ASTM C-330 aggregate is proposed for use on the above referenced project for ready-mixed concrete to be furnished by TXI.

To ensure that the correct mix is delivered to your project, please order by the mix design number which appears in the upper left hand corner of the mix design.


TXI certifies that the above mix design, when ordered by specified design identity, and delivered by TXI, will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI 318 Building Code.

TXI would like to be included on your mailing list to receive all test reports. ASTM C 94 entitles a manufacturer to receive copies of all test reports when strength of concrete is used as a basis for acceptance.

Contact us if you have any questions or require any additional information. Please notify TXI of approval of the proposed mix design prior to its use. Failure to notify us prior to first placement shall constitute acceptance. To ensure that the proper mix design is ordered, please send a copy of this letter, after approval, to the above referenced project to be used by the person ordering the concrete for this job.

Sincerely,

TXI Operations, LP



Victor H. Villarreal
Manager - Q.A./Q.C.

556 Midway and Beltline
Addison

Mix #: 8275
Description: 6.50SK ADMIX/AEA 1"CS
Strength: 4000 psi @ 28 Days

PAVING

Maximum Size Coarse Aggregate: 1" - #4 CRUSHED STONE
Maximum Water/Cement Ratio: 0.422 lbs/lb
Cement/Cementitious Content: 611 lbs (per cubic yard)
Maximum Placement Slump: 5.00 inches
Air Entraining Agent: ASTM C-260
Admixture: ASTM C-494 Type A or D

MATERIAL QUANTITIES PER 1.0 CUBIC YARD AT S.S.D

611 lbs. ASTM C 150 TYPE I CEMENT
1840 lbs. 1" - #4 CRUSHED STONE
1233 lbs. CONCRETE SAND
258 lbs. or 31.0 Gallons of Water
2.0 to 4.0 oz/cwt of ASTM C-494 Type A
Specified Air Content: 3.0% - 6.0%
Placement Slump: 4.00 + or - 1.00 inches

PUMPING NOTES:

1. 5" minimum diameter lines with no reduction to smaller lines.
2. Keep rubber hose to absolute minimum length and plan pipe with as few 90 degree angles as possible.
3. Samples for slump and strength tests should be taken @ discharge end of hose for strength guarantee to be valid.
4. To prime pump lines, a minimum of 8.0 sack grout should be used for lubrication. In the case of strength concrete, equivalent strength grout should be used if the grout remains in the placement.
5. Pump mixes are based on minimum cement content pumped at ground level. As pump line increases in length or height and/or layout configuration changes, mix design modifications may be required to assure strength and pumpability at additional cost to the contractor.
6. TXI cannot control, and is therefore not responsible for excessive loss of entrained air content when loss occurs as a result of boom configuration or free fall discharge from hose. To ensure minimum air loss when pumping, maintain a continuous flow of concrete through the entire length of pipe and do not subject concrete to free fall.
7. The term "pumpable concrete" refers to concrete which is capable of being transported through an apparatus which forces concrete to the placing position through a pipeline or hose as long as the recommendations indicated above are followed. The term "pumpable concrete" does not relate to concrete proportioned in a particular manner or containing a specific type of product.

Strength of lightweight mix designs valid provided strength specimens are air cured in accordance with ASTM Test Method C 567-01, as referenced in section 8.1 of ASTM Specification C 330.

Unless otherwise indicated, when the concrete temperature at point of placement exceeds 90 degrees Fahrenheit, TXI will guarantee the strength performance of the mix design(s) herein submitted up to a maximum placement temperature of 100 degrees Fahrenheit using an ASTM C 494 Type D retarding water-reducer, as long as the concrete is placed within 75 minutes from batch time. Unless otherwise indicated, strength of plain concrete guaranteed up to a maximum placement temperature of 85 degrees Fahrenheit.

We are enclosing all available back up data for the referenced mix design(s). If the strength information is not available, or is insufficient, confirmation tests may have to be conducted by your laboratory.

TEXAS INDUSTRIES
CONCRETE DESIGN EVALUATION

Date: 07/27/01

** Statistics Compiled From Independent Laboratory Test Specimens **

Mix Number: 8275

Strength: 4000 psi @ 28 Days

28 Day Test Data

Test Number	Date	Pile Number	Temperature (Fahrenheit)		Displacement (in)	Percent of Allow	28 Day			Cumulative Average	MOVING Avg of 7	Range
			Ambient	Concrete			PSI 1	PSI 2	PSI AVG			
1	05/17/00	41	43	62	6.50	4.69	5310	5650	5430	5430	230	
2	05/17/00	41	40	62	6.50	4.74	5310	5180	5245	5338	140	
3	05/18/00	31	52	61	3.50	4.30	5590	5450	5515	5397	130	
4	07/10/00	41	54	65	5.00	4.05	5450	5390	5425	5405	70	
5	07/18/00	31	51	62	3.25	4.64	5010	5110	5075	5138	70	
6	08/02/00	43	57	89	3.00	4.73	5820	5890	5850	5423	60	
7	08/02/00	43	54	92	3.50	4.01	5610	5730	5670	5454	120	
8	08/05/00			84	6.00	3.68	5860	5910	5885	5512	50	
9	08/16/00	31	53	86	4.50	N/A	6220	6170	6205	5339	130	
10	08/02/00	17	59	95	6.50	3.73	6070	5990	6030	5642	80	
11	08/01/00	18	60	89	4.75	3.94	6260	6280	6270	5699	20	
12	08/08/00	18	60	90	5.50	4.24	6120	6380	6250	5745	260	
13	08/08/00	18	64	89	5.00	4.24	5990	6040	6015	5765	60	
14	08/16/00	18	56	93	7.50	3.54	5150	5250	5145	5721	30	
15	08/16/00	18	66	90	7.25	4.51	5020	5660	5740	5422	160	
16	08/16/00	18	67	92	7.00	3.64	6370	5970	6170	5750	100	
17	09/26/00		51	70	4.50	3.04	5230	5310	5270	5722	80	
18	09/26/00		49	66	4.00	4.54	5910	5870	5890	5730	80	
19	09/27/00	22	62	85	6.00	4.94	5730	5970	5850	5737	240	
20	10/04/00	32	65	88	6.00	4.54	5730	5890	5810	5740	160	
21	10/06/00	37	64	80	4.00	4.04	7923	7830	7875	5842	90	
22	10/06/00	12	60	60	5.00	3.44	6420	6070	6245	5060	310	
23	10/09/00	18	44	92	5.50	3.34	5760	5920	5840	5859	160	
24	10/09/00	18	43	90	5.50	4.74	5860	5630	5745	5845	270	
25	10/11/00	10	63	88	5.00	4.74	5510	5560	5545	5842	30	
26	10/12/00	18	63	80	6.00	3.14	4570	4460	4515	5791	110	
27	10/12/00	19	65	70	7.00	3.04	4660	5260	4970	5761	300	
28	11/20/00			62	2.75	3.64	6780	6160	6470	5774	60	
29	11/12/01			50	5.50	7.64	5350	5320	5285	5757	130	
30	12/09/01		70	75	3.00	3.04	6820	6450	6635	5786	370	
*** Averages ***			70	76	6.20	4.64						

COMMENTARY OF STATISTICAL EVALUATION OF CONCRETE DESIGN RESULTS

Mix Num: 8275

Strength: 4000 psi @ 28 Days

Paragraph 5.5 of ACI 318-99 provides that as data becomes available during construction, the amount by which (F'_{cr}) must exceed the specified value of (F'_c) may be reduced, provided:

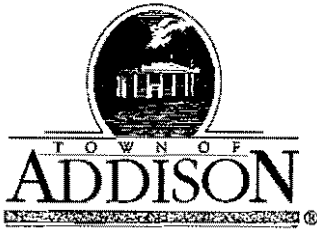
- (a) 30 or more test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.1, or
- (b) 15 to 29 test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.2.

The required average compressive strength has been calculated using a standard deviation calculated in accordance with ACI 318-89 Section 5.3.1.1 or Section 5.3.1.2 and is the larger value of these calculations:

$$\begin{aligned}
 F'_{cr} &= F'_c + 1.34(SD) \\
 &= 4000 + 1.34(611) \\
 &= 4819 \\
 F'_{cr} &= F'_c + 2.33(SD) - 500 \\
 &= 4000 + 2.33(611) - 500 \\
 &= 4923
 \end{aligned}$$

SUMMARY OF STATISTICAL ANALYSIS
28 Day Test Data

Number of Tests.....	30	
Maximum Value.....	7875	psi
Minimum Value.....	4515	psi
Range.....	3360	psi
Average Strength.....	5786	psi
Standard Deviation.....	611	psi
Required Average Strength to satisfy minimum probability conditions of ACI 318-99 Section 5.3.2.1.....	4923	psi
Design excess beyond code requirements...	863	psi



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

July 25, 2001

Mr. L. James Bowman, Jr., P.E.
Jim Bowman Construction Company, L. P.
10209 Plano Rd., Suite 101
Dallas, Texas 75238

Re: NOTICE TO PROCEED

Driveway Paving Improvements at Belt Line Rd and Midway
BID NO. 01-28

Dear Mr. Bowman:

Receipt of this document shall serve as your Notice to Proceed for the above referenced project, effective July 25, 2001 . According to the terms and conditions of the contract, the proposed improvements shall be completed within forty-five (45) calendar days from the start of construction, with the original contract price of \$33,339.50. Please include the Project name and Bid No. 01-28 on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-2860.

Sincerely,

Luke Jalbert
Project Manager

Cc: Chris Terry, Assistant City Manager
Mike Murphy, Director of Public Works
Jim Pierce, Assistant Director of Public Works
Bryan Langley, Assistant Director of Finance
Steve Chutchian, Assistant City Engineer

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

Date: July 13, 2001

Time: 3:00 pm

Client: Town of Addison

Type of Meeting: Preconstruction Conf

Project: Driveway Paving Improvements at Beltline and Midway

ATTENDANCE SHEET

	<u>Name</u>	<u>Representing</u>	<u>Phone Number</u>	<u>Fax Number</u>
1.	<u>John Birkhoff</u>	<u>Shimek, Jacobs & Finklea, L.L.P.</u>	<u>(214) 361-7900</u>	<u>(214) 361-0204</u>
2.	<u>Luke Jalbert</u>	<u>Town of Addison</u>	<u>(972)-450-2866</u>	<u>(972)-450-2834</u>
3.	<u>JIM BOWMAN</u>	<u>JIM BOWMAN CONST. Co., L.P.</u>	<u>(214) 349-2884</u>	<u>(214) 349-2887</u>
4.	<u>JIM PIERCE</u>	<u>Addison</u>	<u>972-450-2879</u>	<u>" " 2837</u>
5.	<u>DAVE WILDE</u>	<u>To Addison</u>	<u>972-450-2847</u>	<u>-2837</u>
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Addison!

BID NUMBER 01-12

SPECIFICATIONS, CONTRACT DOCUMENTS AND PLANS
FOR THE CONSTRUCTION OF

**PAVING AND DRAINAGE IMPROVEMENTS
BROADWAY STREET
ADDISON ROAD TO JULIAN STREET**

**PRELIMINARY
FOR INTERIM REVIEW**

NOT FOR CONSTRUCTION PURPOSES
NOT FOR BIDDING PURPOSES
NOT FOR PERMIT PURPOSES

PREPARED BY

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
DALLAS, TEXAS

DECEMBER, 2000

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

**PAVING AND DRAINAGE IMPROVEMENTS
BROADWAY STREET
ADDISON ROAD TO JULIAN STREET**

FOR

TOWN OF ADDISON, TEXAS

Prepared for:

**Town of Addison
P. O. Box 9010
Addison, Texas 75001**

Prepared by:

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

December, 2000

TABLE OF CONTENTS

Section AB	Advertisement for Bids
Section IB	Instructions to Bidders
Section PF	Proposal Form
Section CA	Contract Agreement
Section PrB	Performance Bond
Section PyB	Payment Bond
Section MB	Maintenance Bond
Section BP	Contractor's Affidavit of Bills Paid
Section GP	General Provisions Standard Specifications for Public Works Construction, North Central Texas (separate document not furnished)
Section SP	Special Provisions

THESE DOCUMENTS ARE FOR BIDDING,
CONSTRUCTION AND PERMIT PURPOSES.

Date: _____

SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for **Paving and Drainage Improvements to Broadway Street - Addison Road To Julian Street**, in the Town of Addison, Texas, hereinafter called "City" in accordance with specifications and contract documents prepared by Shimek, Jacobs & Finklea, L.L.P. will be received at the office of Tammy Rives, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m.** on _____, 2000. 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 **MARSH LANE WATER LINE AND BROOKHAVEN CLUB SANITARY SEWER LINE**, Bid No. _____.
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from Tammy Rives, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas. No fee or deposit for documents.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding or to secure bid documents, call Tammy Rives (972) 450-7091. For information on the work to be performed, call Steve Chutchian, P.E., Assistant City Engineer, Town of Addison (972) 450-2871 or John Birkhoff, Shimek, Jacobs & Finklea, L.L.P. (214) 361-7900.
9. The project consists of furnishing and installing perimeter fencing in accordance with the specifications.
10. Estimated quantities for major items include the following:

<u>Description</u>	<u>Quantity</u>
8" Reinforced Concrete Pavement	2,160 S.Y.
Slotted Drain Pipe	342 L.F.
Sidewalk	700 S.F.
11. No Pre-Bid Conference will be held.

TOWN OF ADDISON, TEXAS

SECTION IB
INSTRUCTIONS TO BIDDERS



SECTION IB

INSTRUCTIONS TO BIDDERS

- A. PROJECT: Paving and Drainage Improvements to Broadway Street - Addison Road To Julian Street in the Town of Addison.
- B. PROJECT DESCRIPTION: This project consists of furnishing and installing 2,160 square yards of 8-inch reinforced concrete pavement, 342 linear feet of 21-inch slotted drain line, and 700 square feet of sidewalk in accordance with the specifications.
- C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed of the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than four (4) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Request for substitutions must be received by the Consultant seven (7) calendar days prior to the established bid date.
- H. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be mailed, faxed or made available for pickup to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by U. S. Mail, facsimile, or available for pickup to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda has been acknowledged.

- I. **COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expenses, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. When bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- K. **SUBMITTAL OF BIDS:** Sealed proposal will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.
- L. **MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. **DISQUALIFICATION OF BIDDERS:** Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
- 1) Reason for believing collusion exists among the bidders.
 - 2) Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
 - 3) The Bidder or his surety being currently in any litigation against the Owner, or where such litigation is contemplated or imminent, in the sole opinion of Owner.
 - 4) The bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 5) Lack of competency, responsibility or financial capability as revealed by the bid questionnaires, financial statement, etc.
 - 6) Uncompleted work which in the judgement of the Owner shall prevent or hinder the prompt completion of additional work if awarded.
 - 7) Failure of bidder to use Owner's form of bid bond in submitting his bid, or submission of a cashier's check drawn on a state or national bank not located in the Owner's jurisdiction area.
 - 8) Unbalanced value of any bid items.

N. SUBMISSION OF POST-BID INFORMATION: Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:

- 1) A designation of the portions of the Work proposed to be performed by the bidder with his own force.
- 2) A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant.
- 3) The bidder will be required to establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of themselves and proposed Subcontractors and suppliers to furnish and perform the Work. Bidder to provide experience record, including contact references (names and telephone) and dollar size of project.

O. AWARD: The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and formalities.

P. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

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

In no instance shall the number of calendar days for completion of the work measured from the proposed date of beginning exceed Seventy (70) calendar days.

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

\$1,000.00 per Calendar Day

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

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

- T. BONDS: A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond each in the amount of 100% of the contract will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.
- U. BID SECURITY: Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- V. RESOLUTIONS: If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. CONSTRUCTION STAKING: Benchmarks and horizontal control are shown on the plans. The Town of Addison will conduct Quality Control Surveys as they determine necessary.
- X. FINAL PAYMENT: The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
- 1) A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2) A Consent of Surety Company to Final Payment.
 - 3) A complete set of Record Drawings which indicate all construction variations from the original construction documents.
 - 4) A one (1) year Maintenance Bond in the amount of one hundred percent (100%) of the contract in accordance with Section MB.

END OF SECTION IB

[REDACTED]

**SECTION PF
PROPOSAL FORM**

BID FORM

_____, 2000

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

Gentlemen:

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

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

TOWN OF ADDISON, TEXAS
Paving and Drainage Improvements
Broadway Street - Addison Road to Julian Street

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	520	C.Y.	Unclassified Excavation complete in place, the sum of _____ _____ Dollars and _____ Cents per Cubic Yard		
2	2,160	S.Y.	For Furnishing and Installing 8-Inch Reinforced Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
3	605	L.F.	For Furnishing and Installing 6-Inch Monolithic Curb complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
4	118	L.F.	For Furnishing and Installing Undercut Street Header complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
5	150	S.Y.	For Furnishing and Installing 3-Inch HMAC, Type "D" complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	94	L.F.	For Furnishing and Installing 6-Inch Rolled HMA Curb complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
7	165	S.Y.	For Furnishing and Installing 10-Inch Crush Stone Base, Type A, Grade 2 complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
8	2,190	S.Y.	For Furnishing and Installing 6-Inch Compacted Subgrade complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
9	546	S.F.	For Furnishing and Installing 4-Inch Reinforced Concrete Sidewalk complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
10	127	S.F.	For Furnishing and Installing Reinforced Concrete Barrier Free Ramp complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
11	35	L.F.	For Furnishing and Installing Guard Rail complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
12	100	S.F.	For Furnishing and Installing Sidewalk with Brick Pavers complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
13	608	S.F.	Remove and Replace Exposed Aggregate Sidewalk Bordered with Brick Pavers complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
14	22	L.F.	For Removing Existing 24-Inch RCP complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
15	46	L.F.	For Removing Existing 8-Inch PVC complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
16	34	L.F.	For Removing Existing 12-Inch PVC complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
17	10	L.F.	For Removing and Replacing Existing Chain Link Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
18	21	L.F.	For Furnishing and Installing 21-Inch Slotted Drain Pipe without Slots complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
19	342	L.F.	For Furnishing and Installing 21-Inch Slotted Drain Pipe with Slots complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
20	44	Ea.	For Furnishing and Installing 27-Inch RCP complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
21	42	L.F.	For Furnishing and Installing 21-Inch RCP complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
22	2	C.Y.	For Furnishing and Installing Sloped Concrete Headwall for 21-Inch RCP complete in place, the sum of _____ _____ Dollars and _____ Cents per Cubic Yard		
23	4	Ea.	For Connecting to Existing 48-Inch RCP complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
24	1	Ea.	For Furnishing and Installing 3-Foot by 3-Foot Drop Inlet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
25	12	Ea.	For Furnishing and Installing 4-Inch Bollard complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
26	18	L.F.	For Furnishing and Installing 8-Inch PVC Water Line complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
27	3	L.F.	For Furnishing and Installing 2-Inch PVC Water Line complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
28	1	Ea.	For Connecting to Existing 2-Inch Water Line complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
29	1	Ea.	For Connecting to Existing 8-Inch Water Line complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
30	670	L.F.	For Furnishing and Installing Fire Lane Stripe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
31	1,145	L.F.	For Furnishing and Installing 4-Inch Wide White Stripe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
32	4	Ea.	For Furnishing and Installing Handicap Symbol complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
33	2	Ea.	For Furnishing and Installing Handicap Ramp complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
34	42	Ea.	For Furnishing and Installing Wheel Stop complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
35	1	L.S.	For Providing Trench Safety System Design complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
36	100	L.F.	For Furnishing and Installing Trench Safety System complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
37	4	Ea.	Relocating Water Meter with New Meter Box complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
38	700	S.Y.	For Constructing, Maintaining, Removal and Restoration of Temporary Parking Lot, including Four Direction Signs (Blue Background, White Letters, 6" Tall) complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
TOTAL AMOUNT BID (Items 1 Through 38)					

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

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

Name of Person Signing Bid

Signature of Person Signing Bid

Address

Telephone No.

Fax No.

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

An Individual

By _____
(Individual's Name)

(Seal)

doing business as _____

Business address: _____

Phone No. _____

A Partnership

By _____

(Firm Name)

(Seal)

(General Partner)

doing business as

Business address: _____

Phone No.

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

SECTION CA
CONTRACT AGREEMENT

Gold

AGREEMENT

STATE OF _____

COUNTY OF _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its 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:

Paving and Drainage Improvements to Broadway Street - Addison Road To Julian Street

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, to complete the work within **Seventy (70)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

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

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

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Ron Whitehead, City Manager

By: _____
Carmen Moran, City Secretary

(CONTRACTOR)

ATTEST:

By: _____

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 _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

SECTION PrB
PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2001 to

Paving and Drainage Improvements to Broadway Street - Addison Road To Julian Street

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the work in accordance with the plans, specifications and contract
documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 2001.

(Principal)
By: _____

(Surety)
By: _____
(Attorney-in-Fact)

SECTION PYB
PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 2001 to

Paving and Drainage Improvements to Broadway Street - Addison Road To Julian Street

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 2001.

(Principal)
By: _____

(Surety)
By: _____
(Attorney-in-Fact)

SECTION MB
MAINTENANCE BOND

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

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

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

This obligation is conditioned, however, that whereas said

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

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

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

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

IN WITNESS WHEREOF, the said _____ has caused these presents to be
executed by _____ and the said _____ has hereunto set his
hand this the _____ day of _____, 20 01

SURETY

PRINCIPAL

By: _____

By: _____
Attorney in Fact

ATTEST

By: _____
Surety

Secretary

Agency and Address

NOTE: Date of Maintenance Bond must be same as date City acceptance.

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION BP

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 _____, 2001.

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.

GENERAL PROVISIONS

SECTION GP

GENERAL PROVISIONS

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

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SPECIAL PROVISIONS

SECTION SP

SECTION SP

SPECIAL PROVISIONS

SP.1 LOCATION OF PROJECT

The location of the project is along Broadway Street between Addison Road and Julian Street in the Town of Addison, Texas. A location map is included in the Construction Plans.

SP.2 SCOPE OF WORK

The work under this contract includes furnishing and installing approximately 2,160 square yards of 8-inch reinforced concrete pavement, 340 linear feet of 21-inch slotted drain, and 700 square feet of sidewalk.

SP.3 CONSTRUCTION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications. Working hours is 7:00 a.m. to 7:00 p.m., Monday through Saturday. One-way traffic and parking on one-half of street shall be maintained.

Contractor shall construct temporary parking lot on north side of buildings on Town of Addison property. Such parking lot shall be removed after construction and grass established.

SP.4 COPIES OF PLANS AND SPECIFICATIONS

Five (5) copies of the plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at a cost of \$50.00.

SP.5 REFERENCE SPECIFICATIONS

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

SP.6 TRADE NAMES AND MATERIALS

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

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

SP.7 PROJECT MAINTENANCE

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

SP.8 CLEANUP

During Construction: The Contractor shall at all times keep the jobsite as free from all disposable material, debris, and rubbish as is practicable, and shall remove same from any portion of the jobsite when it becomes objectionable or interferes with the progress of the project, in the opinion of the Engineer or the Owner. Broken pipe and other debris resulting from construction shall not be left on the site after the construction work is completed. During the construction the Contractor shall not damage improvements on public or private property, including shrubs, grass, pavement, walks, curbs and fences. In the event Contractor damages private property, Contractor shall immediately perform restoration at his own cost.

Video: Contractor shall make and provide to the Owner an original color, VHS format tape of existing conditions outside of lift station. The areas shall be narrated as to location. Video shall be provided to the Owner prior to actual construction work commencing. City Inspector shall be present during taping and take possession of tape when completed.

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

SP.9 PERMITS AND RIGHTS-OF-WAY

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

Electricians shall be registered with the Town's Building Department. The registration fee of \$60.00 shall be paid by the Contractor. Inspections from the Building Inspector shall be scheduled by Contractor, 24-hours prior to inspection.

SP.10 CLEAN AIR ACT AND CLEAN WATER ACT

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

SP.11 COORDINATION WITH OTHERS

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

SP.12 LIGHTS AND POWER

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

SP.13 WAGE RATES

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

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

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

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

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

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

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

PREVAILING WAGE RATES

GENERAL DECISION TX000045 02/11/00 TX45

General Decision Number TX000045

Superseded General Decision No. TX990045

State: TEXAS

Construction Type: **HIGHWAY**

County(ies):	COLLIN	GRAYSON	ROCKWALL
	DALLAS	JOHNSON	TARRANT
	DENTON	KAUFMAN	WICHITA
	ELLIS	PARKER	

Modification Number

Publication Date

0

02/11/2000

	<u>Rates</u>	<u>Fringes</u>
SUTX2043A 03/26/1998		
Air Tool Operator	\$ 9.00	
Asphalt Raker	9.55	
Asphalt Shoveler	8.80	
Batching Plant Weigher	11.51	

	<u>Rates</u>	<u>Fringes</u>
Carpenter	10.30	
Concrete Finisher – Paving	10.50	
Concrete Finisher – Structures	9.83	
Concrete Rubber	8.84	
Electrician	15.37	
Flagger	7.55	
Form Builder – Structures	9.82	
Form Liner – Paving & Curb	9.00	
Form Setter – Paving & Curb	9.24	
Form Setter – Structures	9.09	
Laborer – Common	7.32	
Laborer – Utility	8.94	
Mechanic	12.68	
Oiler	10.17	
Servicer	9.41	
Painter – Structures	11.00	
Pipe Layer	8.98	
Blaster	11.50	
Asphalt Distributor Operator	10.29	
Asphalt Paving Machine	10.30	
Broom or Sweeper Operator	8.72	
Bulldozer	10.74	
Concrete Curing Machine	9.25	
Concrete Finishing Machine	11.13	
Concrete Paving Joint Machine	10.42	
Concrete Paving Joint Sealer	9.00	
Concrete Paving Saw	10.39	
Concrete Paving Spreader	10.50	
Slipform Machine Operator	9.92	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel	11.04	
Foundation Drill Operator – Crawler Mounted	10.00	
Foundation Drill Operator – Truck Mounted	11.83	
Front End Loader	9.96	
Milling Machine Operator	8.62	
Mixer	10.30	
Motor Grader Operator – Fine Grade	11.97	
Motor Grade Operator	10.96	
Pavement Marking Machine	7.32	
Roller, Steel Wheel Plant-Mix Pavements	9.06	
Roller, Steel Wheel Other Flatwheel or Tamping	8.59	
Roller, Pneumatic, Self-Propelled	8.48	
Scraper	9.63	
Tractor – Crawler Type	10.58	
Tractor – Pneumatic	9.15	
Traveling Mixer	8.83	
Wagon – Drill, Boring Machine	12.00	
Reinforcing Steel Setter – Paving	13.21	
Reinforcing Steel Setter – Structures	13.31	
Steel Worker – Structural	14.80	
Spreader Box Operator	10.00	
Work Zone Barricade	7.32	
Truck Driver – Single Axle (Light)	8.965	
Truck Driver – Single Axle (Heavy)	9.02	
Truck Driver – Tandem Axle (Semi-Trailer)	8.77	
Truck Driver – Lowboy/Float	10.44	

	<u>Rates</u>	<u>Fringes</u>
Truck Driver – Transit Mix	9.47	
Truck Driver – Winch	9.00	
Vibrator Operator – Hand Type	7.32	
Welder	11.57	

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 (29 CFR 5.5(a) (1) (v)).

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

SP.14 CLAIMS FOR DAMAGES OR INJURY

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

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

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

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

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

SP.15 COOPERATION OF CONTRACTORS

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

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

SP.16 ANTITRUST

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

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

SP.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. Existing landscaping and irrigation shall be protected at all times.

SP.19 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SP.20 INSURANCE

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

1.0 The Contractor shall agree to furnish and maintain, during the contract period, insurance coverage meeting the following requirements:

1.1 Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Contractual Liability must be maintained with respect to the Contractor's obligations contained in the contract. The policy must be amended to provide a per-project general aggregate limit of insurance of \$1,000,000 with respect to this contract.

1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 by disease aggregate, \$100,000 by disease - per occurrence, \$100,000 per occurrence - each accident. (See attachment on Workers Compensation Commission rules)

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

2.0 Contractor shall provide the following endorsements:

2.1 Named insured wording which includes the Contractor and the Town of Addison with respect to general liability and automobile liability.

2.2 All liability policies shall contain cross liability and severability of interest clause.

- 2.3 A waiver of subrogation in favor of the Town of Addison with respect to the workers' compensation insurance.
- 2.4 The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- 2.5 The certificate shall notate the Project Name or Bid Number.
- 2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001.
- 3.0 All insurance shall be purchased from an insurance company who meets the following requirements:
 - 3.1 Is acceptable to the Town with regard to financial strength and stability.
 - 3.2 Licensed and admitted to do business in the State of Texas.
- 4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 4.1 The company is licensed and admitted to do business in the State of Texas.
 - 4.2 The company's forms have been approved by the Texas State Board of Insurance.
 - 4.3 Sets forth all endorsements as required above.
 - 4.4 The Town of Addison will receive at least sixty (60) days notice prior to cancellation or termination of the insurance.
- 5.0 Upon request, Contractor, shall furnish the Owner with:
 - a) certified copies of all insurance policies, and
 - b) valid Certificates of Insurance covering all subcontractors in accordance with the insurance requirements set forth herein for Contractor.

SP.21 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions

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

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

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code): Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services

on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- 4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6) notify the Owner in writing by certified mail or personal delivery, within 10-days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.

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

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

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

SP.22 RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of

Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

SP.23 NON-DISCRIMINATION POLICY

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

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

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

SP.24 COMPLIANCE WITH IMMIGRATION LAWS

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

SP.25 COMPLIANCE WITH GENERAL RULES AND LAWS

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

SP.26 SHOP DRAWING

Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the City.

Shop drawings shall include all items to be installed in the project, including:

- Slotted Drain Pipe
- Storm Sewer Pipe
- Water Pipe
- Meter Box and Pipe
- Wheel Stops
- Brick Pavers
- Concrete Mix Designs

SP.27 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

A. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

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

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

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

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

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

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

SP.28 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

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

No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property owner to do otherwise with such written permission being provided to the Town's inspector.

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

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

SP.29 EXCAVATION SAFETY SYSTEMS

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

A. General

Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and

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

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

B. Core Borings

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

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

C. Inspections

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

D. Measurement and Payment

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

SP.30 PROJECT VIDEO

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

SP.31 WATERLINE PIPE

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

- Polyvinyl Chloride (PVC) Water Pipe NCTCOG Item 2.12.20 – AWWA Standard C900.
- Fittings for PVC Water Pipe shall be Ductile Iron (Poly Wrapped) NCTCOG Item 2.12.8 - AWWA Standard C110.

SP.32 WATER METER RELOCATION

- A. Meter boxes shall be located at a finished grade with the curb stop six to twelve inches below the finished grade.
- B. To prevent the inflow of mud or silt into the box, six inches of washed pea gravel shall be placed under the meter inside the box. Meter boxes shall extend ≥ 6 " below the bottom of the meter or service pipeline.
- C. Meter boxes shall be of concrete with a reader lid, and be large enough that the curb-stop, meter, and flanges/bolts are all easily accessible for future testing, repairs, etc. Boxes that are vulnerable to vehicular traffic shall have steel lids designed to withstand the expected load (with reader lid).
- D. Approved Materials
 - 1) Double-strap bronze tapping saddle with CC (taper) thread: Mueller #BR2B, Ford #202B.
 - 2) Corporation stop with AWWA taper thread (CC) by conductive compression connection: Mueller H-15013 or B25008 (1.5", 2"), Mueller H-15008 or H-25008 (3/4", 1"), Ford FB1000 or F1000 (1.5", 2", -6-G, -7-G, respectively), (3/4", 1", -3-G, -4-G, respectively).
 - 3) 90 degree angle curb stop with lock-wing: Mueller H-14277 or B24276 (1.5", 2"), Ford KV43-666W-G or FV43-777W-G (1.5", 2"), Mueller H-14277 or B24258 (3/4", 1"), Ford KV43-332W-G or KV43-444W-G (3/4", 1"). All companion flanges (1.5", 2") shall be brass.
 - 4) Meter box shall be 10 x 20 concrete to accommodate the curb stop, meter, and all connections. They shall have concrete cover with hinged reader lid. Boxes may be stacked to achieve sufficient depth.
 - 5) In-line curb-stops, meter yokes/setters, and/or meter risers may be considered on a case-by-case basis dependent on situation and subject to approval of Utility Inspector and/or Utility Foreman.
 - 6) Tapping saddle and corporation stop must be poly-wrapped (8 mil) and hand backfilled with sand to a depth of 12-inches. Additional backfill may be done by machine, with material free of rocks and clods exceeding 3-inches in diameter. **CAUTION!!** Inspection must be called for and completed prior to backfill, or tap must be re-exposed by the contractor so that inspection may be completed by the Town's representative.

SP.33 RECORD DRAWINGS

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

Submittal: At the completion of the project, and 14-days prior to request for final payment the Contractor shall deliver record drawings to the Owner which shall include the following:

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

SP.34 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show

them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation of extra work or for increasing the pay quantities in any, manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provision in these Specifications for extra work shall apply.

SP.35 WATER FOR CONSTRUCTION

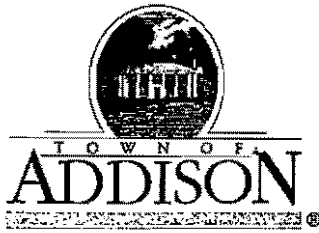
The Contractor shall make the necessary arrangements with the Town of Addison for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing or flushing. Water required for construction shall be paid for by the Contractor at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

SP.36 TEMPORARY PARKING LOT

The Contractor shall construct a temporary parking lot on the north side of the buildings (building being located on north side of Broadway) and north of the existing alley. The location shall be determined in the field. The temporary parking lot shall consist of the following:

- a) Stockpile topsoil.
- b) Excavate to a total depth of 4-inches, stockpile material other than topsoil.
- c) Place Geotextile Fabric on exposed excavation (TREVIRA 1135 or approved equal).
- d) Backfill with NCTCOG, Grade 4 crushed stone to grade.
- e) Reconstruct by removing crushed stone and spreading crushed stone on crushed stone roadway east of Broadway and Julian (Town of Addison property).
- f) Remove Geotextile Fabric.
- g) Backfill with excavated material and mechanically compact in place.
- h) Spread topsoil.

Total area included will be approximately 700 square yards.



FINANCE DEPARTMENT/PURCHASING DIVISION

5350 Belt Line Road (972) 450-7091

E-mail purchasing@ci.addison.tx.us

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

June 26, 2001

Jim Bowman Construction Co, LP
Jim Bowman
10209 Plano Rd, Ste 101
Dallas, TX 75238

COPY

NOTICE OF AWARD: Driveway Paving Improvements at Belt Line Rd and Midway

Dear Mr. Bowman:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 01-28.

Enclosed please find four completed copies of the contract to be signed by an authorized officer or principal of your firm.

Please send the signed contracts along with the necessary insurance certificates, Performance Bond, Labor & Material Payment Bond and Maintenance Bonds as soon as possible, but no later than July 11, 2001. Once we receive these items these items a Notice to Proceed will be issued.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosures

Copy: Steve Chutchian

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5/3/01

Claim # _____

Check \$ 5,823.94

Vendor No. _____

Vendor Name _____

Address SHIMEK, JACOBS & FINKLEA
8333 DOUGLAS AVE., #820
DALLAS, TX 75225-5816

Address _____

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
2000190A (267)	41	000	58210	62301		5,823.94

TOTAL 5,823.94

EXPLANATION PAYMENT FOR ADDITIONAL DESIGN IMPROVEMENTS RELATED TO THE BELT LINE MIDWAY - BELT LINE/QUARRY INTERSECTION IMPROVEMENTS

Steve Chubb
Authorized Signature

Finance

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: April 27, 2001

Statement No. 2000190A (267)

Services through March 31, 2001, in
connection with driveway improvements
off Midway Road, just north of Beltline Road

Time of Personnel:

Engineer	2.0 Hrs.	\$ 259.35
Engineer	8.5 Hrs.	1,227.14
AutoCAD Tech I	44.0 Hrs.	3,644.05
AutoCAD Tech II	7.5 Hrs.	321.59
Word Processor	.5 Hr.	31.99
Word Processor	1.5 Hrs.	65.87
Survey	2.25 Hrs.	<u>247.50</u>

\$ 5,797.49

Expense: Printing

26.45

\$ 5,823.94
=====

*O.K. to
PAY
SZL*

Previous Billings	\$ 2,589.93
Current Billing	<u>5,823.94</u>
Total	\$ 8,413.87

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 7/2/01 Claim # _____ Check \$ 607.63

Vendor No. _____
 Vendor Name BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 Address 7502 GREENVILLE AVE #220
 Address DALLAS, TEXAS 75231
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
<u>2000190A (423)</u>	<u>41</u>	<u>000</u>	<u>56570</u>	<u>62301</u>		<u>607.63</u>

TOTAL 607.63

EXPLANATION PALWY IMPROVEMENTS AT BELT LINE
& MIDWAY RD

Steve Antosh
 Authorized Signature

Finance

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Avenue, #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: June 28, 2001

Statement No. 2000190A (423)

Services through May 31, 2001, in
connection with driveway improvements
off Midway Road, just north of Beltline Road

Time of Personnel:

Word Processor	5.5 Hrs.	\$ 369.43
Expense: Delivery	\$ 31.05	
Printing	<u>207.15</u>	
		<u>238.20</u>
		<u><u>\$ 607.63</u></u>

*O.K. to
PAY SZC
7/2/01*

Previous Billings	\$ 8,711.26
Current Billing	<u>607.63</u>
Total	\$ 9,318.89

*APPROVED
6/26/01*

#2i - Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$33,339.50 with Jim Bowman Construction for the construction of Driveway Paving Improvements at Belt Line Road and Midway Road.

*APPROVED
6/26/01*

#2j - Acceptance of construction and authorization of final payment in the amount of \$20,910.00 to Hencie International, Inc. for Ewing Drive Approach Improvements.

#2k - Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$12,784.75 with United Rentals & Highway Technologies to supply and install pavement markings on Keller Springs Road from Addison Road to Dallas Parkway.

BELTLINE AND MIDWAY DRIVEWAY BID TABS

Item #	Description	Quantity	Unit	UNIT BID PRICES			
				Bowman	JRJ	Pavecon	Gibson
1	Concrete Pavement removal and disposal	340	S.Y.	\$42.00	\$25.00	\$14.98	\$26.00
2	Concrete Sidewalk Removal and Disposal	165	S.F.	\$1.00	\$3.00	\$0.82	\$3.00
3	Furnish and Install 8 in Reinforced concrete Pavement	325	S.Y.	\$43.00	\$98.65	\$47.56	\$58.00
4	Furnish and Install 6 in monolithic Curb	155	L.F.	\$2.50	\$5.50	\$9.82	\$2.00
5	Furnish and Install 6 in compacted subgrade and Excavation	340	S.Y.	\$3.00	\$6.50	\$21.35	\$20.00
6	Furnish and Install 4 in Reinforced Concrete Sidewalk	56	L.F.	\$4.00	\$8.50	\$18.34	\$3.50
7	Furnish and Install Reinforced Concrete Barrier Free Ramp	98	S.F.	\$6.00	\$20.00	\$16.99	\$4.50
8	Furnish and Install 4 in wide white Stripe	50	L.F.	\$8.00	\$10.00	\$2.45	\$33.00
9	Remove Existing Retaining Wall	60	L.F.	\$15.00	\$74.00	\$3.25	\$33.25
10	Reconstruct Retaining Wall	35	L.F.	\$40.00	\$190.00	\$71.14	\$72.40
				TOTAL ITEM BID PRICES			
				Bowman	JRJ	Pavecon	Gibson
				\$14,280.00	\$8,500.00	\$5,093.20	\$8,840.00
				\$165.00	\$495.00	\$135.30	\$495.00
				\$13,975.00	\$32,061.25	\$15,457.00	\$18,850.00
				\$387.50	\$852.50	\$1,522.10	\$310.00
				\$1,020.00	\$2,210.00	\$7,259.00	\$6,800.00
				\$224.00	\$476.00	\$1,027.04	\$196.00
				\$588.00	\$1,960.00	\$1,665.02	\$441.00
				\$400.00	\$500.00	\$122.50	\$1,650.00
				\$900.00	\$4,440.00	\$195.00	\$1,995.00
				\$1,400.00	\$6,650.00	\$2,489.90	\$2,534.00
				\$33,339.50	\$58,144.75	\$34,966.06	\$42,111.00
				Bid Totals			

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 6/8/01 Claim # _____ Check \$ 297.39
+2,734.17
\$3,031.56

Vendor No. _____
 Vendor Name BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 Address 7502 GREENVILLE AVE. #220
 Address DALLAS, TEXAS 75231
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
2000190A (348)	41	000	56570	62301		297.39
2001102A (350)	01	411	56570			2,734.17

TOTAL 3,031.56

EXPLANATION PAVING IMPROVEMENTS AT BELT LINE &
MIDWAY AND EASEMENT PARK DRAINAGE

Steve Chutkan
 Authorized Signature

Finance

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: May 24, 2001

Statement No. 2000190A (348)

Services through April 30, 2001, in
connection with driveway improvements
off Midway Road, just north of Beltline Road

Time of Personnel:

Engineer

2.0 Hrs.

\$ 297.39

*O.K. to
PAY.
SZC
6/8/01*

Previous Billings
Current Billing

\$ 8,413.87
297.39

Total

\$ 8,711.26

Driveway Paving Improvements at Beltline and Midway

BID NO 01-28

DUE: June 5, 2001

2:00 PM

BIDDER	SIGNED	BID BOND	TOTAL
JIM BOWMAN CONSTRUCTION	Y	Y	\$33,339.50
JRJ PAVING	Y	Y	\$58,144.75
PAVECON INC	Y	Y	\$34,966.49
GIBSON AND ASSTS	Y	Y	\$42,111.00

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Gayden

Corey Gayden, Witness

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

October 23, 2000

Mr. James C. Pierce, Jr., P.E., DEE
Assistant Director of Public Works
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Engineering Services Agreement
Driveway Study
Midway at Beltline

Dear Mr. Pierce:

In accordance with your request, we propose to furnish engineering services to study widening the driveway approach to the businesses at the northwest corner of the intersection of Beltline Road and Midway Road. Our services will include the following:

1. Field surveys of the shopping center and a portion of the Exxon Station. Field surveys will include such details as parking lot stripes and will include a portion of Midway Road.
2. Topographic plots will be generated of existing conditions and proposed improvement.
3. Cross-sections of the driveway approach.
4. Contour of pavement with improvement.
5. Quantity takeoff and formulation of an opinion of probable construction cost.
6. Meeting with the staff to discuss the alternate
7. Letter report summarizing the findings.

We propose to be compensated the basis of salary cost times a multiplier of 2.3 with expenses at invoice cost times 1.15. Field surveys will compensated at \$110.00 per hour. We recommend a budget of \$7,500.00 be established for these services.

Mr. James C. Pierce, Jr., P.E., DEE
Town of Addison
10/23/00
Page 2 of 2

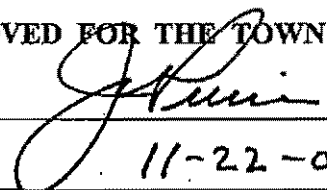
If you are in agreement with our proposal, please have one copy of this letter agreement executed by the Town of Addison and return one copy to our office. We will commence our services at your direction.

Sincerely



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By:  *mm*

Date: 11-22-00

February 8, 2001

Mr. John Birkhoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, Suite 820
Dallas, Texas 75225

Re: Driveway Improvements at Midway Rd. and Belt Line Rd.

Dear John:

Our staff met at the above-mentioned site on February 7, 2001 to discuss the proposed driveway improvements and general project scope with the affected property owner. The owner, Mr. Su, concurred with the schematic drawing you submitted to the Town, with the following clarifications to a subsequent design:

- a. The proposed pavement should be placed on a $\frac{1}{4}$ " per ft. slope.
- b. The Town of Addison will require written authorization from the owner to perform the proposed improvements within a temporary construction easement.
- c. The engineer will prepare final drawings and specifications for bidding the project.

Please accept this correspondence as your authorization to proceed with final design and preparation of a temporary construction easement.

Should you have any questions, please let me know.

Sincerely,

Steve Chutchian, P.E.
Assistant City Engineer

Cc: Mike Murphy, Director of Public Works
Jim Pierce, Assistant Director of Public Works
Jim Wilson, Project Engineer

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT ADDISON BELTWAY JOINT VENTURE ONE, a joint venture, organized and existing under the laws of the State of Texas, hereinafter called GRANTOR of the County of Dallas, State of Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing, reconstructing or otherwise improving Midway Road, including (without limitation) driveway construction or improvement in connection therewith. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description) which is made a part of this easement as if fully copied herein.

This temporary easement shall terminate 12 months from the date of execution or upon completion of construction, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2001.

GRANTOR
ADDISON BELTWAY JOINT VENTURE ONE

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

§
§

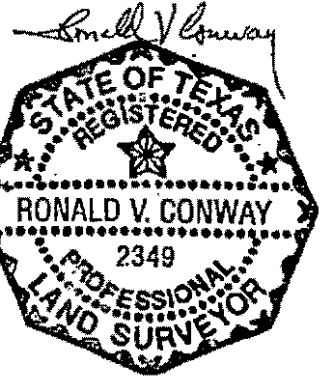
BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2001, personally appeared _____, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity on behalf of Addison Beltway Joint Venture One, a joint venture, and that by his signature on the instrument, Addison Beltway Joint Venture One, executed the instrument for the purposes and consideration expressed therein.

GIVEN UNDER my hand and seal of office the day and year last above written.

MY COMMISSION EXPIRES:

[SEAL]

3/29/01



TOWN OF ADDISON, TEXAS

"EXHIBIT A"

FIELD NOTE DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
ON
ADDISON BELTWAY JOINT VENTURE ONE

BEING temporary construction easement a in the W.H. Witt Survey, Abstract No. 1609, Dallas County, Texas and being on part of Lots 1 (0.5187 acres) and 3 (1.152 acres) of the Goff Addition, an Addition in the Town Of Addison filed for record in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, said Lots 1 and 3 being conveyed to Addison Beltway Joint Venture One by a deed filed for record in Volume 84005, Page 6871, of the Deed Records of Dallas County, Texas, said temporary construction easement being more particularly described as follows:

BEGINNING at a point at the southeast corner of said Lot 3 and the northeast corner of said Lot 1, said point being in the west right-of-way of Midway Road (a variable width right-of-way), said point also being N 4°12'43" E, 99.01 feet from an X found cut in concrete in said west right-of-way of said Midway Road, said X being at a point of curvature of a curve to the right in said west right-of-way of said Midway Road, said curve having a radius of 66.50 feet and a chord bearing S 45°13'33" W, a distance of 93.62 feet;

THENCE S 8°56'00" W, along the east line of said Lot 1 and said west right-of-way of said Midway Road for a distance of 18.52 feet to a point for corner;

THENCE N 87°02'30" W, a distance of 23.38 feet to a point for corner;

THENCE N 38°25'07" W, a distance of 12.88 feet to a point for corner;

THENCE N 26°00'47" W, a distance of 12.58 feet to point for a corner;

THENCE N 43°53'21" W, a distance of 28.55 feet to a point for corner;

THENCE N 17°53'23" E, a distance of 29.41 feet to point for a corner;

THENCE N 54°10'11" E, a distance of 53.08 feet to point for a corner;

THENCE N 84°51'54" E, a distance of 32.14 feet to a point for corner, said point being in the east line of said Lot 3 and in said west right-of-way of said Midway Road;

THENCE S 10°44'34" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 15.30 feet to an X found cut in concrete for a corner;

THENCE S 18°37'20" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 61.09 feet to a point for corner;

THENCE S 8°56'00" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road for a distance of 14.07 feet to the Point of Beginning and containing 5,205.46 square feet (0.1195 acres) of land.

03/29/01 RJL SCALE: 1"=30' H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-JOINT.DWG

BELT LINE ROAD

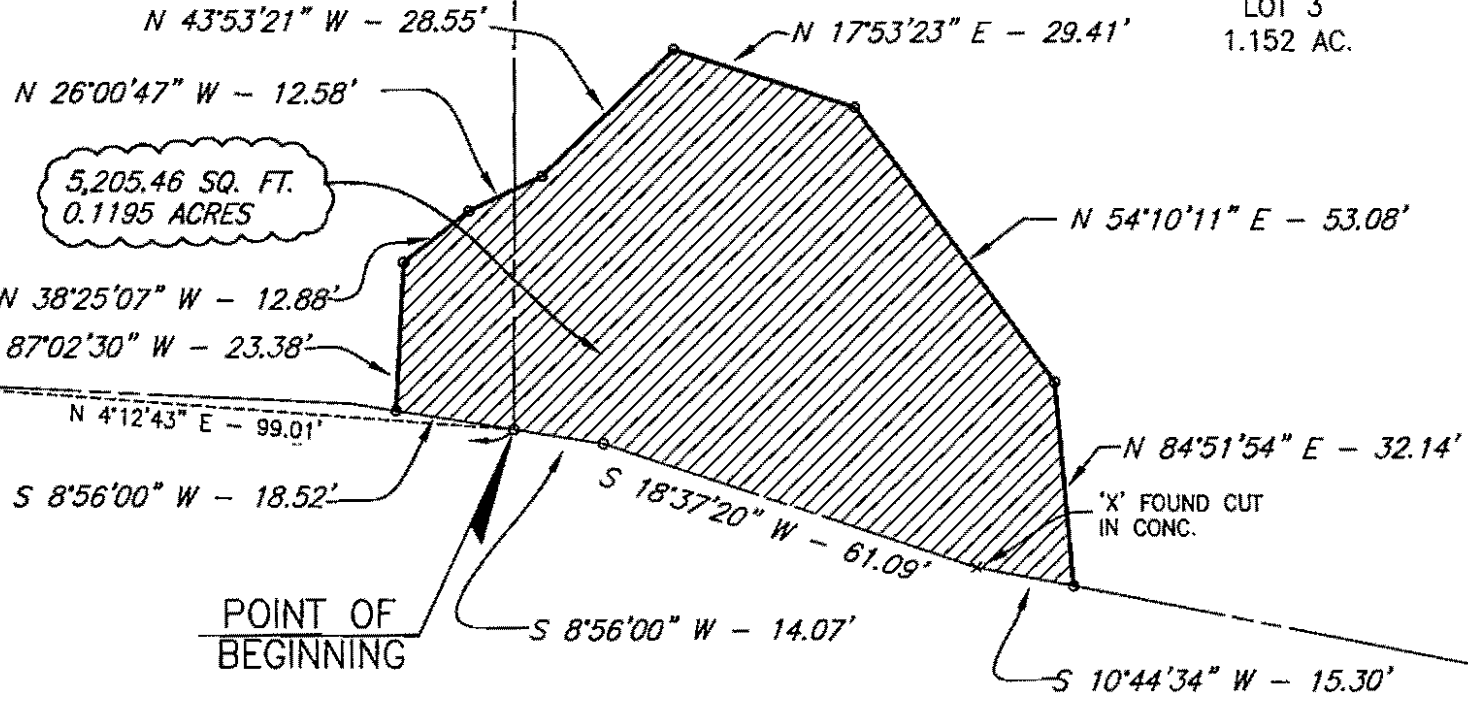
CENTURION WAY

SCALE: 1"=30'

LOT 1
0.5187 AC.

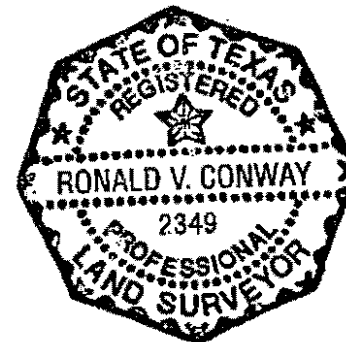
W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6871

LOT 3
1.152 AC.



MIDWAY ROAD

"EXHIBIT B"



Ronald V. Conway 3/29/01

TOWN OF ADDISON, TEXAS	
ADDISON BELTWAY JOINT VENTURE ONE BELT LINE RD. TO CENTURION WAY TEMPORARY CONSTRUCTION EASEMENT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS 8333 Douglas Ave., Ste. 820 Dallas, TX 75225 (214) 361-7900	MARCH 2001
PLAT-ADDBELT	

TOWN OF
ADDISON

PUBLIC WORKS

To: Mr. John Birkhoff, P.E. From: **Steven Z. Chutchian, P.E.**

Company: Shimek, Jacobs & Finklea

Assistant City Engineer

Phone: 972/450-2886

FAX: 972/450-2837

FAX #: 214-361-0204

schutchian@ci.addison.tx.us

Date: February 8, 2001

16801 Westgrove Drive

P.O.Box 9010

of pages (including cover): 6

Addison, TX 75001-9010

Re: Property Description for Proposed Drive Improvements on Midway Rd. @ Belt Line Rd.

Original in mail

Per your request

FYI

Call me

Comments: John -- Mr. Su faxed "before taking" & "After taking" descriptions of the property for our use in preparing a document for obtaining a temporary construction easement. They are ready to sign ASAP and get this work underway. Your timely preparation of the easement description and map, & drawings and specs. for bidding is greatly appreciated. If you need additional information, please let me know.

Steve Chutchian.

SUSCO INVESTMENTSP O Box 962 16601 Addison Rd Ste#107
Addison, TX 75001 Addison, TX 75001

Tel: (972)931-6199 Fax: (972)931-6190

FAX TRANSMISSION COVER LETTER**DATE:** 2/07/01**SUBJECT:** Property located at 4151 & 4191 Beltline Rd, Addison, Texas 75001**TO:** Jim Wilson**COMPANY:** Public Works Dept, Town of Addison

FAX #: 972-450-2837

TEL #:

FROM: Shiaw Y. Su

Attached is the legal description of the above referenced property. There are two parts:

1. Legal description for the entire property before DART's take away.
2. Legal description for the portion of the DART's take away.

Please call me if you have any questions.

WE ARE TRANSMITTING **5** PAGE(S) INCLUDING THIS COVER LETTER

EXHIBIT "A"

BEING all of lots 1, 2 and 3 of GOFF ADDITION, an addition to the City of Addison, Dallas County, Texas, as recorded in Volume 80005 at page 3044 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set for corner at the southernmost corner of a corner cut-off at the present intersection of the west right-of-way line of Midway Road (a 100 foot R.O.W.) with the north right-of-way of Belt Line Road (a 100 foot R.O.W.);

THENCE N 89°51'55" W along the north line of Belt Line Road a distance of 224.52 feet to a cross cut for corner at the southeast corner of lot 3, SURVEYOR ADDITION, ADDISON WEST INDUSTRIAL PARK, an addition to the City of Addison, Texas, as recorded in Volume 77173 at page 0135 of the Deed Records of Dallas County, Texas;

THENCE N 00°08'05" E along the east line of said lot 3 a distance of 350.00 feet to a found iron rod for corner in the south line of Centurion Way (a 60 foot right-of-way);

THENCE S 89°51'55" E along the south line of said Centurion Way a distance of 291.26 feet to a cross cut for corner at the intersection of the south line of said Centurion Way and the west line of Midway Road;

THENCE S 11°15'45" W along the west line of said Midway Road a distance of 95.62 feet to a cross cut for corner at the beginning of a curve to the left having a central angle of 11°44'20" and a radius of 1004.93 feet;

THENCE in a southerly direction along said curve and along the west line of Midway Road a distance of 205.89 feet to an iron rod set for corner at the end of said curve;

THENCE S 00°28'35" E along the west line of said Midway Road a distance of 21.51 feet to an iron rod set for corner at the northernmost corner of a corner cut-off;

THENCE S 44°49'45" W with said cutoff line a distance of 42.20 feet to the POINT OF BEGINNING, containing 92,294.6 square feet or 2.1188 acres of land and being subject to any easements and rights-of-way of record.

also being described as

Lots 1, 2 and 3 of GOFF ADDITION, an Addition to the City of Addison, Texas, according to the Revised Map thereof, recorded in Volume 80005, Page 3044, Deed Records of Dallas County, Texas.

AFTER RECORDING RETURN TO:
PETE ECKERT
COWLES & THOMPSON
301 MAIN ST STE 4000
DALLAS TX 75202-3769

TOWN OF ADDISON
SPECIAL WARRANTY DEED

512981

STATE OF TEXAS)
COUNTY OF DALLAS . I

03/23/99 1479621 015.00
Deed

KNOW ALL MEN BY THESE PRESENTS:

THAT ADDISON BELTWAY JOINT VENTURE ONE, hereinafter termed GRANTOR, whether one or several, of the County of Dallas, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by the Town of Addison, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and do by these presents GRANT, SELL and CONVEY unto the Town of Addison the following described tract or parcel of land situated in the Town of Addison, Texas and being more particularly described as follows:

BEING 0.0854 acre of land, more or less, situated in the W. H. Witt Survey, Abstract No. 1608 in the Town of Addison, Dallas County, Texas, and being part of Lots 1, 2 and 3 of Golf Addition, an addition to the Town of Addison as shown on plat recorded in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, and being a part of that tract of land conveyed to Addison Beltway Joint Venture One as evidenced by deed recorded in Volume 84005, Page 8871 of said Deed Records and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of Lot 2;

THENCE South 00 degrees 08 minutes 03 seconds West, along the west line of Lot 2, a distance of 188.58 feet to a 3/4" iron rod with cap marked AB&A set for the POINT OF BEGINNING in the proposed northerly right-of-way line of Belt Line Road;

- (1) THENCE, along said proposed northerly line, North 89 degrees 48 minutes 57 seconds East a distance of 80.08 feet to a 3/4" iron rod with cap marked AB&A set for an angle point;
- (2) THENCE North 89 degrees 58 minutes 14 seconds East, continuing along said line, a distance of 114.76 feet to an "x" cut in concrete set for the beginning of a curve to the left having a radius of 88.50 feet;
- (3) THENCE along said curve, through a central angle of 89 degrees 29 minutes 19 seconds, an arc distance of 103.88 feet (chord bears North 45 degrees 13 minutes 33 seconds East and is 93.82 feet in length) to an "x" cut in concrete set at the end of said curve;
- (4) THENCE, continuing along said line, North 02 degrees 32 minutes 37 seconds East a distance of 73.23 feet to an "x" cut in concrete set for corner;

99056 06892

- (6) THENCE, continuing along said line, North 08 degrees 58 minutes 00 seconds East a distance of 39.99 feet to an "x" cut in concrete set for corner;
- (8) THENCE, continuing along said line, North 18 degrees 37 minutes 20 seconds East a distance of 61.09 feet to an "x" cut in concrete set in the curving existing west right-of-way line of Midway Road;
- (7) THENCE along said curve to the left having a radius of 1004.93 feet, through a central angle of 10 degrees 48 minutes 29 seconds, an arc distance of 188.96 feet (chord bears South 04 degrees 52 minutes 46 seconds West and is 188.70 feet in length) to the end of said curve;
- (8) THENCE along said line South 00 degrees 30 minutes 28 seconds East for a distance of 21.51 feet to the north end of a cutback line to the north right-of-way line of Belt Line Road;
- (9) THENCE, along said line, South 44 degrees 50 minutes 25 seconds West a distance of 42.41 feet to the south end of said line in the north line of Belt Line Road;
- (10) THENCE, along said line, North 89 degrees 51 minutes 55 seconds West a distance of 224.52 feet to the southwest corner of Lot 2;
- (11) THENCE, along the west line of Lot 2, North 00 degrees 08 minutes 03 seconds East a distance of 1.28 feet to the POINT OF BEGINNING and containing 3720 square feet or 0.0854 acres of land, more or less.

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, and easements, if any, of record in Real Property Records of said County, affecting the herein described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Town of Addison, its successors and assigns:

And GRANTOR hereby binds himself and his heirs, executors, and administrators to warrant and defend the rights and title to said premises unto the said Town of Addison against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise subject to the exceptions stated above.

EXECUTED this 19th day of February, 1999.

ADDISON BELTWAY JOINT VENTURE ONE (Grantor)

By: *Shiew Y. Su*
 Shiew Y. Su, Co-Trustee
Chau-Fe Huang
 Chau-Fe Huang, Co-Trustee

99056 06893

ACKNOWLEDGEMENTS

STATE OF Texas §
COUNTY OF County §

BEFORE ME, a Notary Public in and for said county and state, on this 19th day of February, 1989, personally appeared Shlaw Y. Su, Co-Trustee, of Addison Beltway Joint Venture One, known to me to be the identical person who executed the within and foregoing document and acknowledged to me that he executed same as his free and voluntary act and deed, and the free and voluntary act and deed of Addison Beltway Joint Venture One, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Susan Mills
Notary Public in and for
the State of Texas

MY COMMISSION EXPIRES:

NOTARIAL SEAL
SUSAN LYNN MILLS, Notary Public
Seventeen, Tarrant County
My Commission Expires MAY 31, 1999
(SEAL)

SUSAN M.
Notary Public, State of Texas
My Commission Expires 02-18-91

STATE OF Pennsylvania §
COUNTY OF Lackawanna §

BEFORE ME, a Notary Public in and for said county and state, on this 24 day of February, 1989, personally appeared Chau-Fu Huang, Co-Trustee, of Addison Beltway Joint Venture One, known to me to be the identical person who executed the within and foregoing document and acknowledged to me that he executed same as his free and voluntary act and deed, and the free and voluntary act and deed of Addison Beltway Joint Venture One, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Suzanne Lynn Mills
Notary Public in and for
the State of Texas Pennsylvania

MY COMMISSION EXPIRES:

NOTARIAL SEAL
SUSAN LYNN MILLS, Notary Public
Seventeen, Tarrant County
My Commission Expires MAY 31, 1999

(SEAL)

46890 95066



SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

May 3, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Driveway Improvements
Beltline at Midway

Dear Mr. Chutchian:

We are enclosing one set of final plans and specifications for the Driveway Improvements at Beltline and Midway, for your review. Once you have completed your review, please notify us of any concerns or the acceptability of the documents. Once we have received direction from you, we will print the documents and have them delivered to the Finance Department for distribution.

We are available at your convenience to discuss any questions you may have.

Sincerely,

John W. Birkhoff, P.E.

Enclosure

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

THAT ADDISON BELTWAY JOINT VENTURE ONE, a joint venture, organized and existing under the laws of the State of Texas, hereinafter called GRANTOR of the County of Dallas, State of Texas, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, sell and convey to the Town of Addison, hereinafter called GRANTEE of the County of Dallas and State of Texas, a temporary easement and right to pass over, along, under and across a portion (the "Easement Area") of GRANTOR'S property, which easement and right of passage is shown and depicted on Exhibit B, attached to and incorporated herein, for the purpose of constructing, reconstructing or otherwise improving Midway Road, including (without limitation) driveway construction or improvement in connection therewith. The Easement Area is described as follows:

See attached Exhibit A (Field Note Description) which is made a part of this easement as if fully copied herein.

This temporary easement shall terminate 12 months from the date of execution or upon completion of construction, whichever is earlier.

TO HAVE AND TO HOLD unto the Town of Addison, Texas as aforesaid, for the purposes and on the conditions set forth hereinabove, the easement and Easement Area described above. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the Easement Area to Grantee for the duration and purposes set out herein against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27th day of April, 2001.

GRANTOR
ADDISON BELTWAY JOINT VENTURE ONE

By: [Signature]

Title: Managing Trustee

STATE OF TEXAS
COUNTY OF DALLAS

§
§

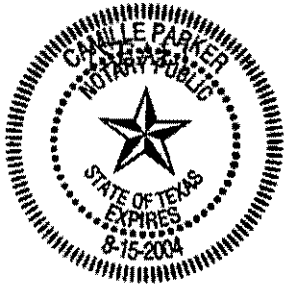
BEFORE ME, the undersigned notary public in and for said county and state, on this 27th day of April, 2001, personally appeared Shiaw Y. Su, Managing Trustee, known to me to be the identical person who executed the within and foregoing document, and acknowledged to me that he executed the same in his authorized capacity on behalf of Addison Beltway Joint Venture One, a joint venture, and that by his signature on the instrument, Addison Beltway Joint Venture One, executed the instrument for the purposes and consideration expressed therein.

GIVEN UNDER my hand and seal of office the day and year last above written.

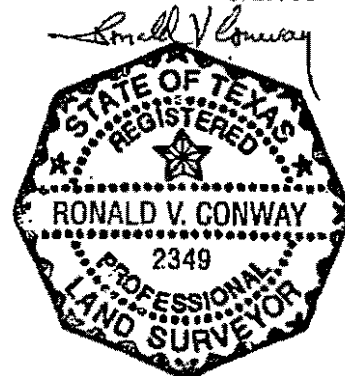


Camille Parker

8-15-2004



3/29/01



"EXHIBIT A"

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
ON
ADDISON BELTWAY JOINT VENTURE ONE

BEING temporary construction easement a in the W.H. Witt Survey, Abstract No. 1609, Dallas County, Texas and being on part of Lots 1 (0.5187 acres) and 3 (1.152 acres) of the Goff Addition, an Addition in the Town Of Addison filed for record in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, said Lots 1 and 3 being conveyed to Addison Beltway Joint Venture One by a deed filed for record in Volume 84005, Page 6871, of the Deed Records of Dallas County, Texas, said temporary construction easement being more particularly described as follows:

BEGINNING at a point at the southeast corner of said Lot 3 and the northeast corner of said Lot 1, said point being in the west right-of-way of Midway Road (a variable width right-of-way), said point also being N 4°12'43" E, 99.01 feet from an X found cut in concrete in said west right-of-way of said Midway Road, said X being at a point of curvature of a curve to the right in said west right-of-way of said Midway Road, said curve having a radius of 66.50 feet and a chord bearing S 45°13'33" W, a distance of 93.62 feet;

THENCE S 8°56'00" W, along the east line of said Lot 1 and said west right-of-way of said Midway Road for a distance of 18.52 feet to a point for corner;

THENCE N 87°02'30" W, a distance of 23.38 feet to a point for corner;

THENCE N 38°25'07" W, a distance of 12.88 feet to a point for corner;

THENCE N 26°00'47" W, a distance of 12.58 feet to point for a corner;

THENCE N 43°53'21" W, a distance of 28.55 feet to a point for corner;

THENCE N 17°53'23" E, a distance of 29.41 feet to point for a corner;

THENCE N 54°10'11" E, a distance of 53.08 feet to point for a corner;

THENCE N 84°51'54" E, a distance of 32.14 feet to a point for corner, said point being in the east line of said Lot 3 and in said west right-of-way of said Midway Road;

THENCE S 10°44'34" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 15.30 feet to an X found cut in concrete for a corner;

THENCE S 18°37'20" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 61.09 feet to a point for corner;

THENCE S 8°56'00" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road for a distance of 14.07 feet to the Point of Beginning and containing 5,205.46 square feet (0.1195 acres) of land.

H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-JOINT.DWG
SCALE: 1"=30'
KAL 03/29/01

SCALE: 1"=30'

LOT 1
0.5187 AC.

W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6871

LOT 3
1.152 AC.

N 43°53'21" W - 28.55'

N 17°53'23" E - 29.41'

N 26°00'47" W - 12.58'

N 54°10'11" E - 53.08'

5,205.46 SQ. FT.
0.1195 ACRES

N 38°25'07" W - 12.88'

N 87°02'30" W - 23.38'

N 4°12'43" E - 99.01'

S 8°56'00" W - 18.52'

S 18°37'20" W - 61.09'

N 84°51'54" E - 32.14'

'X' FOUND CUT
IN CONC.

POINT OF
BEGINNING

S 8°56'00" W - 14.07'

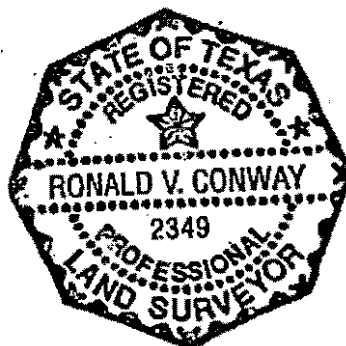
S 10°44'34" W - 15.30'

MIDWAY ROAD

BELT LINE ROAD

CENTURION WAY

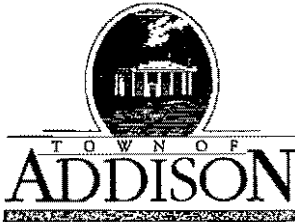
"EXHIBIT B"



Ronald V. Conway 3/29/01

TOWN OF ADDISON, TEXAS	
ADDISON BELTWAY JOINT VENTURE ONE BELT LINE RD. TO CENTURION WAY TEMPORARY CONSTRUCTION EASEMENT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS 8333 Douglas Ave., Ste. 820 Dallas, TX 75225 (214) 361-7900	MARCH 2001
	PLAT-ADDBELT

COPY



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

May 1, 2001

Mr. Shiaw Y. Su
SUSCO INVESTMENTS
16601 Addison Rd., Suite 107
Addison, Texas 75001

Re: Driveway Improvements on Midway Rd.
at Belt Line Road

Dear Mr. Su:

As we previously discussed, the Town of Addison will be responsible for the replacement of any landscaping that is damaged by our contractor during the construction of proposed driveway improvements on Midway Rd. and Belt Line Rd. We anticipate bid advertisement to begin in mid-May 2001 and construction to be initiated in July 2001.

Should you have any questions, please contact me at 972-450-2886.

Sincerely,

Steven Z. Chutchian, P.E.
Assistant City Engineer

Cc: Mike Murphy, P.E., Director of Public Works
Jim Pierce, P.E., Assistant Director of Public Works

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

April 20, 2001

Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Town of Addison

Dear Steve:

Enclosed is the Temporary Construction Easement for the Addison Beltway Joint Venture One property. Please note that the field note description should be labeled "Exhibit A" and the survey depiction should be labeled "Exhibit B." If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: Ken C. Dippel, w/firm
John M. Hill, w/firm

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

March 30, 2001

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Driveway at Beltline and Midway

Dear Mr. Chutchian:

We are enclosing two copies of the field note description and plat for the temporary construction easement across the Addison Beltway Joint Venture tract. This temporary construction easement is for construction of driveway improvements. We are available at your convenience to discuss any questions you may have with the status of this project.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 3/12/01 Claim # _____ Check \$ 2,149.93

Vendor No. _____
 Vendor Name SHIMEK, JACOBS & FINKEA, L.L.P.
 Address 8333 DOUGLAS Ave., #820
 Address DALLAS, TEXAS 75225-5816
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
2000190(122)	01	411	56570			2,149.93

TOTAL 2,149.93

EXPLANATION DRIVEWAY IMPROVEMENTS ON MIDWAY
RD. @ BELT LINE RD. - DESIGN

Nik E. Murphy
 Authorized Signature

 Finance

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: February 23, 2001

Statement No. 2000190 (122)

Services through January 31, 2001,
in connection with driveway improvements
off Midway Road, just north of Beltline Road

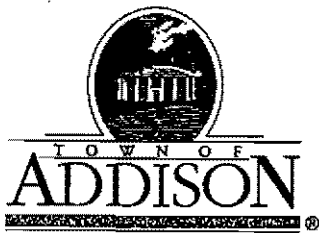
Time of Personnel:

Engineer	6.0 Hrs.	\$ 866.23
AutoCAD Tech I	15.5 Hrs.	<u>1,283.70</u>
		\$ 2,149.93
		=====

*O.K. to PAY,
SZC.*

Previous Billings	\$ 440.00
Current Billing	<u>2,149.93</u>
Total	\$ 2,589.93

MAILED
on
2/8/01



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

February 8, 2001

Mr. John Birkhoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, Suite 820
Dallas, Texas 75225

Re: Driveway Improvements at Midway Rd. and Belt Line Rd.

Dear John:

Our staff met at the above-mentioned site on February 7, 2001 to discuss the proposed driveway improvements and general project scope with the affected property owner. The owner, Mr. Su, concurred with the schematic drawing you submitted to the Town, with the following clarifications to a subsequent design:

- a. The proposed pavement should be placed on a 1/4" per ft. slope.
- b. The Town of Addison will require written authorization from the owner to perform the proposed improvements within a temporary construction easement.
- c. The engineer will prepare final drawings and specifications for bidding the project.

Please accept this correspondence as your authorization to proceed with final design and preparation of a temporary construction easement.

Should you have any questions, please let me know.

Sincerely,

Steve Chutchian, P.E.
Assistant City Engineer

Cc: Mike Murphy, Director of Public Works
Jim Pierce, Assistant Director of Public Works
Jim Wilson, Project Engineer

HP LaserJet 3200se



TOALASERJET 3200
9724502837
FEB-8-2001 16:21

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
41	2/ 8/2001	16:20:52	Send	92143610204	0:46	1	OK



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-0010

972 450-2871
16001 Waugwitz

February 8, 2001

Mr. John Burkoff, P.E.
Shimek, Jacobs & Finklea, L.L.P.
8333 Douglas Avenue, Suite 820
Dallas, Texas 75225

Re: Driveway Improvements at Midway Rd. and Belt Line Rd.

Dear John:

Our staff met at the above-mentioned site on February 7, 2001 to discuss the proposed driveway improvements and general project scope with the affected property owner. The owner, Mr. Su, concurred with the schematic drawing you submitted to the Town, with the following clarifications to a subsequent design:

- a. The proposed pavement should be placed on a 1/2" per ft. slope.
- b. The Town of Addison will require written authorization from the owner to perform the proposed improvements within a temporary construction easement.
- c. The engineer will prepare final drawings and specifications for bidding the project.

Please accept this correspondence as your authorization to proceed with final design and preparation of a temporary construction easement.

Should you have any questions, please let me know.

Sincerely,


Steve Chutebian, P.E.
Assistant City Engineer

cc: Mike Murphy, Director of Public Works
Jim Pierce, Assistant Director of Public Works
Jim Wilson, Project Engineer

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
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GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

October 23, 2000

Mr. James C. Pierce, Jr., P.E., DEE
Assistant Director of Public Works
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Engineering Services Agreement
Driveway Study
Midway at Beltline

Dear Mr. Pierce:

In accordance with your request, we propose to furnish engineering services to study widening the driveway approach to the businesses at the northwest corner of the intersection of Beltline Road and Midway Road. Our services will include the following:

1. Field surveys of the shopping center and a portion of the Exxon Station. Field surveys will include such details as parking lot stripes and will include a portion of Midway Road.
2. Topographic plots will be generated of existing conditions and proposed improvement.
3. Cross-sections of the driveway approach.
4. Contour of pavement with improvement.
5. Quantity takeoff and formulation of an opinion of probable construction cost.
6. Meeting with the staff to discuss the alternate
7. Letter report summarizing the findings.

We propose to be compensated the basis of salary cost times a multiplier of 2.3 with expenses at invoice cost times 1.15. Field surveys will compensated at \$110.00 per hour. We recommend a budget of \$7,500.00 be established for these services.

Mr. James C. Pierce, Jr., P.E., DEE
Town of Addison
10/23/00
Page 2 of 2

If you are in agreement with our proposal, please have one copy of this letter agreement executed by the Town of Addison and return one copy to our office. We will commence our services at your direction.

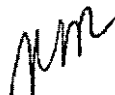
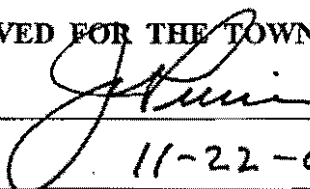
Sincerely



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: _____



Date: _____

11-22-00



LETTER OF TRANSMITTAL

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001-9010
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	11-22-00	JOB NO.
ATTENTION		
RE: Addison Beltway Joint Venture Shopping Center N.W. Corner of Midway & Belt Line Rd		

TO John Birkhoff
Shimels, Jacobs & Finklea

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Contract for Engineering Services Driveway Approach

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

Please consider this your notice to proceed. Please coordinate your work with Steve Chutchian, Assistant City Engineer

COPY TO Steve Chutchian

SIGNED:

If enclosures are not as noted, please notify us at once.

HP LaserJet 3200se



TOALASERJET 3200
9724502837
FEB-8-2001 15:24

Fax Activity Log

Job	Date	Time	Type	Identification	Duration	Pages	Result
1	2/ 7/2001	11:26:41	Send	99727160834	0:44	1	OK
2	2/ 7/2001	11:31:51	Receive	2147878626	1:21	1	OK
3	2/ 7/2001	11:33:39	Receive		0:27	1	OK
4	2/ 7/2001	11:47:03	Receive	2145470163	0:29	1	OK
5	2/ 7/2001	11:56:45	Receive	214 6340236	1:35	3	OK
6	2/ 7/2001	12:03:21	Receive		0:40	1	OK
7	2/ 7/2001	13:05:16	Send	99727160834	0:49	1	OK
8	2/ 7/2001	14:57:21	Receive	9724229936	0:35	2	OK
9	2/ 7/2001	15:51:55	Send	99727160834	0:48	1	OK
10	2/ 7/2001	16:10:09	Receive	9722623128	0:32	1	OK
11	2/ 7/2001	16:14:21	Receive	817 831 9407	0:32	1	OK
12	2/ 7/2001	16:21:27	Receive	817 274 3610	0:33	1	OK
13	2/ 7/2001	16:22:52	Send	92145470163	0:00	0	Busy
14	2/ 7/2001	16:24:16	Send	92145470163	1:02	1	OK
15	2/ 7/2001	16:53:38	Send	99727160834	0:49	1	OK
16	2/ 7/2001	18:59:15	Receive	csid00123	0:35	1	OK
17	2/ 8/2001	06:15:03	Receive	MCC	0:52	1	OK
18	2/ 8/2001	08:25:45	Send	918002539602	0:00	0	Busy
19	2/ 8/2001	08:27:09	Send	918002539602	0:47	1	OK
20	2/ 8/2001	08:37:32	Send	92143733333	0:11	0	Stop
21	2/ 8/2001	08:38:18	Send	99723872644	2:13	2	OK
22	2/ 8/2001	10:39:24	Send	918178319407	1:02	1	OK
23	2/ 8/2001	10:46:09	Receive	PERRY JOHNSON	1:26	1	OK
24	2/ 8/2001	11:03:15	Receive		0:38	0	No Fax Detected
25	2/ 8/2001	11:44:15	Send	99727160834	0:47	1	OK
26	2/ 8/2001	12:19:45	Receive		0:38	0	No Fax Detected
27	2/ 8/2001	12:30:27	Receive	+1 (214) 638-2374	0:33	1	OK
28	2/ 8/2001	12:35:12	Send	99727160834	0:46	1	OK
29	2/ 8/2001	12:57:16	Send	918002539602	0:48	1	OK
30	2/ 8/2001	14:40:57	Receive	9729316190	3:08	5	OK
31	2/ 8/2001	15:09:01	Send	912143610204	0:00	0	Busy
32	2/ 8/2001	15:10:40	Send	912143610204	0:00	0	Busy
33	2/ 8/2001	15:16:14	Send	912143610204	0:00	0	Busy
34	2/ 8/2001	15:17:38	Send	92143610204	0:00	0	Busy
35	2/ 8/2001	15:19:02	Send	92143610204	2:16	6	OK
36	2/ 8/2001	15:21:48	Send	912143610204	0:14	0	Stop

SUSCO INVESTMENTS

P O Box 962 16601 Addison Rd Ste#107
Addison, TX 75001 Dallas, TX 75248

Tel: (972) 931-6199 Fax: (972) 931-6190

September 14, 2000

Mr. James C. Pierce, Jr.
Assistant City Engineer, The Town of Addison
P O Box 9010
Addison, Texas 75001

10:30 wld.

RE: Irrigation and landscaping damages at the Exxon Station, 4191 Beltline, Addison

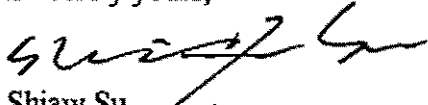
Dear Mr. Pierce:

Thank you for kindly returning my phone call concerning the above referenced matter on Monday, September 11, 2000. This letter is to summarize the results of our telephone conversation as follows:

1. There was a misunderstanding with regard to the so-called "a request to repair the irrigation and replace landscaping that was affected by the construction along Midway and Belt Line Road at the Exxon Station." as stated in your first letter dated July 28, 2000. You stated that there was no such a request received so far.
2. The property owner, Addison Beltway Joint Venture One, has not submitted any requests for damage compensation to the Town of Addison, except for the amount as previously agreed upon in the Release agreement.
3. The "Release" as referred in your second letter dated September 6, 2000, which shall release the Town of Addison and DART from any claims related to damage to its landscaping and sprinkler system during the construction of the right-of-way, covers **only** the improvements made by the property owner.
4. Any improvements made by Exxon are Exxon's personal property and shall not be included in the "Release".

If any of the above understandings is incorrect, please let me know. Please also advise if the Town of Addison has made any decision with regard to the modification of two entrances to our Center from Midway and Beltline Road. The current constructions appear to have created some traffic hazards to the motorists entering and/or leaving our Center.

Sincerely yours,


Shiaw Su
Managing Trustee,
Addison Beltway Joint Venture One

only one is involved @ Midway Rd.

CC: Mike Maya, 16110 Dallas Parkway Suite 101, Dallas, TX 75248

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 2/2/01 Claim # _____ Check \$ 440.00

Vendor No. _____
 Vendor Name SHIMEK, JACOBS & FINKLEA, L.L.P.
 Address 8333 DOUGLAS AVENUE, # 820
 Address DALLAS, TEXAS
 Address _____
 Zip Code 75225-5816

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
2000190.055	41	000	56570	62301		440.00

TOTAL 440.00

EXPLANATION FIRST PAYMENT TO SHIMEK, JACOBS & FINKLEA FOR ENGINEERING SERVICES RELATED TO THE DESIGN/STUDY OF A DRIVEWAY AT MIDWAY RD. & BELTLINE

Steve Chute
 Authorized Signature

Finance

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010
Attention: Mr. Steve Chutchian

Date: January 19, 2001

Statement No. 2000190 (055)

Services through December 31, 2000,
in connection with driveway improvements
off Midway Road, just north of Beltline Road

Time of Personnel:

Survey	4.0 Hrs.	<u>\$ 440.00</u>
--------	----------	------------------

Previous Billings	\$ 0.00
Current Billing	<u>440.00</u>
Total	\$ 440.00



Public Works / Engineering
 16801 Westgrove • P.O. Box 9010
 Addison, Texas 75001-9010
 Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	11-22-00	JOB NO.
ATTENTION		
RE:	Addison Beltway Joint-Venture Shopping Center @ N.W. Corner of Midway & Belt Line Driveway Reconstruction	

TO Carmen Moran

GENTLEMAN:

- WE ARE SENDING YOU**
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Contract for Engineering Services with Shimick, Jacobs & Finklee

THESE ARE TRANSMITTED as checked below:

- For approval
- Approved as submitted
- Resubmit _____ copies for approval
- For your use
- Approved as noted
- Submit _____ copies for distribution
- As requested
- Returned for corrections
- Return _____ corrected prints
- For review and comment
- _____
- FOR BIDS DUE _____ 19_____
- PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: *J. Ruiz*

If enclosures are not as noted, please notify us at once.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

March 26, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Driveway at Beltline and Midway

Dear Mr. Chutchian:

We are enclosing three sets of final construction plans for the driveway replacement at the intersection of Midway Road and Beltline Road. We have formulated an opinion of probable construction cost in the range of \$55,000.00. We are also enclosing two copies of the field note description and plat for the easement on private property.

Our original scope of services for this project was limited to a study to determine various options for improvements to the driveway. The Town decided on the alternative they desired and confirmed that with the property owner. We proceeded with construction plans based on direction from the Town. We have now exceeded the contract amount for the study and will need to amend our contract for the additional services being rendered.

Before we can prepare a revised scope of services we need to know the direction the Town intends to follow for the completion of the project. The Town has a history of taking these small projects and receiving three quotes from contractors and proceeding with the work from construction plans. In these cases the Town has taken the responsibility during the bidding/proposal phase and the construction phase. The other route would be to complete bidding documents and publicly advertise the project with the involvement of our firm.

Please notify us of the direction the Town intends to follow and we will prepare a scope of services accordingly. We are available at your convenience to discuss any questions you may have with the status of this project.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

DON'T USE
THESE
DESCRIPTIONS -
CHANGE to
TEMP. CONSTR.
EASEMENTS

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
DRIVEWAY EASEMENT
ON
ADDISON BELTWAY JOINT VENTURE ONE



BEING a driveway easement in the W.H. Witt Survey, Abstract No. 1609, Dallas County, Texas and being on part of Lots 1 (0.5187 acres) and 3 (1.152 acres) of the Goff Addition an Addition in the Town Of Addison filed for record in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, said Lots 1 and 3 being conveyed to Addison Beltway Joint Venture One by a deed filed for record in Volume 84005, Page 6871, of the Deed Records of Dallas County, Texas, said driveway easement being more particularly described as follows:

BEGINNING at a point at the southeast corner of said Lot 3 and the northeast corner of said Lot 1, said point being in the west right-of-way of Midway Road, said point also being N 4°12'43" E, 99.01 feet from a found X in the west right-of-way of said Midway Road, said X being at a point of curvature of a curve to the right in said west right-of-way of said Midway Road, said curve having a radius of 66.50 feet and a chord bearing, distance of S 45°13'33" W, 93.62 feet;

THENCE S 8°56'00" W, along the east line of said Lot 1 and said west right-of-way of said Midway Road for a distance of 3.44 feet to a point for corner;

THENCE N 87°02'30" W, a distance of 18.17 feet to a point for corner;

THENCE N 38°25'07" W, a distance of 4.48 feet to a point for corner;

THENCE N 26°00'47" W, a distance of 13.30 feet to point for a corner;

THENCE N 43°53'21" W, a distance of 21.93 feet to a point for corner;

THENCE N 17°53'23" E, a distance of 15.52 feet to point for a corner;

THENCE N 54°10'11" E, a distance of 44.05 feet to point for a corner;

THENCE N 84°51'54" E, a distance of 23.71 feet to a point for corner, said point being in the east line of said Lot 3 and in said west right-of-way of said Midway Road, said point being S 18°37'20" W, 0.31 feet from a found X at a right-of-way corner in said west right-of-way of said Midway Road;

THENCE S 18°37'20" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 60.78 feet to a point for corner;

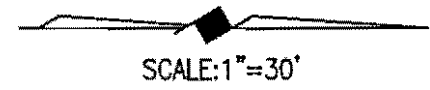
THENCE S 8°56'00" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road for a distance of 14.07 feet to the Point of Beginning and containing 2,706.44 square feet (0.0621 acres) of land.

Also a temporary construction easement being 15 feet in width and being adjacent to and parallel with the south, west and north lines of above described easement.

03/26/01 RJL SCALE: 1"=30' H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-JOINT.DWG

BELT LINE ROAD

CENTURION WAY



LOT 1
0.5187 AC.

W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6871

LOT 3
1.152 AC.

N 43°53'21" W - 21.93'
N 26°00'47" W - 13.30'

N 17°53'23" E - 15.52'

2,706.44 SQ. FT.
0.0621 ACRES

15' TEMP. CONST. ESM'T.

'X' FOUND
IN CONC.

N 38°25'07" W - 4.48'
N 87°02'30" W - 18.17'

N 54°10'11" E - 44.05'

N 4°12'43" E - 99.01'

N 84°51'54" E - 23.71'

S 8°56'00" W - 3.44'

'X' FOUND
IN CONC.

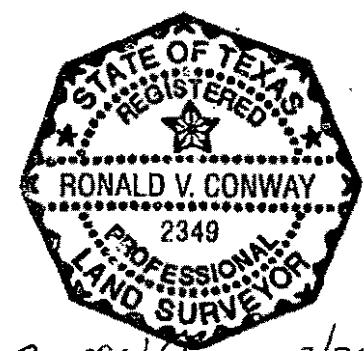
S 18°37'20" W - 60.78'

POINT OF
BEGINNING

S 8°56'00" W - 14.07'

S 18°37'20" W
0.31'

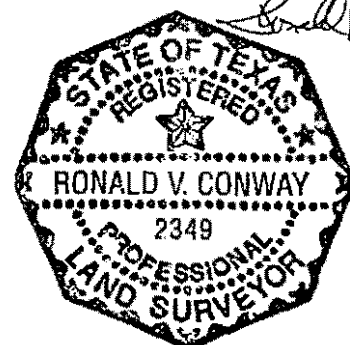
MIDWAY ROAD



Ronald V. Conway 3/26/01

TOWN OF ADDISON, TEXAS	
ADDISON BELTWAY JOINT VENTURE ONE BELT LINE RD. TO CENTURION WAY DRIVEWAY EASEMENT	
SHIMEK, JACOBS & FINKLEA, LLP. CONSULTING ENGINEERS 8333 Douglas Ave., Ste. 820 Dallas, TX 75225 (214) 361-7900	MARCH 2001
PLAT-ADDBELT	

TOWN OF ADDISON, TEXAS
 FIELD NOTE DESCRIPTION
 FOR
 DRIVEWAY EASEMENT
 ON
 ADDISON BELTWAY JOINT VENTURE ONE



BEING a driveway easement in the W.H. Witt Survey, Abstract No. 1609, Dallas County, Texas and being on part of Lots 1 (0.5187 acres) and 3 (1.152 acres) of the Goff Addition an Addition in the Town Of Addison filed for record in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, said Lots 1 and 3 being conveyed to Addison Beltway Joint Venture One by a deed filed for record in Volume 84005, Page 6871, of the Deed Records of Dallas County, Texas, said driveway easement being more particularly described as follows:

BEGINNING at a point at the southeast corner of said Lot 3 and the northeast corner of said Lot 1, said point being in the west right-of-way of Midway Road, said point also being N 4°12'43" E, 99.01 feet from a found X in the west right-of-way of said Midway Road, said X being at a point of curvature of a curve to the right in said west right-of-way of said Midway Road, said curve having a radius of 66.50 feet and a chord bearing, distance of S 45°13'33" W, 93.62 feet;

THENCE S 8°56'00" W, along the east line of said Lot 1 and said west right-of-way of said Midway Road for a distance of 3.44 feet to a point for corner;

THENCE N 87°02'30" W, a distance of 18.17 feet to a point for corner;

THENCE N 38°25'07" W, a distance of 4.48 feet to a point for corner;

THENCE N 26°00'47" W, a distance of 13.30 feet to point for a corner;

THENCE N 43°53'21" W, a distance of 21.93 feet to a point for corner;

THENCE N 17°53'23" E, a distance of 15.52 feet to point for a corner;

THENCE N 54°10'11" E, a distance of 44.05 feet to point for a corner;

THENCE N 84°51'54" E, a distance of 23.71 feet to a point for corner, said point being in the east line of said Lot 3 and in said west right-of-way of said Midway Road, said point being S 18°37'20" W, 0.31 feet from a found X at a right-of-way corner in said west right-of-way of said Midway Road;

THENCE S 18°37'20" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road, a distance of 60.78 feet to a point for corner;

THENCE S 8°56'00" W, along said east line of said Lot 3 and said west right-of-way of said Midway Road for a distance of 14.07 feet to the Point of Beginning and containing 2,706.44 square feet (0.0621 acres) of land.

Also a temporary construction easement being 15 feet in width and being adjacent to and parallel with the south, west and north lines of above described easement.

03/26/01 RJL SCALE: 1=30 H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-JOINT.DWG

SCALE: 1"=30'

LOT 1
0.5187 AC.

W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6871

LOT 3
1.152 AC.

BELT LINE ROAD

CENTURION WAY

MIDWAY ROAD

N 43°53'21" W - 21.93'

N 26°00'47" W - 13.30'

N 17°53'23" E - 15.52'

2,706.44 SQ. FT.
0.0621 ACRES

15' TEMP. CONST. ESM'T.

'X' FOUND
IN CONC.

N 38°25'07" W - 4.48'

N 54°10'11" E - 44.05'

N 87°02'30" W - 18.17'

N 84°51'54" E - 23.71'

N 4°12'43" E - 99.01'

'X' FOUND
IN CONC.

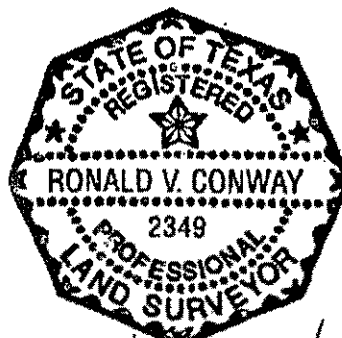
S 8°56'00" W - 3.44'

S 18°37'20" W - 60.78'

POINT OF
BEGINNING

S 8°56'00" W - 14.07'

S 18°37'20" W
0.31'



Ronald V. Conway 3/26/01

TOWN OF ADDISON, TEXAS	
ADDISON BELTWAY JOINT VENTURE ONE BELT LINE RD. TO CENTURION WAY DRIVEWAY EASEMENT	
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS 8333 Douglas Ave., Ste. 820 Dallas, TX 75225 (214) 361-7900	MARCH 2001
PLAT-ADDBELT	

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.

ROSS L. JACOBS, P.E.
I. C. FINKLEA, P.E.

March 14, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
P. O. Box 9010
Addison, Texas 75001-9010

Re: Midway/Beltline Road Driveway

Dear Mr. Chutchian:

We are enclosing two copies of the preliminary construction plans for the driveway improvements at the intersection of Midway Road and Beltline Road, for your review and comments. We have exceeded the limits required for a 1/4-inch per foot slope by squaring-off the improvements. The sections currently reflect the actual limits to make the improvements. If the limits are acceptable, we will revise the sections accordingly.

We are also enclosing one copy of the field note description and plat for the work outlined in the squared-off area. Please review the limits and the type of easement being called out. We have been unable to locate a Volume and Page on the Exxon tract. We will continue our search of the Dallas County Records. If you have any information on that tract, would you please forward it to us?

We are available at your convenience to discuss any questions you may have with the plans or easement descriptions.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
(DRIVEWAY EASEMENT)
ON
EXXON CORPORATION

BEING a driveway easement on part of a 0.5187 acre tract of land located in the W.H. Witt Survey, Abstract No. 1609, Lot 1, of the Goff Addition described in Volume 80005, Page 3044 of the Deed Records of Dallas County, Texas, an addition to the Town of Addison, Dallas County, Texas and conveyed to Exxon Corporation by deed now of record in Volume _____, Page _____, of the Deed Records of Dallas County, Tex, said tract of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being in the northeast corner of said 0.5187 acre tract and the being a southeast corner of tract of land conveyed to Addison Beltway Joint Venture One by deed now of record in Volume 84005, Page 6743, of the Deed Records of Dallas County, Texas and being in the west right-of-way of Midway Road;

THENCE, S 8° 56'00" W, along the east line of said 0.5187 acre tract and said west right-of-way line of said Midway Road for a distance of 5.06 feet to a point for corner;

THENCE, N 89° 51'55" W, a distance of 20.23 feet to point for a corner;

THENCE, N 00° 08'05" E, a distance of 5.00 feet to a point for corner in the north line of said 0.5187 acre tract and the south line of said Addison Beltway Joint Venture One tract;

THENCE, S 89° 51'55" E, along said north line of said 0.5187 acre tract and said south line of said Addison Beltway Joint Venture One tract for a distance of 21.00 feet to the Point of Beginning and containing 103.07 square feet (0.0024 acres) of land.

Also a temporary construction easement being 15 feet in width and being adjacent to and parallel with the south line and west lines of above described easement.

*BOTH EASEMENTS
ARE INCORRECT*

PRELIMINARY
FOR INTERIM REVIEW
 NOT FOR CONSTRUCTION PURPOSES
 NOT FOR BIDDING PURPOSES
 NOT FOR PERMIT PURPOSES

03/13/01 RJL SCALE: 1"=30' H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-EXXON.DWG

BELT LINE ROAD

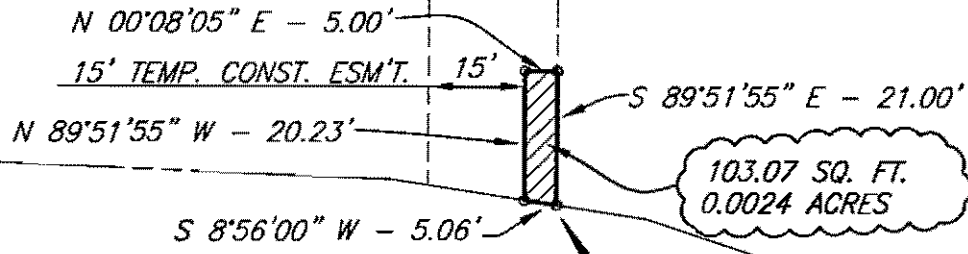
W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
EXXON CORPORATION
VOL. _____, PG. _____
LOT 1
0.5187 AC.

SCALE: 1"=30'

LOT LINE

ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6743
LOT 3
1.152 AC.

CENTURION WAY



POINT OF BEGINNING

MIDWAY ROAD

PRELIMINARY
FOR INTERIM REVIEW

NOT FOR CONSTRUCTION PURPOSES
NOT FOR BIDDING PURPOSES
NOT FOR PERMIT PURPOSES

TOWN OF ADDISON, TEXAS	
EXXON CORPORATION	
BELT LINE RD. TO CENTURION WAY	
DRIVEWAY EASEMENT	
SHIMEK, JACOBS & FINKLEA CONSULTING ENGINEERS	MARCH 2001 PLAT-EXXON

TOWN OF ADDISON, TEXAS
FIELD NOTE DESCRIPTION
FOR
(DRIVEWAY EASEMENT)
ON
ADDISON BELTWAY JOINT VENTURE ONE

BEING a driveway easement on part out of a 1.152 acre tract of land located in the W.H. Witt Survey, Abstract No. 1609, Lot 3, of the Goff Addition described in Volume 80005, Page 3044, an addition to the Town of Addison, Dallas County, Texas and conveyed to conveyed to Addison Beltway Joint Venture One by deed now of record in Volume 84005, Page 6743, of the Deed Records of Dallas County, Texas said driveway easement being more particularly described as follows:

BEGINNING at a point at the southeast corner of said 1.152 acre tract and the northeast corner of tract of land conveyed to Exxon Corporation and being Lot 1 in the said Goff Addition by a deed now of record in Volume 80005, Page 3044, of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Midway Road;

THENCE, N 89° 51'55" W, along the south line of said 1.152 acre tract and the north line of said Exxon Corporation tract for a distance of 42.81 feet to a point for corner;

THENCE, N 00° 08'05" E, a distance of 57.08 feet to point for a corner;

THENCE, S 89° 51'55" E, a distance of 22.83 feet to point for a corner;

THENCE, N 54° 18'24" E, a distance of 21.77 feet to point for a corner;

THENCE, N 85° 00'08" E, a distance of 23.95 feet to a point for corner, said point being in the east line of said 1.152 acre tract and in the west right-of-way of said Midway Road;

THENCE, S 18° 37'20" W, along said east line of said 1.152 acre tract and said west right-of-way of said Midway Road, a distance of 61.00 feet to a point for corner;

THENCE, S 8° 56'00" W, along said east line of said 1.152 acre tract and said west right-of-way of said Midway Road for a distance of 14.07 feet to the Point of Beginning and containing 3,268.23 square feet (0.0750 acres) of land.

Also a temporary construction easement being 15 feet in width and being adjacent to and parallel with the west line and north lines of above described easement.

PRELIMINARY

FOR INTERIM REVIEW

NOT FOR CONSTRUCTION PURPOSES
NOT FOR BIDDING PURPOSES
NOT FOR PERMIT PURPOSES

03/12/01 RJL SCALE: 1=30 H:\PROJECTS\ADDISON\2000-190\DEEDS\ADD-PLAT-JOINT.DWG

SCALE: 1"=30'

GOFF ADDITION
VOL. 80005, PG. 3044
EXXON CORPORATION
LOT 1
0.5187 AC.

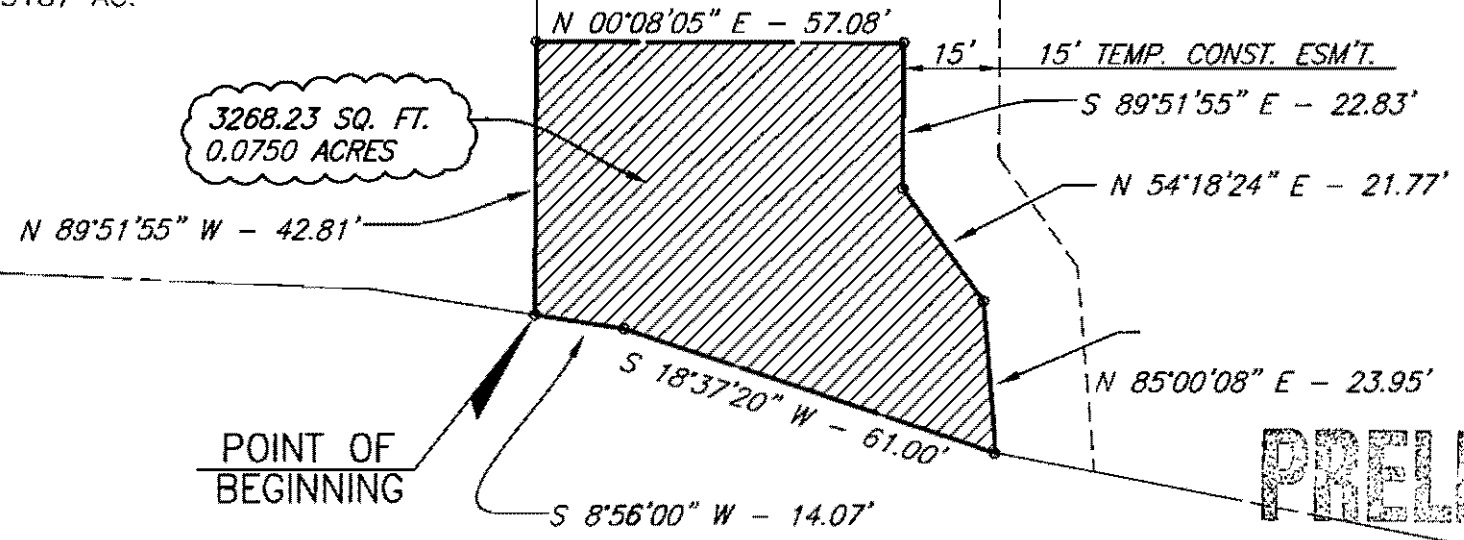
W.H. WITT SURVEY
ABST. NO. 1609
GOFF ADDITION
VOL. 80005, PG. 3044
ADDISON BELTWAY JOINT VENTURE ONE
VOL. 84005, PG. 6743
LOT 3
1.152 AC.

BELT LINE ROAD

CENTURION WAY

LOT LINE

3268.23 SQ. FT.
0.0750 ACRES



PRELIMINARY
FOR INTERIM REVIEW

NOT FOR CONSTRUCTION PURPOSES
NOT FOR BIDDING PURPOSES
NOT FOR PERMIT PURPOSES

MIDWAY ROAD

TOWN OF ADDISON, TEXAS	
ADDISON BELTWAY JOINT VENTURE ONE BELT LINE RD. TO CENTURION WAY DRIVEWAY EASEMENT	
SHIMEK, JACOBS & FINKLEA CONSULTING ENGINEERS	MARCH 2001 PLAT-ADDBELT

ADVERTISEMENT FOR BIDS

Bid # 01-28

The Town of Addison is requesting bids for **Driveway Paving Improvements at Belt Line and Midway**, Bid No. 01-28. Bids will be accepted until June 5, 2001 at 2:00pm, in the office of the Purchasing Coordinator, 5350 Belt Line Rd., Addison, Texas 75240 at which time they will be publicly opened and read aloud. Bids received after the designated time will not be considered and will be returned unopened.

The Town of Addison reserves the right to waive any formalities and to reject any or all bids and to select the bid deemed most advantageous to the City. For information contact the Purchasing Division at 972-450-7091. Specification information can be obtained at www.demandstar.com .

If you are not a member of DemandStar.com and wish to obtain a free copy of the bid specifications, you may pick one up at the Purchasing Division, 5350 Belt Line Road, Addison, Texas 75240.

Addison!

BID NUMBER 04-28

SPECIFICATIONS, CONTRACT DOCUMENTS AND PLANS
FOR THE CONSTRUCTION OF

DRIVEWAY PAVING IMPROVEMENTS

AT

BELTLINE AND MIDWAY

APPROVED

CONSTRUCTION SET

ISSUED BY

TOWN OF ADDISON

PUBLIC WORKS DEPARTMENT

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT

DATE: 5/13/04

PREPARED BY

SHIMMER JACOBS & HINKLEY LLP

CIVIL ENGINEERS

MEMBER OF AECOM

MAY 2004

Addison!

STEVEN Z. CHUTCHIAN, P.E.
Assistant City Engineer
(972) 450-2886
(972) 450-2837 FAX
(214) 673-2518 Mobile
schutchian@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

DATE -

5/3/01

CAN YOU REVIEW THE FINAL PLANS &
SPECS FOR THIS DRIVEWAY PROJECT,
& RETURN TO ME. THANKS!

Steve C.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/24/2001

PRODUCER (972)864-0400 FAX (972)278-8400
Davis-Dyer-Max, Inc.
P.O. Box 495429
Garland, TX 75049

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Jim Bowman Construction Co., L.P.
10209 Plano Rd.
Dallas, TX 75238

INSURER A: EMC Insurance Companies
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2D08787	12/12/2000	12/12/2001	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2E08787	12/12/2000	12/12/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2J08787 UMBRELLA	12/12/2000	12/12/2001	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2H08787	12/12/2000	12/12/2001	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Equipment floater	2C08787	12/12/2000	12/12/2001	Hired Equipment: \$200,000 Scheduled Equipment: \$290,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

REF: Driveway Paving Improvements at Beltline and Midway for Town of Addison, Texas
Town of Addison is additional insured on General Liability.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

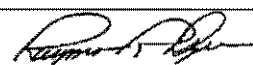
CANCELLATION

Town of Addison
P.O. Box 9010
Addison, TX 75001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Raymon Dyer/JKM



**SPECIFICATIONS, CONTRACT DOCUMENTS AND PLANS
FOR THE CONSTRUCTION OF
DRIVEWAY PAVING IMPROVEMENTS
AT
BELTLINE AND MIDWAY
FOR
TOWN OF ADDISON, TEXAS**

Prepared for:

**Town of Addison
P. O. Box 9010
Addison, Texas 75001**

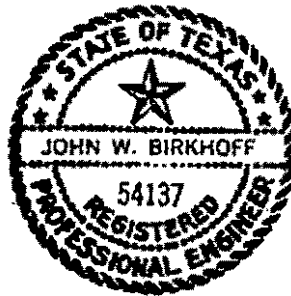
Prepared by:

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

May, 2001

TABLE OF CONTENTS

Section AB	Advertisement for Bids
Section IB	Instructions to Bidders
Section PF	Proposal Form
Section CA	Contract Agreement
Section PrB	Performance Bond
Section PyB	Payment Bond
Section MB	Maintenance Bond
Section BP	Contractor's Affidavit of Bills Paid
Section GP	General Provisions Standard Specifications for Public Works Construction, North Central Texas (separate document not furnished)
Section SP	Special Provisions



THESE DOCUMENTS ARE FOR BIDDING,
CONSTRUCTION AND PERMIT PURPOSES.

John W. Birkhoff

Date: 5/4/01

SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for **Driveway Paving Improvements at Beltline and Midway**, in the Town of Addison, Texas, hereinafter called "City" in accordance with specifications and contract documents prepared by Shimek, Jacobs & Finklea, L.L.P. will be received at the office of Bryan Langley, Assistant Finance Director, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, June 5, 2001**. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened. Unsigned bids will not be considered.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words **DRIVEWAY PAVING IMPROVEMENTS AT BELTLINE AND MIDWAY**, Bid No. 01-28.
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from Bryan Langley, Assistant Finance Director, Finance Building, 5350 Belt Line Road, Addison, Texas. There will be no fee or deposit for documents.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding or to secure bid documents, contact Bryan Langley at (972) 450-7090. For information on the work to be performed, call Steve Chutchian, P.E., Assistant City Engineer, Town of Addison (972) 450-2871 or John Birkhoff, Shimek, Jacobs & Finklea, L.L.P. (214) 361-7900.
9. The project consists of furnishing and installing perimeter fencing in accordance with the specifications.
10. Estimated quantities for major items include the following:

<u>Description</u>	<u>Quantity</u>
8" Reinforced Concrete Pavement	325 S.Y.
11. No Pre-Bid Conference will be held.

TOWN OF ADDISON, TEXAS

SECTION IB
INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS

- A. **PROJECT:** Driveway Paving Improvements at Beltline and Midway in the Town of Addison.
- B. **PROJECT DESCRIPTION:** This project consists of furnishing and installing 325 square yards of 8-inch reinforced concrete pavement in accordance with the specifications.
- C. **PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. **DOCUMENTS:** Documents include the Bidding Requirements, General Provisions, Special provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. **EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed of the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than four (4) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. **SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Request for substitutions must be received by the Consultant seven (7) calendar days prior to the established bid date.
- H. **ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be mailed, faxed or made available for pickup to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by U. S. Mail, facsimile, or available for pickup to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda has been acknowledged.

- I. **COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expenses, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. When bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- K. **SUBMITTAL OF BIDS:** Sealed proposal will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.
- L. **MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. **DISQUALIFICATION OF BIDDERS:** Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
- 1) Reason for believing collusion exists among the bidders.
 - 2) Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
 - 3) The Bidder or his surety being currently in any litigation against the Owner, or where such litigation is contemplated or imminent, in the sole opinion of Owner.
 - 4) The bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 5) Lack of competency, responsibility or financial capability as revealed by the bid questionnaires, financial statement, etc.
 - 6) Uncompleted work which in the judgement of the Owner shall prevent or hinder the prompt completion of additional work if awarded.
 - 7) Failure of bidder to use Owner's form of bid bond in submitting his bid, or submission of a cashier's check drawn on a state or national bank not located in the Owner's jurisdiction area.
 - 8) Unbalanced value of any bid items.

- N. **SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
- 1) A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 - 2) A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant.
 - 3) The bidder will be required to establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of themselves and proposed Subcontractors and suppliers to furnish and perform the Work. Bidder to provide experience record, including contact references (names and telephone) and dollar size of project.
- O. **AWARD:** The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and formalities.
- P. **EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.
- Q. **CONSTRUCTION SCHEDULE:** It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project.

In no instance shall the number of calendar days for completion of the work measured from the proposed date of beginning exceed **Forty-Five (45)** calendar days.

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

\$240.00 per Calendar Day

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

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

- T. **BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond each in the amount of 100% of the contract will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.
- U. **BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- V. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. **CONSTRUCTION STAKING:** Benchmarks and horizontal control are shown on the plans. The Town of Addison will conduct Quality Control Surveys as they determine necessary.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
- 1) A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2) A Consent of Surety Company to Final Payment.
 - 3) A complete set of Record Drawings which indicate all construction variations from the original construction documents.
 - 4) A two (2) year Maintenance Bond in the amount of one hundred percent (100%) of the contract in accordance with Section MB.

END OF SECTION IB

SECTION PF
PROPOSAL FORM

BID FORM

June 5, 2001

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: _____
Jim Bowman, General Manager

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. 1 5/30/01
- Addendum No. 2 _____
- Addendum No. 3 _____

TOWN OF ADDISON, TEXAS
Driveway Paving Improvements at Beltline and Midway
Bid No. 01-28

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	340	S.Y.	Concrete Pavement Removal and Disposal, including Curb complete, the sum of _____ Forty-Two _____ _____ Dollars and _____ No _____ Cents per Square Yard	\$ 42.00	\$ 14,280.00
2	165	S.F.	Concrete Sidewalk Removal and Disposal complete, the sum of _____ One _____ _____ Dollars and _____ No _____ Cents per Square Foot	\$ 1.00	\$ 165.00
3	325	S.Y.	Furnishing and Installing 8-Inch Reinforced Concrete Pavement complete in place, the sum of _____ Forty-Three _____ _____ Dollars and _____ No _____ Cents per Square Yard	\$ 43.00	\$ 13,975.00
4	155	L.F.	Furnishing and Installing 6-Inch Monolithic Curb complete in place, the sum of _____ Two _____ _____ Dollars and _____ Fifty _____ Cents per Linear Foot	\$ 2.50	\$ 387.50
5	340	S.Y.	Furnishing and Installing 6-Inch Compacted Subgrade, including Excavation complete in place, the sum of _____ Three _____ _____ Dollars and _____ No _____ Cents per Square Yard	\$ 3.00	\$ 1,020.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	56	S.F.	Furnishing and Installing 4-Inch Reinforced Concrete Sidewalk complete in place, the sum of _____ Four _____ Dollars and _____ No Cents per Square Foot	\$ 4.00	\$ 224.00
7	98	S.F.	Furnishing and Installing Reinforced Concrete Barrier Free Ramp complete in place, the sum of _____ Six _____ Dollars and _____ No Cents per Square Foot	\$ 6.00	\$ 588.00
8	50	L.F.	Furnishing and Installing 4-Inch Wide White Stripe complete in place, the sum of _____ Eight _____ Dollars and _____ No Cents per Linear Foot	\$ 8.00	\$ 400.00
9	60	L.F.	Removing Existing Retaining Wall complete, the sum of _____ Fifteen _____ Dollars and _____ No Cents per Linear Foot	\$ 15.00	\$ 900.00
10	35	L.F.	Reconstructing Retaining Wall complete in place, the sum of _____ Forty _____ Dollars and _____ No Cents per Linear Foot	\$ 40.00	\$ 1,400.00
TOTAL AMOUNT BID (Items 1 Through 10)					\$ 33,339.50

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

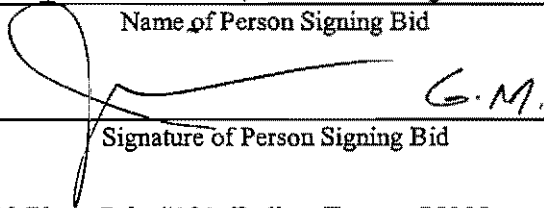
Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the OWNER's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies,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

Jim Bowman Construction Company, L.P.

Contractor

Jim Bowman, General Manager

Name of Person Signing Bid



Signature of Person Signing Bid

10209 Plano Rd., #101, Dallas, Texas 75238

Address

(214) 349-2884

Telephone No.

(214) 349-2887

Fax No.

75-1932206

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

A Partnership

By Jim Bowman Construction Company, L.P. (Seal)
(Firm Name)

Jim Bowman, General Manager
(General Partner)

doing business as _____

Business address: 10209 Plano Rd., #101

Dallas, Texas 75238

Phone No. (214) 349-2884

SECTION CA
CONTRACT AGREEMENT

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 26th day of June, 2001, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and **Jim Bowman Construction Company, L.P.** of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

Driveway Paving Improvements at Beltline and Midway

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, to complete the work within **Forty-Five (45)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Thirty-Three Thousand, Three Hundred Thirty-Nine Dollars and 50/100 (\$33,339.50) 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.

SECTION PrB
PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Jim Bowman Construction Company, L.P.
(hereinafter called the Principal), as Principal, and First National Insurance Company of America
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of Thirty-Three Thousand, Three Hundred Thirty-Nine
and 50/100 Dollars (\$ 33,339.50) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
26th day of June, 2001 to

Driveway Paving Improvements at Beltline and Midway

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the work in accordance with the plans, specifications and contract
documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 24th
day of July, 2001.

Denise Castells

Allen Crum

Jim Bowman Construction Company, L.P.
(Principal)

By: [Signature]
Jim Bowman, General Manager

First National Insurance Company of America
(Surety)

By: [Signature]
Raymon R. Dyer (Attorney-in-Fact)

SECTION PyB
PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Jim Bowman Construction Company, L.P.
(hereinafter called the Principal), as Principal, and First National Insurance Company of America
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of Thirty-Three Thousand, Three Hundred Thirty-Nine
and 50/100 Dollars (\$ 33,339.50) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
26th day of June 2001 to

Driveway Paving Improvements at Beltline and Midway

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 24th
day of July, 2001.

Denise Casella

Allen Crum

Jim Bowman Construction Company, L.P.
(Principal)

By: [Signature]

Jim Bowman, General Manager

First National Insurance Company of America
(Surety)

By: [Signature]

Raymon R. Dyer (Attorney-in-Fact)

SECTION MB
MAINTENANCE BOND

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

That Jim Bowman as principal and Jim Bowman Construction Company, L.P.
, a corporation organized under the laws of Texas
and First National Insurance Company of America as sureties, said sureties being authorized to do business in the
State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of
Addison, a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as
Addison, Dallas County, Texas, the sum of
Thirty-Three Thousand, Three Hundred Thirty-Nine and 50/100

(\$33,339.50) 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

Jim Bowman Construction Company, L.P.

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

Driveway Paving Improvements at Beltline and Midway

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 startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

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

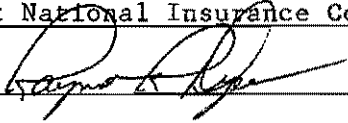
IN WITNESS WHEREOF, the said First National Insurance Company of America has caused these presents to be executed by Raymon R. Dyer and the said Raymon R. Dyer has hereunto set his hand this the _____ day of _____, 20 01

SURETY

PRINCIPAL

First National Insurance Co. of America

Jim Bowman Construction Company, L.P.



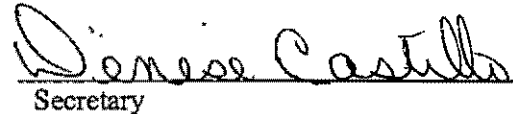
By: _____

Jim Bowman, General Manager

By: Raymon R. Dyer
Attorney in Fact

ATTEST

By: Davis-Dyer-Max, Inc.
Surety


Secretary

409 E. Centerville Rd.
Garland, Texas 75041
Agency and Address

NOTE: Date of Maintenance Bond must be same as date City acceptance.

333 Brooklyn Avenue N.E.
Seattle, WA 98105

No. 10543

NOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

.....RAYMON R. DYER; PERRY MAX; TAMMI ENTRIKEN; Garland, Texas.....

is true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of March, 1999

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for the purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

R.A. Pierson, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of JULY, 2001



R.A. Pierson

R.A. PIERSON, SECRETARY

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 Jim Bowman who, being
duly sworn, on oath, says that he is a legal representative of Jim Bowman Construction Company, L.P.
(full name of Contractor as in contract)

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

Driveway Paving Improvements at Beltline and Midway (Bid No. 01-28)

(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: Jim Bowman

General Manager

Title

Sworn to and subscribed before me this _____ day of _____, 2001.

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

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

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SECTION SP
SPECIAL PROVISIONS

SECTION SP

SPECIAL PROVISIONS

SP.1 LOCATION OF PROJECT

The location of the project is along the west side of Midway Road just north of Beltline Road in the Town of Addison, Texas. A location map is included in the Construction Plans.

SP.2 SCOPE OF WORK

The work under this contract includes furnishing and installing approximately 325 square yards of 8-inch reinforced concrete pavement.

SP.3 CONSTRUCTION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications. Working hours is 7:00 a.m. to 7:00 p.m., Monday through Saturday.

All work shall be completed within forty-five (45) calendar days.

SP.4 COPIES OF PLANS AND SPECIFICATIONS

Five (5) copies of the plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at a cost of \$50.00.

SP.5 REFERENCE SPECIFICATIONS

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

SP.6 TRADE NAMES AND MATERIALS

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

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

SP.7 PROJECT MAINTENANCE

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

SP.8 CLEANUP

During Construction: The Contractor shall at all times keep the jobsite as free from all disposable material, debris, and rubbish as is practicable, and shall remove same from any portion of the jobsite when it becomes objectionable or interferes with the progress of the project, in the opinion of the Engineer or the Owner. Broken pipe and other debris resulting from construction shall not be left on the site after the construction work is completed. During the construction the Contractor shall not damage improvements on public or private property, including shrubs, grass, pavement, walks, curbs and fences. In the event Contractor damages private property, Contractor shall immediately perform restoration at his own cost.

Video: Contractor shall make and provide to the Owner an original color, VHS format tape of existing conditions outside of lift station. The areas shall be narrated as to location. Video shall be provided to the Owner prior to actual construction work commencing. City Inspector shall be present during taping and take possession of tape when completed.

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

SP.9 PERMITS AND RIGHTS-OF-WAY

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

Electricians shall be registered with the Town's Building Department. The registration fee of \$60.00 shall be paid by the Contractor. Inspections from the Building Inspector shall be scheduled by Contractor, 24-hours prior to inspection.

SP.10 CLEAN AIR ACT AND CLEAN WATER ACT

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

SP.11 COORDINATION WITH OTHERS

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

SP.12 LIGHTS AND POWER

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

SP.13 WAGE RATES

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

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

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

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

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

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

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

PREVAILING WAGE RATES

GENERAL DECISION TX000045 02/11/00 TX45

General Decision Number TX000045

Superseded General Decision No. TX990045

State: TEXAS

Construction Type: **HIGHWAY**

County(ies):	COLLIN	GRAYSON	ROCKWALL
	DALLAS	JOHNSON	TARRANT
	DENTON	KAUFMAN	WICHITA
	ELLIS	PARKER	

Modification Number

Publication Date

0

02/11/2000

	<u>Rates</u>	<u>Fringes</u>
SUTX2043A 03/26/1998		
Air Tool Operator	\$ 9.00	
Asphalt Raker	9.55	
Asphalt Shoveler	8.80	
Batching Plant Weigher	11.51	
Carpenter	10.30	
Concrete Finisher – Paving	10.50	
Concrete Finisher – Structures	9.83	
Concrete Rubber	8.84	
Electrician	15.37	

	<u>Rates</u>	<u>Fringes</u>
Flagger	7.55	
Form Builder – Structures	9.82	
Form Liner – Paving & Curb	9.00	
Form Setter – Paving & Curb	9.24	
Form Setter – Structures	9.09	
Laborer – Common	7.32	
Laborer – Utility	8.94	
Mechanic	12.68	
Oiler	10.17	
Servicer	9.41	
Painter – Structures	11.00	
Pipe Layer	8.98	
Blaster	11.50	
Asphalt Distributor Operator	10.29	
Asphalt Paving Machine	10.30	
Broom or Sweeper Operator	8.72	
Bulldozer	10.74	
Concrete Curing Machine	9.25	
Concrete Finishing Machine	11.13	
Concrete Paving Joint Machine	10.42	
Concrete Paving Joint Sealer	9.00	
Concrete Paving Saw	10.39	
Concrete Paving Spreader	10.50	
Slipform Machine Operator	9.92	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel	11.04	
Foundation Drill Operator – Crawler Mounted	10.00	
Foundation Drill Operator – Truck Mounted	11.83	
Front End Loader	9.96	
Milling Machine Operator	8.62	
Mixer	10.30	
Motor Grader Operator – Fine Grade	11.97	
Motor Grade Operator	10.96	
Pavement Marking Machine	7.32	
Roller, Steel Wheel Plant-Mix Pavements	9.06	
Roller, Steel Wheel Other Flatwheel or Tamping	8.59	
Roller, Pneumatic, Self-Propelled	8.48	
Scraper	9.63	
Tractor – Crawler Type	10.58	
Tractor – Pneumatic	9.15	
Traveling Mixer	8.83	
Wagon – Drill, Boring Machine	12.00	
Reinforcing Steel Setter – Paving	13.21	
Reinforcing Steel Setter – Structures	13.31	
Steel Worker – Structural	14.80	
Spreader Box Operator	10.00	
Work Zone Barricade	7.32	
Truck Driver – Single Axle (Light)	8.965	
Truck Driver – Single Axle (Heavy)	9.02	
Truck Driver – Tandem Axle (Semi-Trailer)	8.77	
Truck Driver – Lowboy/Float	10.44	
Truck Driver – Transit Mix	9.47	
Truck Driver – Winch	9.00	
Vibrator Operator – Hand Type	7.32	

	<u>Rates</u>	<u>Fringes</u>
Welder	11.57	

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 (29 CFR 5.5(a) (1) (v)).

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

SP.14 CLAIMS FOR DAMAGES OR INJURY

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

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

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

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

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

SP.15 COOPERATION OF CONTRACTORS

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

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

SP.16 ANTITRUST

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

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

SP.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. Existing landscaping and irrigation shall be protected at all times.

SP.19 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SP.20 INSURANCE

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

- 1.0 The Contractor shall agree to furnish and maintain, during the contract period, insurance coverage meeting the following requirements:
 - 1.1 Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Contractual Liability must be maintained with respect to the Contractor's obligations contained in the contract. The policy must be amended to provide a per-project general aggregate limit of insurance of \$1,000,000 with respect to this contract.
 - 1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 by disease aggregate, \$100,000 by disease - per occurrence, \$100,000 per occurrence - each accident. (See attachment on Workers Compensation Commission rules)
 - 1.3 Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury an property damage, including owned, non-owned, and hired car coverage.
- 2.0 Contractor shall provide the following endorsements:
 - 2.1 Named insured wording which includes the Contractor and the Town of Addison with respect to general liability and automobile liability.
 - 2.2 All liability policies shall contain cross liability and severability of interest clause. -

- 2.3 A waiver of subrogation in favor of the Town of Addison with respect to the workers' compensation insurance.
- 2.4 The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- 2.5 The certificate shall notate the Project Name or Bid Number.
- 2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001.
- 3.0 All insurance shall be purchased from an insurance company who meets the following requirements:
 - 3.1 Is acceptable to the Town with regard to financial strength and stability.
 - 3.2 Licensed and admitted to do business in the State of Texas.
- 4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 4.1 The company is licensed and admitted to do business in the State of Texas.
 - 4.2 The company's forms have been approved by the Texas State Board of Insurance.
 - 4.3 Sets forth all endorsements as required above.
 - 4.4 The Town of Addison will receive at least sixty (60) days notice prior to cancellation or termination of the insurance.
- 5.0 Upon request, Contractor, shall furnish the Owner with:
 - a) certified copies of all insurance policies, and
 - b) valid Certificates of Insurance covering all subcontractors in accordance with the insurance requirements set forth herein for Contractor.

SP.21 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions

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

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

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code): Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators,

employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the Owner in writing by certified mail or personal delivery, within 10-days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

SP.22 RESOLUTION OF DISPUTES

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

SP.23 NON-DISCRIMINATION POLICY

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

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

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

SP.24 COMPLIANCE WITH IMMIGRATION LAWS

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

SP.25 COMPLIANCE WITH GENERAL RULES AND LAWS

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

SP.26 SHOP DRAWING

Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Town.

Shop drawings shall include all items to be installed in the project, including:

- Concrete Mix Designs (14-days minimum prior to pour)

SP.27 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

A. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

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

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

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

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

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

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

SP.28 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

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

No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property owner to do otherwise with such written permission being provided to the Town's inspector.

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

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

SP.29 EXCAVATION SAFETY SYSTEMS

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

A. General

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

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

B. Core Borings

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

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

C. Inspections

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

D. Measurement and Payment

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

SP.30 PROJECT VIDEO

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

SP.31 RECORD DRAWINGS

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

Submittal: At the completion of the project, and 14-days prior to request for final payment the Contractor shall deliver record drawings to the Owner which shall include the following:

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

SP.32 EXISTING STRUCTURES

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

SP.33 WATER FOR CONSTRUCTION

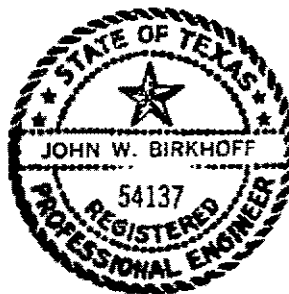
The Contractor shall make the necessary arrangements with the Town of Addison for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing or flushing. Water required for construction shall be paid for by the Contractor at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

SP.34 STAKING

Contractor shall provide and pay for staking to construct the project. The Town of Addison will provide control staking (benchmark and horizontal control point). Such control is shown in the Construction Plans.

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THESE DOCUMENTS ARE FOR BIDDING,
CONSTRUCTION AND PERMIT PURPOSES.

John W. Birkhoff

Date: 5/9/01

SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for **Driveway Paving Improvements at Beltline and Midway**, in the Town of Addison, Texas, hereinafter called "City" in accordance with specifications and contract documents prepared by Shimek, Jacobs & Finklea, L.L.P. will be received at the office of Bryan Langley, Assistant Finance Director, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on Tuesday, June 5, 2001**. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened. Unsigned bids will not be considered.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words **DRIVEWAY PAVING IMPROVEMENTS AT BELTLINE AND MIDWAY**, Bid No. 01-28.
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from Bryan Langley, Assistant Finance Director, Finance Building, 5350 Belt Line Road, Addison, Texas. There will be no fee or deposit for documents.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding or to secure bid documents, contact Bryan Langley at (972) 450-7090. For information on the work to be performed, call Steve Chutchian, P.E., Assistant City Engineer, Town of Addison (972) 450-2871 or John Birkhoff, Shimek, Jacobs & Finklea, L.L.P. (214) 361-7900.
9. The project consists of furnishing and installing perimeter fencing in accordance with the specifications.
10. Estimated quantities for major items include the following:

<u>Description</u>	<u>Quantity</u>
8" Reinforced Concrete Pavement	325 S.Y.
11. No Pre-Bid Conference will be held.

TOWN OF ADDISON, TEXAS

SECTION IB
INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS

- A. PROJECT: Driveway Paving Improvements at Beltline and Midway in the Town of Addison.
- B. PROJECT DESCRIPTION: This project consists of furnishing and installing 325 square yards of 8-inch reinforced concrete pavement in accordance with the specifications.
- C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed of the performance of the Work; the character 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 of Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than four (4) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Request for substitutions must be received by the Consultant seven (7) calendar days prior to the established bid date.
- H. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be mailed, faxed or made available for pickup to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by U. S. Mail, facsimile, or available for pickup to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda has been acknowledged.

- I. **COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expenses, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. When bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- K. **SUBMITTAL OF BIDS:** Sealed proposal will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.
- L. **MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. **DISQUALIFICATION OF BIDDERS:** Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
- 1) Reason for believing collusion exists among the bidders.
 - 2) Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
 - 3) The Bidder or his surety being currently in any litigation against the Owner, or where such litigation is contemplated or imminent, in the sole opinion of Owner.
 - 4) The bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 5) Lack of competency, responsibility or financial capability as revealed by the bid questionnaires, financial statement, etc.
 - 6) Uncompleted work which in the judgement of the Owner shall prevent or hinder the prompt completion of additional work if awarded.
 - 7) Failure of bidder to use Owner's form of bid bond in submitting his bid, or submission of a cashier's check drawn on a state or national bank not located in the Owner's jurisdiction area.
 - 8) Unbalanced value of any bid items.

N. **SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:

- 1) A designation of the portions of the Work proposed to be performed by the bidder with his own force.
- 2) A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant.
- 3) The bidder will be required to establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of themselves and proposed Subcontractors and suppliers to furnish and perform the Work. Bidder to provide experience record, including contact references (names and telephone) and dollar size of project.

O. **AWARD:** The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and formalities.

P. **EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

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

In no instance shall the number of calendar days for completion of the work measured from the proposed date of beginning exceed **Forty-Five (45)** calendar days.

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

\$240.00 per Calendar Day

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

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

- T. **BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond each in the amount of 100% of the contract will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.
- U. **BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- V. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. **CONSTRUCTION STAKING:** Benchmarks and horizontal control are shown on the plans. The Town of Addison will conduct Quality Control Surveys as they determine necessary.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
- 1) A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2) A Consent of Surety Company to Final Payment.
 - 3) A complete set of Record Drawings which indicate all construction variations from the original construction documents.
 - 4) A two (2) year Maintenance Bond in the amount of one hundred percent (100%) of the contract in accordance with Section MB.

END OF SECTION IB

SECTION PF
PROPOSAL FORM

BID FORM

_____, 2001

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

Gentlemen:

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

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

TOWN OF ADDISON, TEXAS
Driveway Paving Improvements at Beltline and Midway
Bid No. 01-28

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	340	S.Y.	Concrete Pavement Removal and Disposal, including Curb complete, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
2	165	S.F.	Concrete Sidewalk Removal and Disposal complete, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
3	325	S.Y.	Furnishing and Installing 8-Inch Reinforced Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
4	155	L.F.	Furnishing and Installing 6-Inch Monolithic Curb complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
5	340	S.Y.	Furnishing and Installing 6-Inch Compacted Subgrade, including Excavation complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	56	S.F.	Furnishing and Installing 4-Inch Reinforced Concrete Sidewalk complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
7	98	S.F.	Furnishing and Installing Reinforced Concrete Barrier Free Ramp complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
8	50	L.F.	Furnishing and Installing 4-Inch Wide White Stripe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
9	60	L.F.	Removing Existing Retaining Wall complete, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
10	35	L.F.	Reconstructing Retaining Wall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
TOTAL AMOUNT BID (Items 1 Through 10)					

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

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

Name of Person Signing Bid

Signature of Person Signing Bid

Address

Telephone No.

Fax No.

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

An Individual

By _____
(Individual's Name)

(Seal)

doing business as _____

Business address: _____

Phone No. _____

A Partnership

By _____
(Firm Name)

(Seal)

(General Partner)

doing business as _____

Business address: _____

Phone No. _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

AGREEMENT

STATE OF _____

COUNTY OF _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its 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:

Driveway Paving Improvements at Beltline and Midway

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, to complete the work within **Forty-Five (45)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

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

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

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Ron Whitehead, City Manager

By: _____
Carmen Moran, City Secretary

(CONTRACTOR)

ATTEST:

By: _____

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 _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2001 to

Driveway Paving Improvements at Beltline and Midway

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the work in accordance with the plans, specifications and contract
documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 2001.

(Principal)
By: _____

(Surety)
By: _____
(Attorney-in-Fact)

SECTION PyB
PAYMENT BOND

SECTION MB
MAINTENANCE BOND

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

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

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

This obligation is conditioned, however, that whereas said

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

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

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

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

IN WITNESS WHEREOF, the said _____ has caused these presents to be
executed by _____ and the said _____ has hereunto set his
hand this the _____ day of _____, 20 01

SURETY

PRINCIPAL

By: _____

By: _____
Attorney in Fact

ATTEST

By: _____
Surety

Secretary

Agency and Address

NOTE: Date of Maintenance Bond must be same as date City acceptance.

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 _____, 2001.

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

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

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SECTION SP
SPECIAL PROVISIONS

SECTION SP

SPECIAL PROVISIONS

SP.1 LOCATION OF PROJECT

The location of the project is along the west side of Midway Road just north of Beltline Road in the Town of Addison, Texas. A location map is included in the Construction Plans.

SP.2 SCOPE OF WORK

The work under this contract includes furnishing and installing approximately 325 square yards of 8-inch reinforced concrete pavement.

SP.3 CONSTRUCTION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications. Working hours is 7:00 a.m. to 7:00 p.m., Monday through Saturday.

All work shall be completed within forty-five (45) calendar days.

SP.4 COPIES OF PLANS AND SPECIFICATIONS

Five (5) copies of the plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at a cost of \$50.00.

SP.5 REFERENCE SPECIFICATIONS

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

SP.6 TRADE NAMES AND MATERIALS

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

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

SP.7 PROJECT MAINTENANCE

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

SP.8 CLEANUP

During Construction: The Contractor shall at all times keep the jobsite as free from all disposable material, debris, and rubbish as is practicable, and shall remove same from any portion of the jobsite when it becomes objectionable or interferes with the progress of the project, in the opinion of the Engineer or the Owner. Broken pipe and other debris resulting from construction shall not be left on the site after the construction work is completed. During the construction the Contractor shall not damage improvements on public or private property, including shrubs, grass, pavement, walks, curbs and fences. In the event Contractor damages private property, Contractor shall immediately perform restoration at his own cost.

Video: Contractor shall make and provide to the Owner an original color, VHS format tape of existing conditions outside of lift station. The areas shall be narrated as to location. Video shall be provided to the Owner prior to actual construction work commencing. City Inspector shall be present during taping and take possession of tape when completed.

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

SP.9 PERMITS AND RIGHTS-OF-WAY

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

Electricians shall be registered with the Town's Building Department. The registration fee of \$60.00 shall be paid by the Contractor. Inspections from the Building Inspector shall be scheduled by Contractor, 24 hours prior to inspection.

SP.10 CLEAN AIR ACT AND CLEAN WATER ACT

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

SP.11 COORDINATION WITH OTHERS

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

SP.12 LIGHTS AND POWER

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

SP.13 WAGE RATES

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

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

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

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

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

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

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

PREVAILING WAGE RATES

GENERAL DECISION TX000045 02/11/00 TX45

General Decision Number TX000045

Superseded General Decision No. TX990045

State: TEXAS

Construction Type: **HIGHWAY**

County(ies):	COLLIN	GRAYSON	ROCKWALL
	DALLAS	JOHNSON	TARRANT
	DENTON	KAUFMAN	WICHITA
	ELLIS	PARKER	

<u>Modification Number</u>	<u>Publication Date</u>
0	02/11/2000

	<u>Rates</u>	<u>Fringes</u>
SUTX2043A 03/26/1998		
Air Tool Operator	\$ 9.00	
Asphalt Raker	9.55	
Asphalt Shoveler	8.80	
Batching Plant Weigher	11.51	
Carpenter	10.30	
Concrete Finisher – Paving	10.50	
Concrete Finisher – Structures	9.83	
Concrete Rubber	8.84	

	<u>Rates</u>	<u>Fringes</u>
Electrician	15.37	
Flagger	7.55	
Form Builder – Structures	9.82	
Form Liner – Paving & Curb	9.00	
Form Setter – Paving & Curb	9.24	
Form Setter – Structures	9.09	
Laborer – Common	7.32	
Laborer – Utility	8.94	
Mechanic	12.68	
Oiler	10.17	
Servicer	9.41	
Painter – Structures	11.00	
Pipe Layer	8.98	
Blaster	11.50	
Asphalt Distributor Operator	10.29	
Asphalt Paving Machine	10.30	
Broom or Sweeper Operator	8.72	
Bulldozer	10.74	
Concrete Curing Machine	9.25	
Concrete Finishing Machine	11.13	
Concrete Paving Joint Machine	10.42	
Concrete Paving Joint Sealer	9.00	
Concrete Paving Saw	10.39	
Concrete Paving Spreader	10.50	
Slipform Machine Operator	9.92	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel	11.04	
Foundation Drill Operator – Crawler Mounted	10.00	
Foundation Drill Operator – Truck Mounted	11.83	
Front End Loader	9.96	
Milling Machine Operator	8.62	
Mixer	10.30	
Motor Grader Operator – Fine Grade	11.97	
Motor Grade Operator	10.96	
Pavement Marking Machine	7.32	
Roller, Steel Wheel Plant-Mix Pavements	9.06	
Roller, Steel Wheel Other Flatwheel or Tamping	8.59	
Roller, Pneumatic, Self-Propelled	8.48	
Scraper	9.63	
Tractor – Crawler Type	10.58	
Tractor – Pneumatic	9.15	
Traveling Mixer	8.83	
Wagon – Drill, Boring Machine	12.00	
Reinforcing Steel Setter – Paving	13.21	
Reinforcing Steel Setter – Structures	13.31	
Steel Worker – Structural	14.80	
Spreader Box Operator	10.00	
Work Zone Barricade	7.32	
Truck Driver – Single Axle (Light)	8.965	
Truck Driver – Single Axle (Heavy)	9.02	
Truck Driver – Tandem Axle (Semi-Trailer)	8.77	
Truck Driver – Lowboy/Float	10.44	
Truck Driver – Transit Mix	9.47	

	<u>Rates</u>	<u>Fringes</u>
Truck Driver – Winch	9.00	
Vibrator Operator – Hand Type	7.32	
Welder	11.57	

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 (29 CFR 5.5(a) (1) (v)).

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

SP.14 CLAIMS FOR DAMAGES OR INJURY

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

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

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

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

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

SP.15 COOPERATION OF CONTRACTORS

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

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

SP.16 ANTITRUST

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

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

SP.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. Existing landscaping and irrigation shall be protected at all times.

SP.19 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SP.20 INSURANCE

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

- 1.0 The Contractor shall agree to furnish and maintain, during the contract period, insurance coverage meeting the following requirements:
 - 1.1 Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Contractual Liability must be maintained with respect to the Contractor's obligations contained in the contract. The policy must be amended to provide a per-project general aggregate limit of insurance of \$1,000,000 with respect to this contract.
 - 1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 by disease aggregate, \$100,000 by disease - per occurrence, \$100,000 per occurrence - each accident. (See attachment on Workers Compensation Commission rules)
 - 1.3 Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- 2.0 Contractor shall provide the following endorsements:
 - 2.1 Named insured wording which includes the Contractor and the Town of Addison with respect to general liability and automobile liability.
 - 2.2 All liability policies shall contain cross liability and severability of interest clause.

- 2.3 A waiver of subrogation in favor of the Town of Addison with respect to the workers' compensation insurance.
- 2.4 The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- 2.5 The certificate shall notate the Project Name or Bid Number.
- 2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001.
- 3.0 All insurance shall be purchased from an insurance company who meets the following requirements:
 - 3.1 Is acceptable to the Town with regard to financial strength and stability.
 - 3.2 Licensed and admitted to do business in the State of Texas.
- 4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 4.1 The company is licensed and admitted to do business in the State of Texas.
 - 4.2 The company's forms have been approved by the Texas State Board of Insurance.
 - 4.3 Sets forth all endorsements as required above.
 - 4.4 The Town of Addison will receive at least sixty (60) days notice prior to cancellation or termination of the insurance.
- 5.0 Upon request, Contractor, shall furnish the Owner with:
 - a) certified copies of all insurance policies, and
 - b) valid Certificates of Insurance covering all subcontractors in accordance with the insurance requirements set forth herein for Contractor.

SP.21 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions

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

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

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code): Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators,

employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each person with whom it contracts, and provide to the Contractor:
 - a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the Owner in writing by certified mail or personal delivery, within 10-days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

SP.22 RESOLUTION OF DISPUTES

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

SP.23 NON-DISCRIMINATION POLICY

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

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

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

SP.24 COMPLIANCE WITH IMMIGRATION LAWS

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

SP.25 COMPLIANCE WITH GENERAL RULES AND LAWS

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

SP.26 SHOP DRAWING

Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Town.

Shop drawings shall include all items to be installed in the project, including:

- Concrete Mix Designs (14-days minimum prior to pour)

SP.27 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

A. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

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

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

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

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

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

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

SP.28 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

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

No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property owner to do otherwise with such written permission being provided to the Town's inspector.

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

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

SP.29 EXCAVATION SAFETY SYSTEMS

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

A. General

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

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

B. Core Borings

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

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

C. Inspections

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

D. Measurement and Payment

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

SP.30 PROJECT VIDEO

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

SP.31 RECORD DRAWINGS

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

Submittal: At the completion of the project, and 14-days prior to request for final payment the Contractor shall deliver record drawings to the Owner which shall include the following:

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

SP.32 EXISTING STRUCTURES

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

SP.33 WATER FOR CONSTRUCTION

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

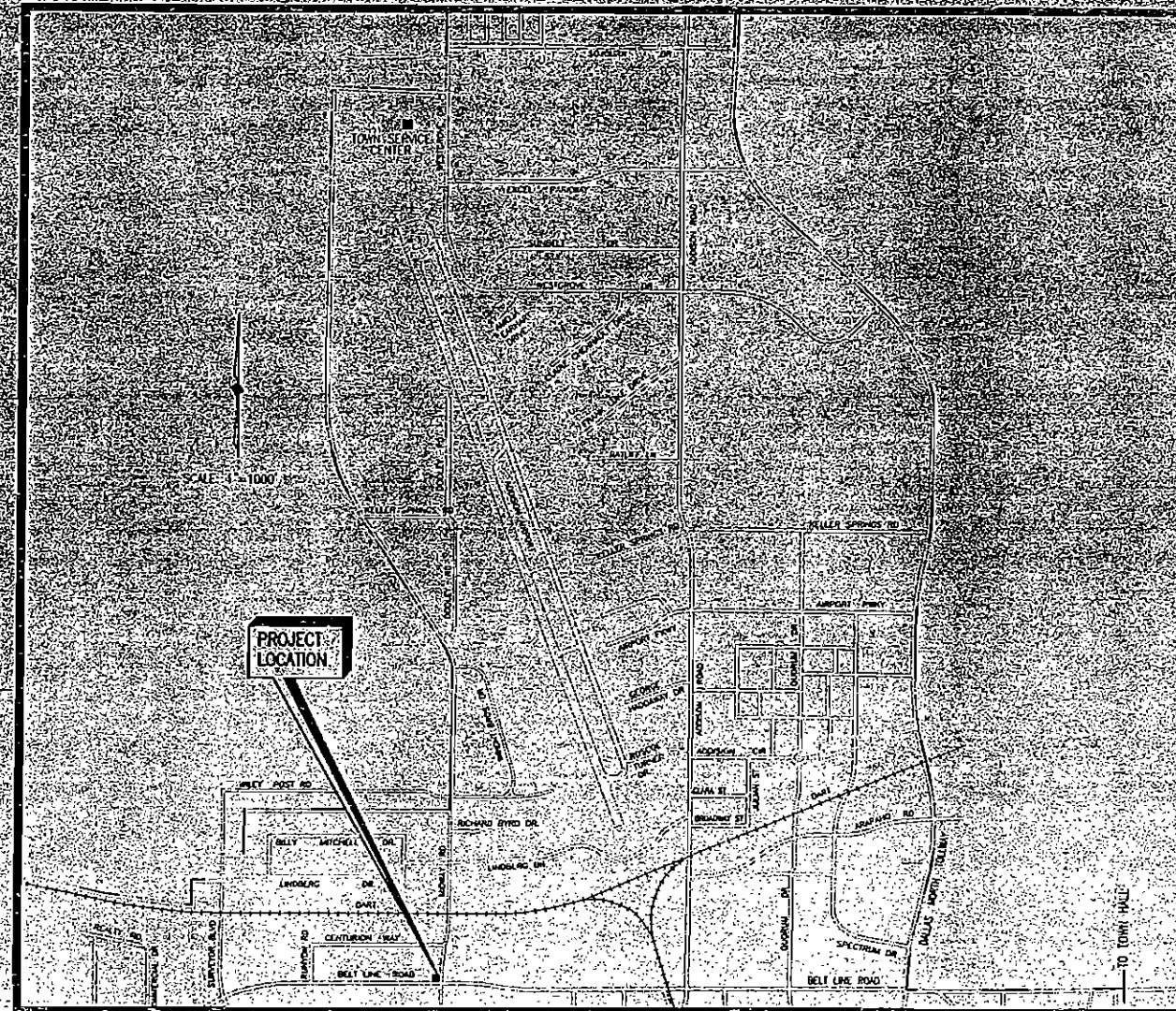
SP.34 STAKING

Contractor shall provide and pay for staking to construct the project. The Town of Addison will provide control staking (benchmark and horizontal control point). Such control is shown in the Construction Plans.

Addison!

BID NUMBER 01-28

CONSTRUCTION PLANS FOR DRIVEWAY IMPROVEMENT AT MIDWAY ROAD AND BELT LINE ROAD



LOCATION MAP

SHEET INDEX

NUMBER	DESCRIPTION
1	TYPICAL PAVING SECTIONS
2	PAVING PLAN
3	COORDINATE LAYOUT SHEET
4	CONTOUR PLAN
5-10	CROSS SECTIONS
11-12	DETAIL SHEETS

CITY COUNCIL

R. SCOTT WHEELER, MAYOR
FRANK R. KLEIN, MAYOR PRO TEM
DIANE MALLORY GYLYNDA TURNER
BOB BARRETT FREDRIC SILVER
CATHY WAYS

CITY MANAGER

RON WHITEHEAD

DIRECTOR OF PUBLIC WORKS

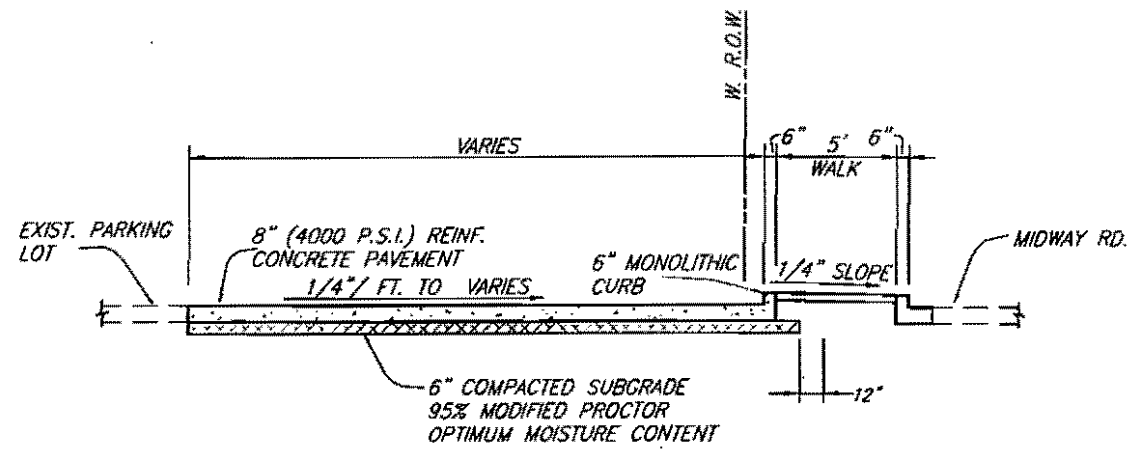
MIKE MURPHY, P.E.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

MARCH 2001



THESE DOCUMENTS ARE FOR
BIDDING, CONSTRUCTION
AND PERMIT PURPOSES
John W. Birkhoff
DATE: 5/14/01



TYPICAL SECTION

NOTES

1. REINFORCED CONCRETE PAVEMENT SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4000 P.S.I. MINIMUM 6.5 SACK MIX, MAX. W/C 5.5. NCTCOG, AGGREGATE 2-3 [ITEM 2.1.1. (C)(4)] COURSE. MAX. SLIP FORM SLUMP 2 INCHES. POURED IN PLACE SLUMP 4 INCHES.
2. CONTRACTOR SHALL MECHANICALLY COMPACT FILL BEHIND BACK AT CURB AND UNDER PROPOSED SIDEWALKS IN 6 INCH LOOSE LIFTS MAXIMUM. COMPACTION EFFORT SHALL BE 95% OF STANDARD PROCTOR AT OPTIMUM MOISTURE CONTENT.
3. MIDWAY ROAD SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. THE RIGHT TURN LANE MAY BE CLOSED FOR CONSTRUCTION BETWEEN THE HOURS OF 9 A.M. AND 3 P.M. STEEL PLATES SHALL BE UTILIZED TO OPEN LANES OUTSIDE WORKING HOURS. DRIVEWAY TO REMAIN CLOSED THROUGHOUT CONSTRUCTION PERIOD.
4. PARKING LOT CONSTRUCTION AREA SHALL BE DELINEATED WITH TxDOT TYPE 1 BARRIERS. ALL BARRIERS SHALL INCLUDE OPERATING WARNING LIGHTS.
5. BARRICADE PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY TOWN OF ADDISON. BARRICADE PLAN AND DEPLOYMENT SHALL BE IN STRICT ACCORDANCE WITH TMUTCD PART VI.

QUANTITIES

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY
100	8 INCH REINFORCED CONCRETE PAVEMENT	S.Y.	325
101	4 INCH REINFORCED CONCRETE SIDEWALK	S.F.	56
102	BARRIER FREE RAMP	S.F.	98
103	6 INCH MONOLITHIC CURB	L.F.	155
104	6 INCH COMPACTED SUBGRADE	S.Y.	337
105	REMOVING CONCRETE PAVEMENT INCLUDING CURB	S.Y.	340
106	REMOVE CONCRETE SIDEWALK	S.F.	162
107	REMOVE RETAINING WALL	L.F.	58
108	REPLACE RETAINING WALL	L.F.	31

H:\PROJECTS\ADDISON\2000-190\SHEETS\2000190\1-1.DWG 03/23/01 PJL SCALE: 1/2"=1'-0" BLK. TYPSEC

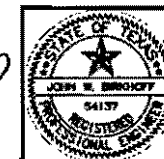
These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Shimek, Jacobs & Finklea, L.L.P.

TOWN OF ADDISON, TEXAS

**DRIVEWAY IMPROVEMENT
AT MIDWAY ROAD & BELT LINE ROAD
TYPICAL PAVING SECTION**

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

THESE DOCUMENTS ARE FOR
BIDDING, CONSTRUCTION,
AND PERMIT PURPOSES.
[Signature]
DATE: 5/4/01



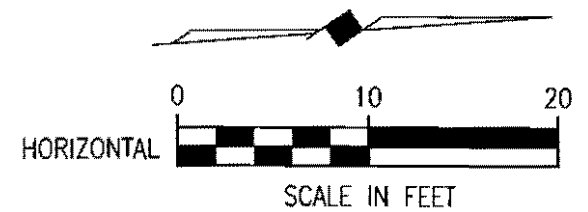
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 1
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

W.H. WITT SURVEY
 ABST. NO. 1609
 GOFF ADDITION
 VOL. 8005, PG. 3044

ADDISON BELTWAY JOINT VENTURE ONE
 VOL. 84005, PG. 6743
 LOT 3
 1.152 AC.

W.H. WITT SURVEY
 ABST. NO. 1609
 GOFF ADDITION
 VOL. 8005, PG. 3044

ADDISON BELTWAY JOINT VENTURE ONE
 VOL. 84005, PG. 6743
 LOT 1
 0.5187 AC.



LEGEND

	REMOVE & REPLACE 8" REINF. CONC. PAVT.
	4" REINF. CONC. WALK OR BARRIER FREE RAMP
	RETAINING WALL REPLACEMENT
	LIMITS OF SAW CUT
	SIDEWALK REMOVAL
	RETAINING WALL REMOVAL

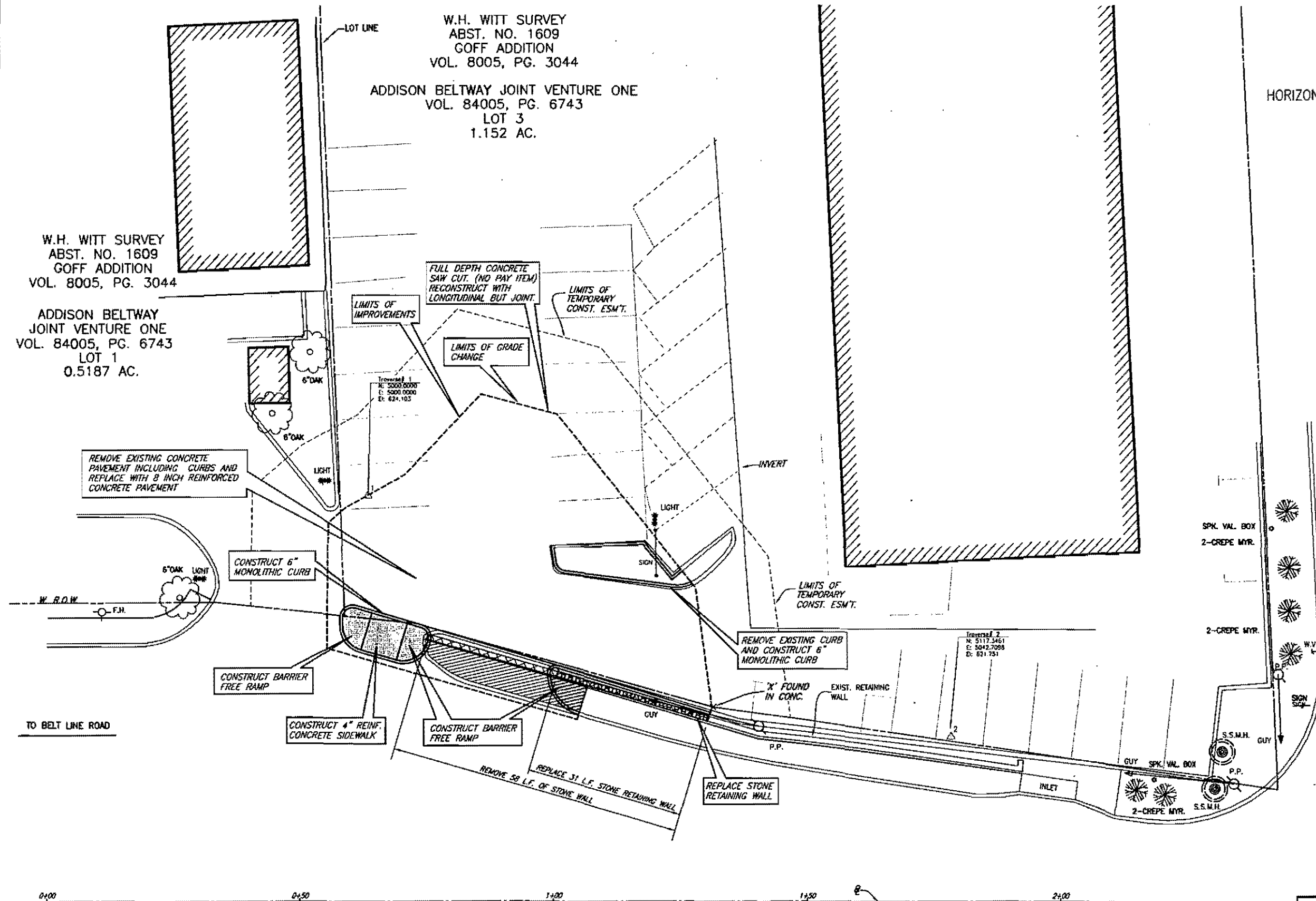
NOTE:

1. PARKING STRIPES REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH SAME COLOR OF PAINT AND SAME WIDTH.
2. REPLACEMENT STONE RETAINING WALL SHALL BE WITH REMOVED STONE AND CONNECTED BACK TO EXISTING WALL. WALL SHALL TAPER DOWN AT DRIVEWAY. CONTRACTOR SHALL PROTECT STONES IN PLACE AND REMOVED. EXCESS STONE SHALL BE DELIVERED TO TOWN OF ADDISON SERVICE CENTER.
3. CONTRACTOR SHALL PAY AND HAVE UTILITY COMPANY SUPPORT POLE DURING CONSTRUCTION AND TO REESTABLISH UTILITY POLE GUY.

BM #12
 12" CUT ON HEADWALL NORTH OF R.R. WEST SIDE OF MIDWAY. ELEV. 617.77

BM #18
 12" CUT ON VAULT N.E. CORNER OF BELT LINE RD. & MIDWAY RD. ELEV. 627.93

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Shimek, Jacobs & Finklea, L.L.P.



H:\PROJECTS\ADDISON\2000-190\190 SHEETS\2000190PLAN.DWG
 03/29/01 RCL
 SCALE 1/8"=1'-0"
 B.M. TYPE:

0+00 0+50 1+00 1+50 2+00

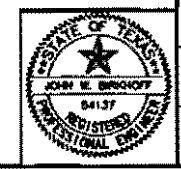
MIDWAY ROAD

TOWN OF ADDISON, TEXAS

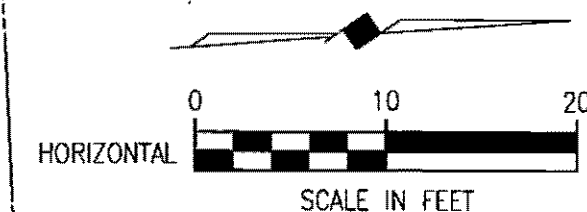
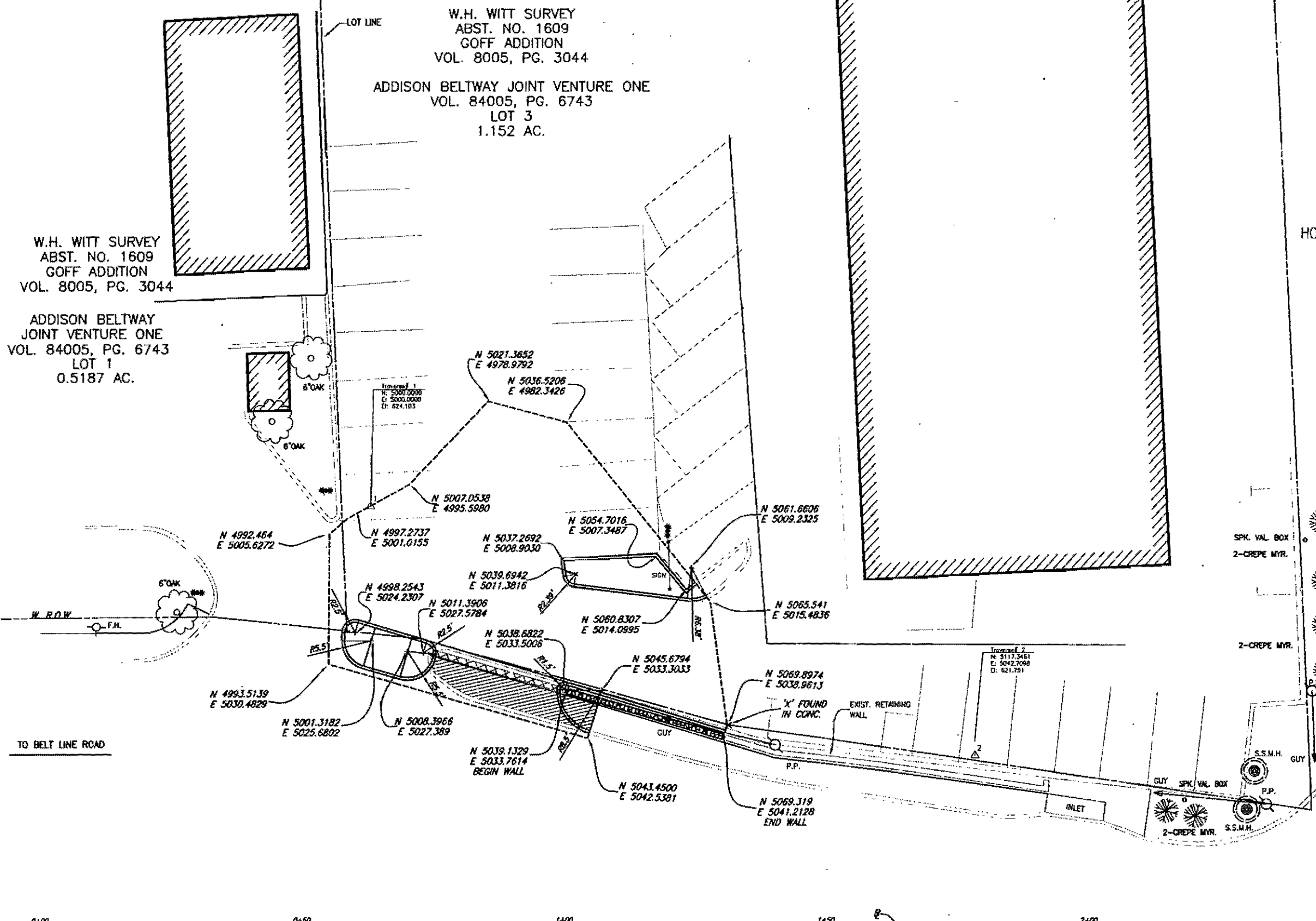
DRIVEWAY IMPROVEMENT
 AT MIDWAY ROAD & BELT LINE ROAD
 PAVING PLAN

SHIMEK, JACOBS & FINKLEA, L.L.P.
 CONSULTING ENGINEERS
 Dallas, Texas

THESE DOCUMENTS ARE FOR
 BIDDING, CONSTRUCTION
 AND PERMIT PURPOSES
 DATE: 5/14/01



DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 2
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS



03/23/01 DEL
 SCALE: 1"=20'
 BLM: TP:SEC
 PROJECT: ADDISON 2000 - (18) SHEETS, 2001 RECORDING

0+00 0+50 1+00 1+50 2+00

N 4940.6611
E 5082.4772

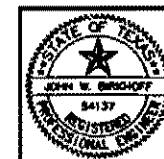
MIDWAY ROAD

N 5140.4829
E 5074.0369

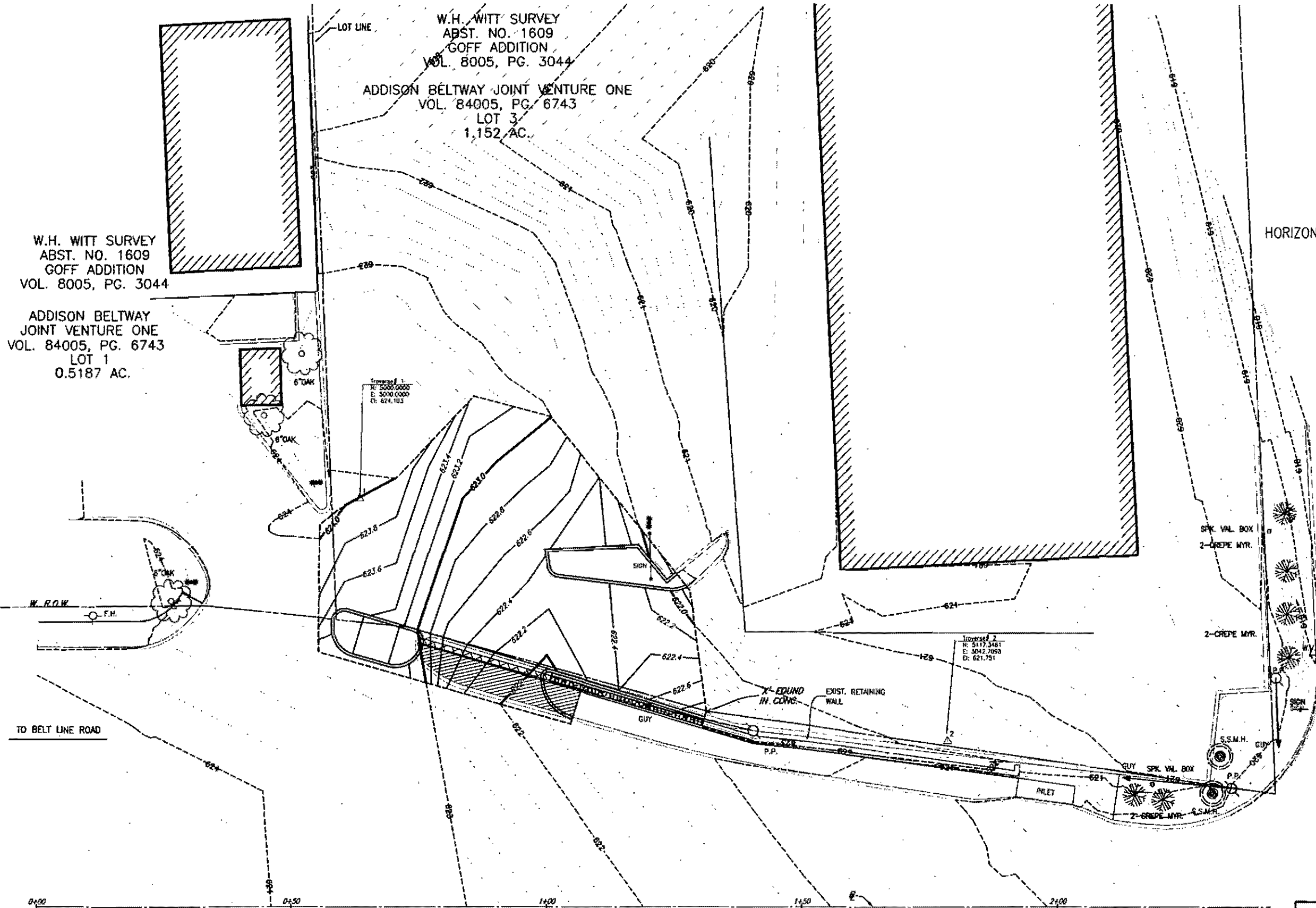
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DATE: 5/19/01



TOWN OF ADDISON, TEXAS			
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD COORDINATE LAYOUT SHEET			
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS Dallas, Texas			
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 3	
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS	



W.H. WITT SURVEY
 ABST. NO. 1609
 GOFF ADDITION
 VOL. 8005, PG. 3044

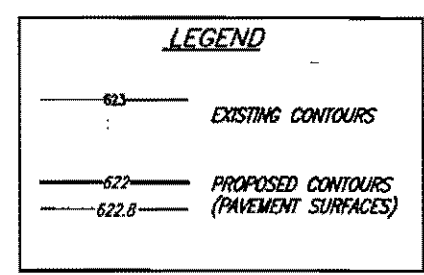
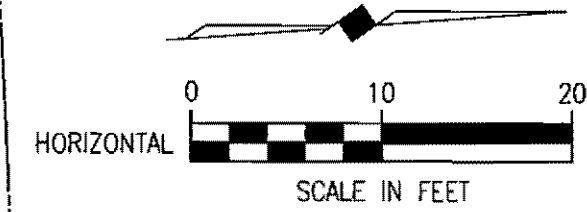
W.H. WITT SURVEY
 ABST. NO. 1609
 GOFF ADDITION
 VOL. 8005, PG. 3044

ADDISON BELTWAY JOINT VENTURE ONE
 VOL. 84005, PG. 6743
 LOT 3
 1.152 AC.

ADDISON BELTWAY
 JOINT VENTURE ONE
 VOL. 84005, PG. 6743
 LOT 1
 0.5187 AC.

Traverse # 1
 N: 5000.0000
 E: 5000.0000
 D: 624.103

Traverse # 2
 N: 5117.3481
 E: 5042.7098
 D: 621.751



BM #12
 "I" CUT ON HEADWALL NORTH
 OF R.R. WEST SIDE OF MIDWAY.
 ELEV. 617.77

BM #18
 "I" CUT ON VAULT N.E. CORNER
 OF BELT LINE RD. & MIDWAY RD.
 ELEV. 627.93

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H:\PROJECTS\ADDISON\2000-190\SHEETS\2001\RCOUNT.DWG
 03/23/01 BNL
 SCALE: 1"=20'
 BJK: TP/SEC

MIDWAY ROAD

TOWN OF ADDISON, TEXAS

**DRIVEWAY IMPROVEMENT
 AT MIDWAY ROAD & BELT LINE ROAD
 CONTOUR PLAN**

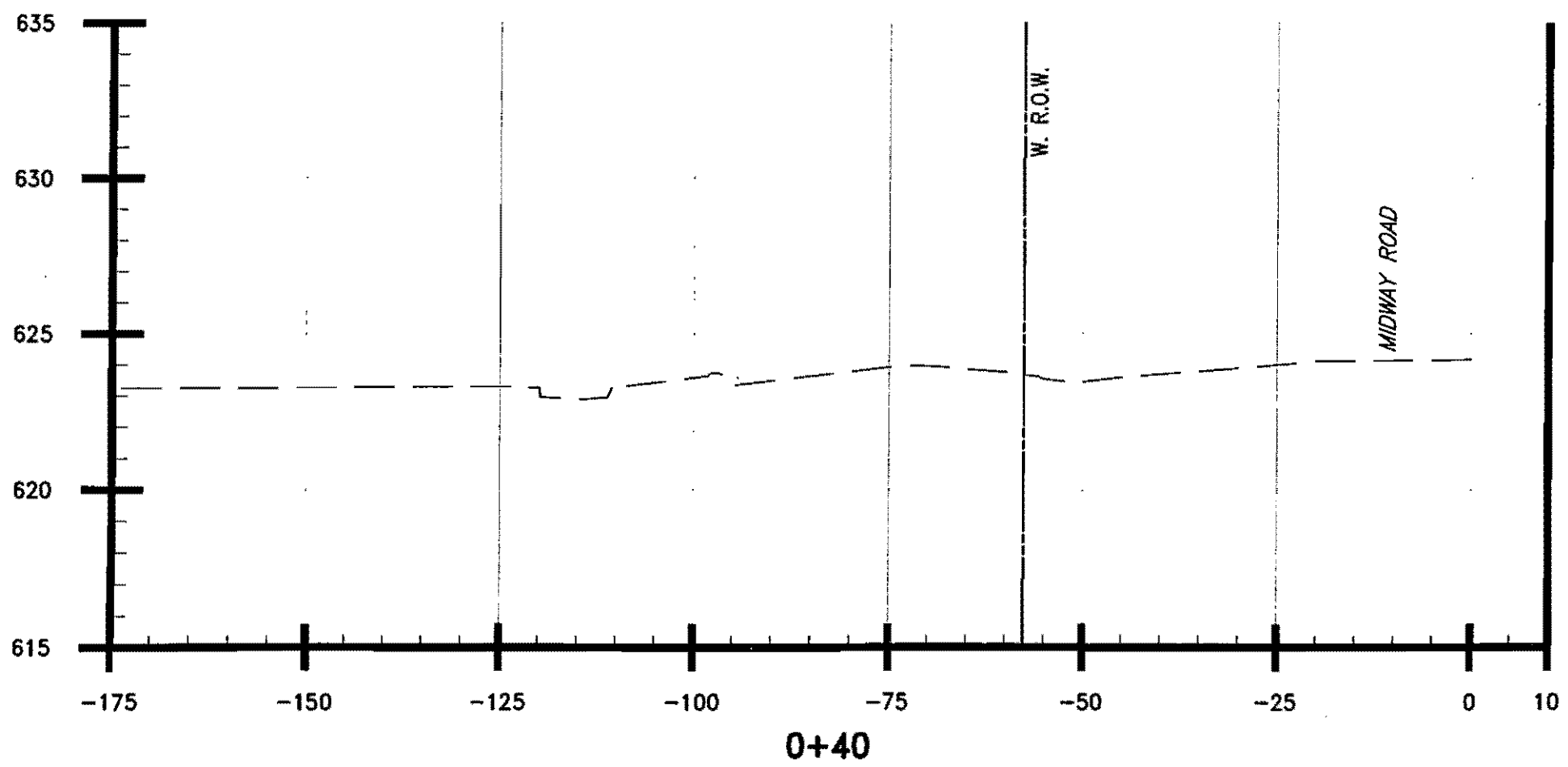
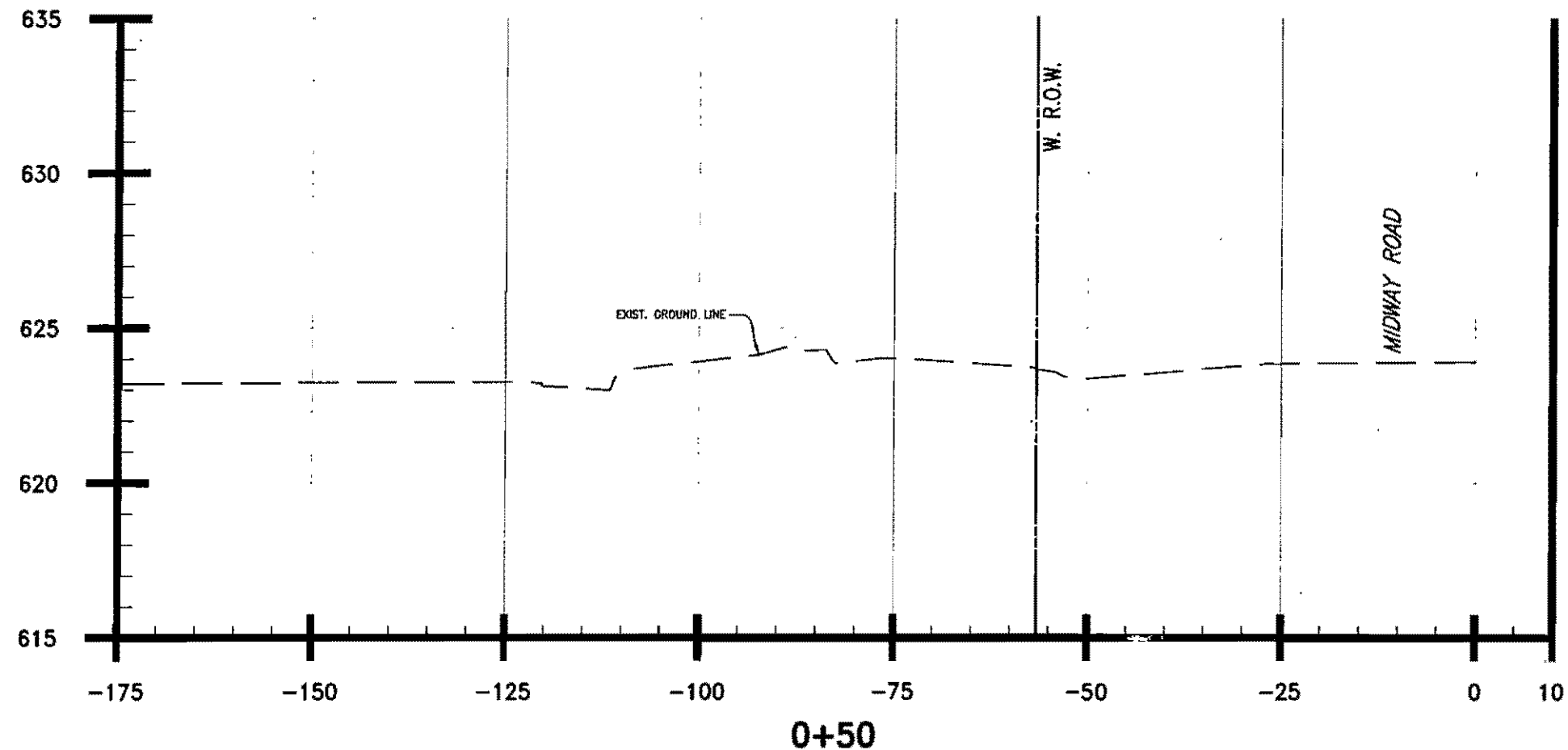
SHIMEK, JACOBS & FINKLEA, L.L.P.
 CONSULTING ENGINEERS
 Dallas, Texas

DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 4
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

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 DATE: 6/4/01



HA PROJECTS\ADDISON\2000-190\ROADS\ASPECT.DWG 03/23/01 RJE SCALE: 1"=10' VIEW (A)



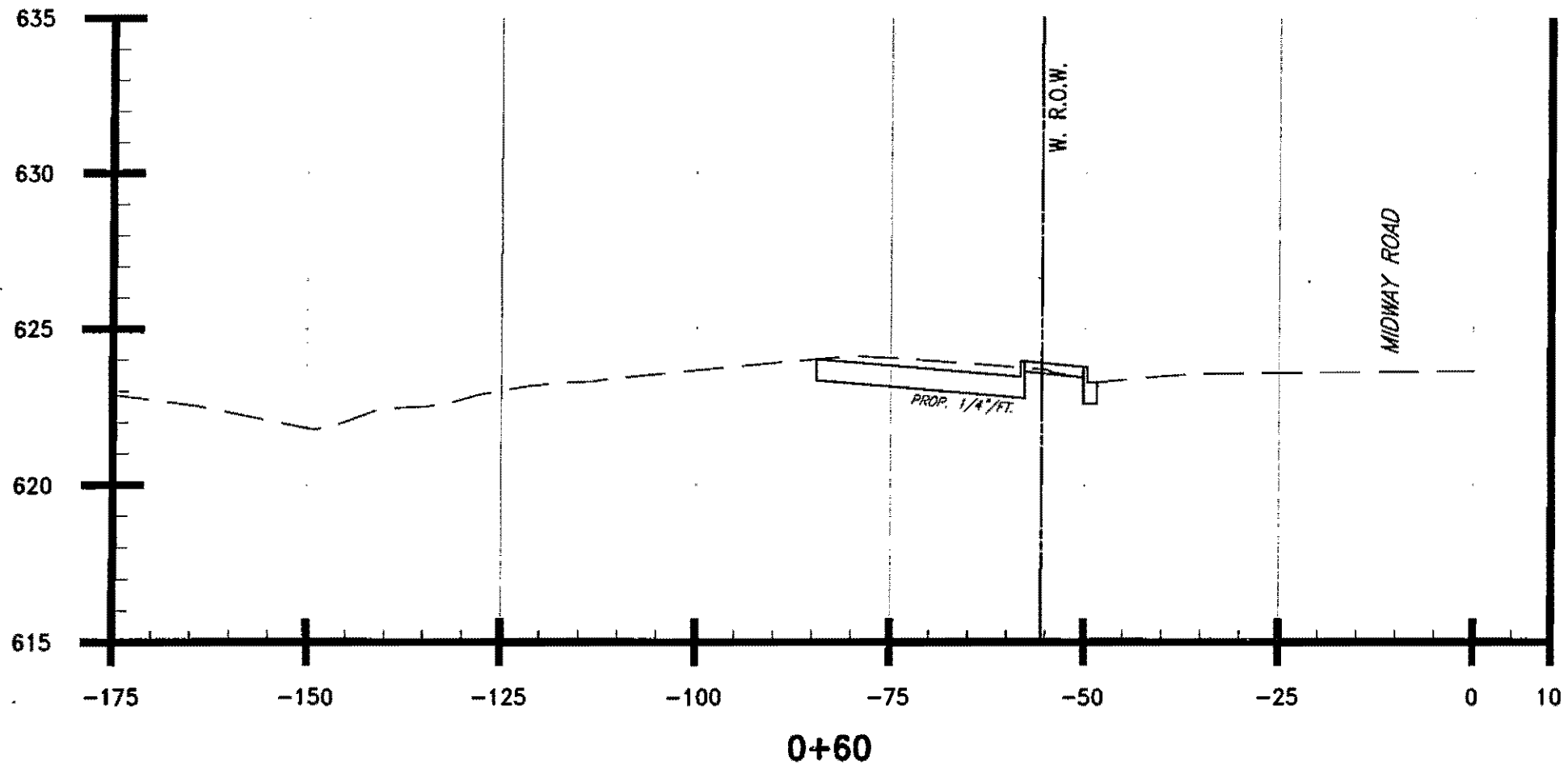
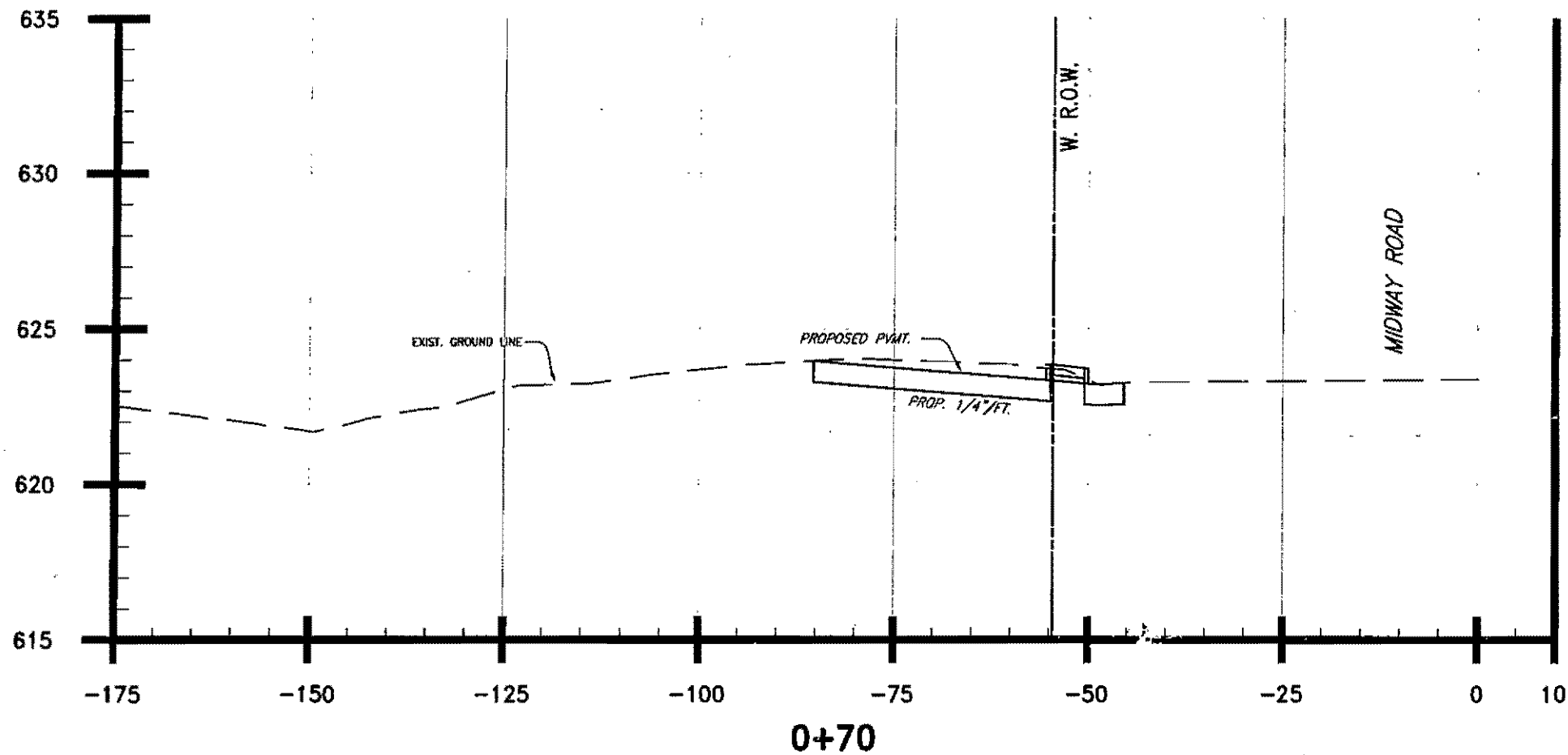
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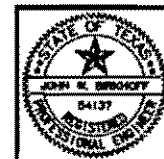
TOWN OF ADDISON, TEXAS		
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD CROSS SECTIONS—STA 0+40 TO STA. 0+50		
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS Dallas, Texas		
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 5
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

H:\PROJECTS\ADDISON\2000-190\WRODWAY\SECTIONS 03/23/01 RE SCALE 1"=10' VIEW (B)



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DATE: 5/4/01

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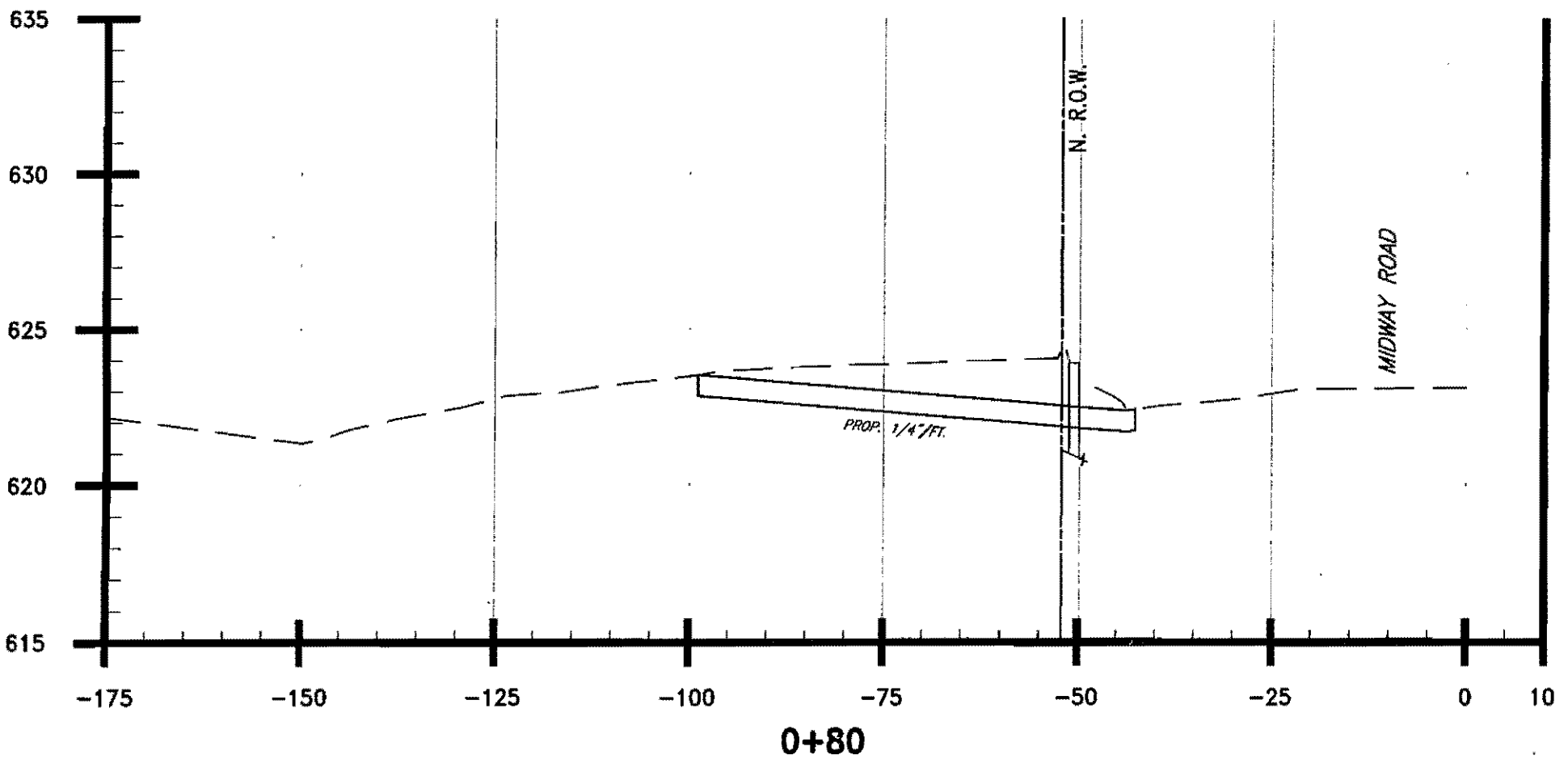
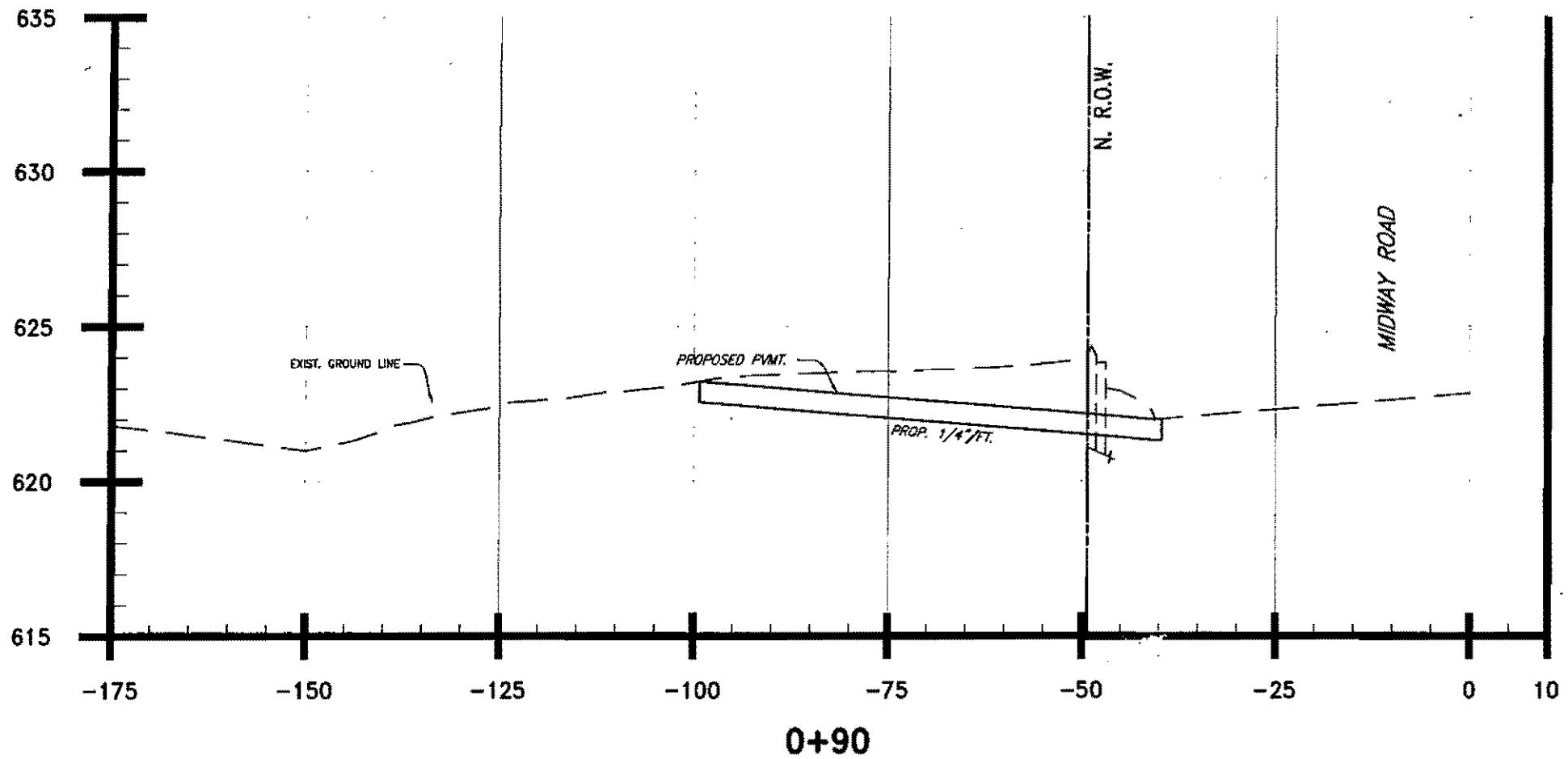
TOWN OF ADDISON, TEXAS

DRIVEWAY IMPROVEMENT
AT MIDWAY ROAD & BELT LINE ROAD
CROSS SECTIONS--STA 0+60 TO STA. 0+70

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 6
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

HA PROJECTS\ADDISON\2000-190\INROADS\SECTION\DWG 03/23/01 RLL SCALE: 1"=10' VIEW (C)



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John W. Burkholder
DATE: 5/19/01

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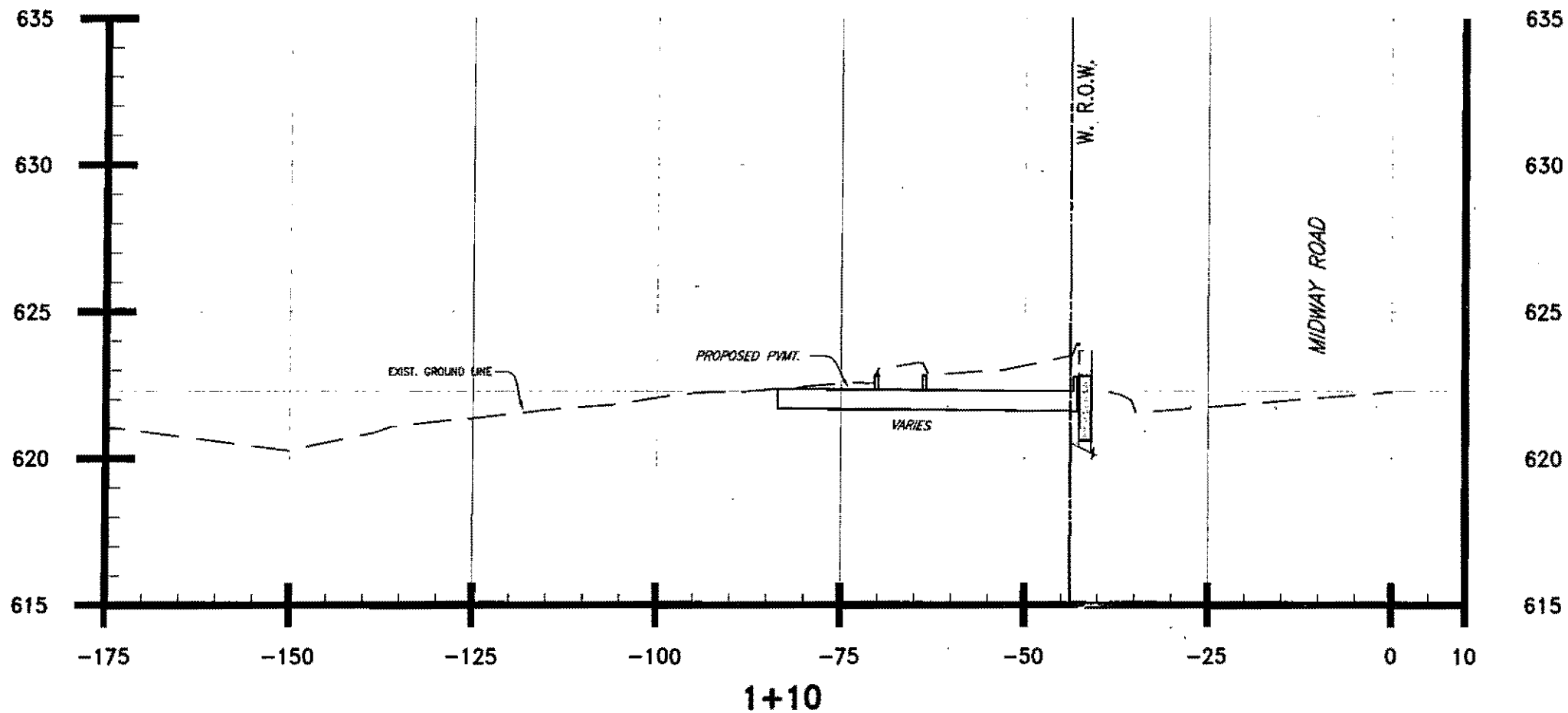
TOWN OF ADDISON, TEXAS

DRIVEWAY IMPROVEMENT
AT MIDWAY ROAD & BELT LINE ROAD
CROSS SECTIONS—STA 0+80 TO STA. 0+90

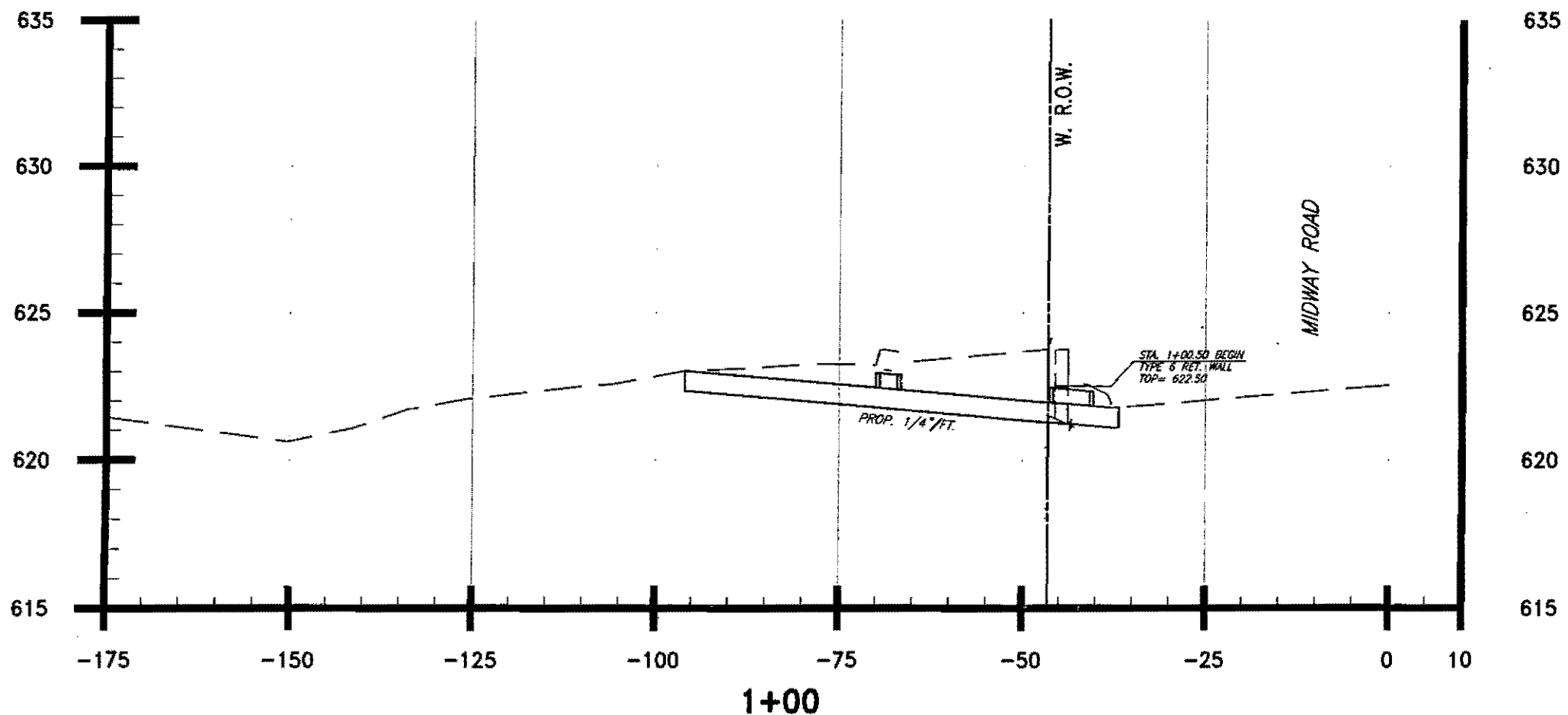
SHIMEX, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 7
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

H:\PROJECTS\ADDISON\2000-190\IMPROV\SECTION.DWG 03/23/01 RJL SCALE=1:10 VIEW (D)



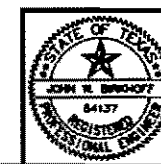
1+10



1+00

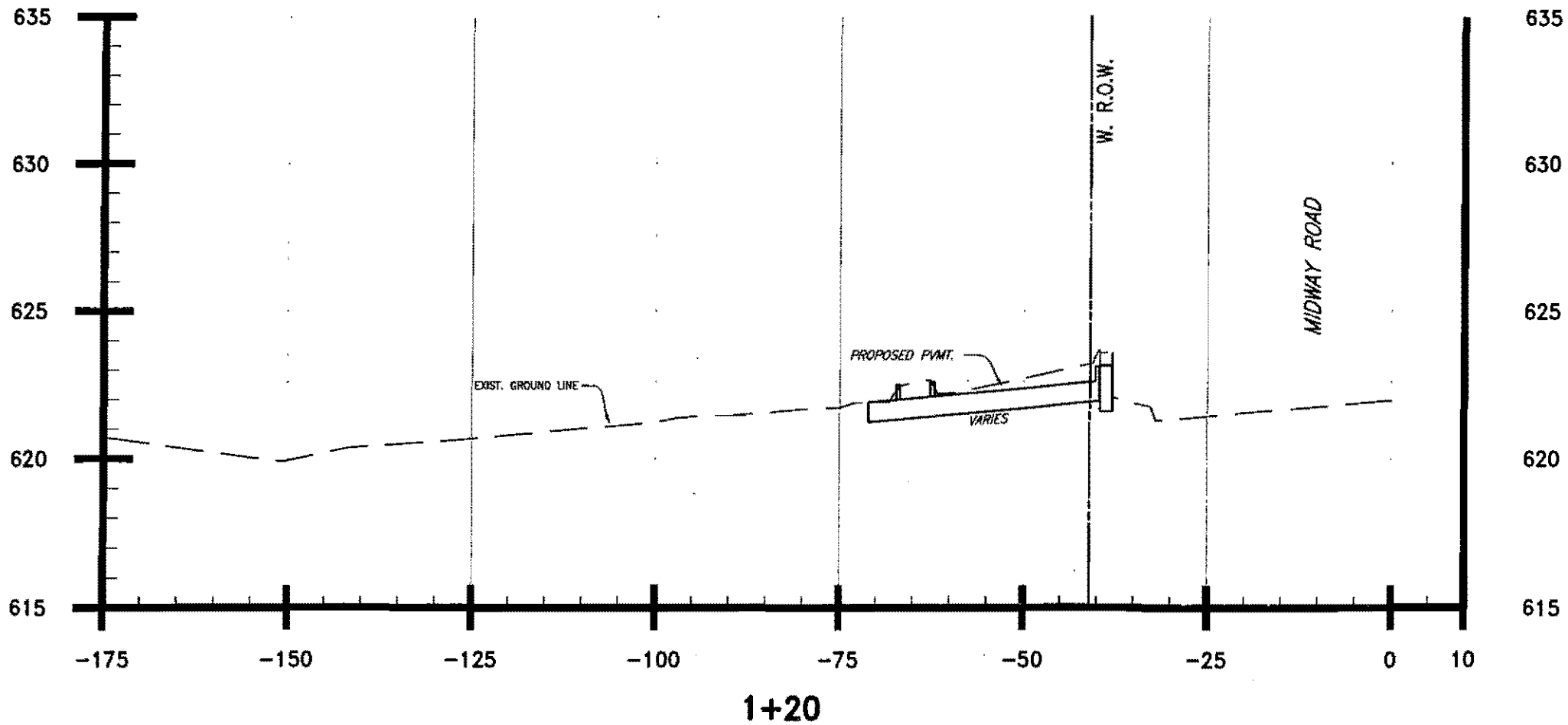
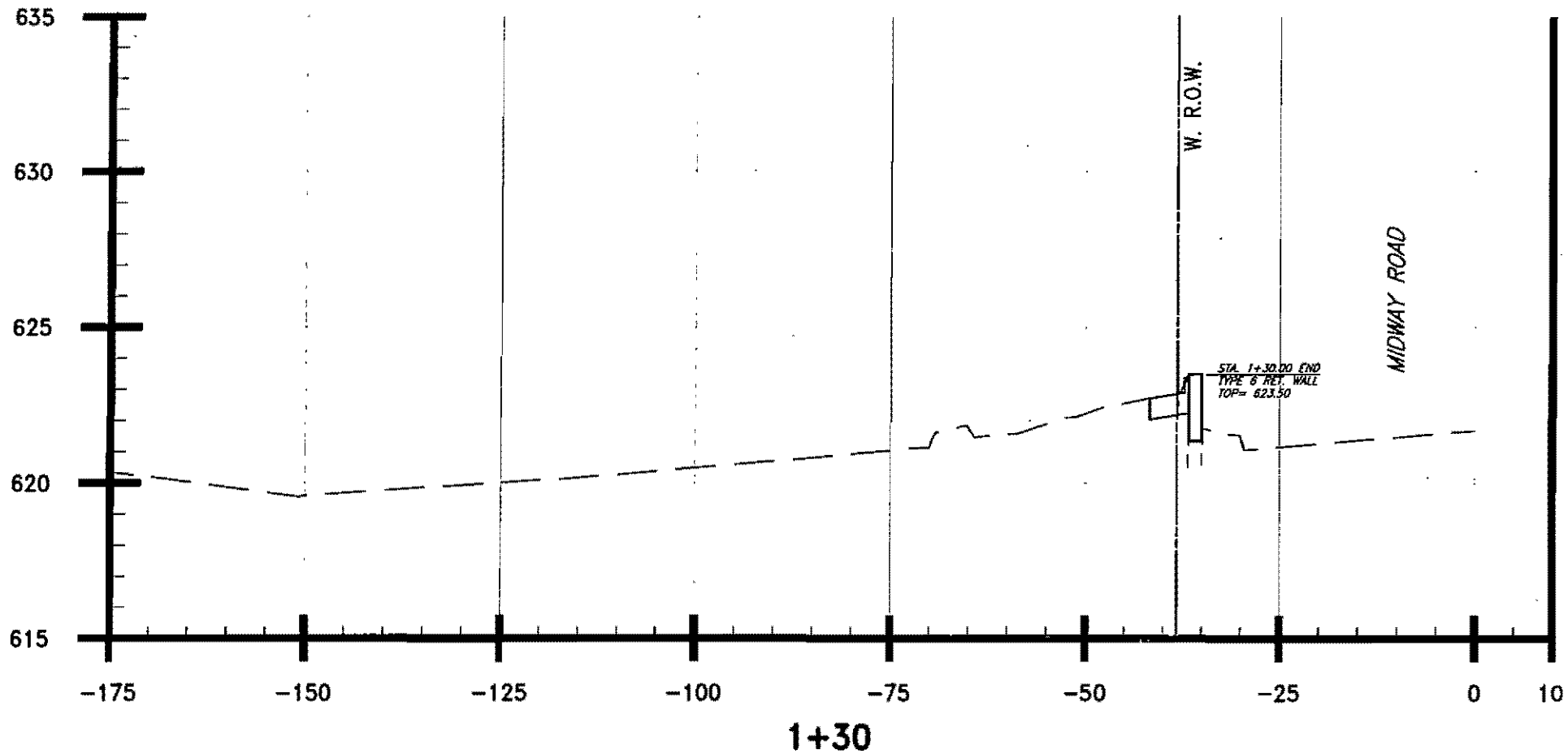
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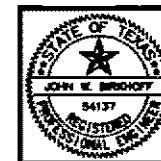
TOWN OF ADDISON, TEXAS		
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD CROSS SECTIONS—STA 1+00 TO STA. 1+10		
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS Dallas, Texas		
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 8
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

\\PROJECTS\ADDISON\2000-190\ROADS\ASSET.DWG 03/23/01 R.E. SCALE: 1"=10' NEW (E)



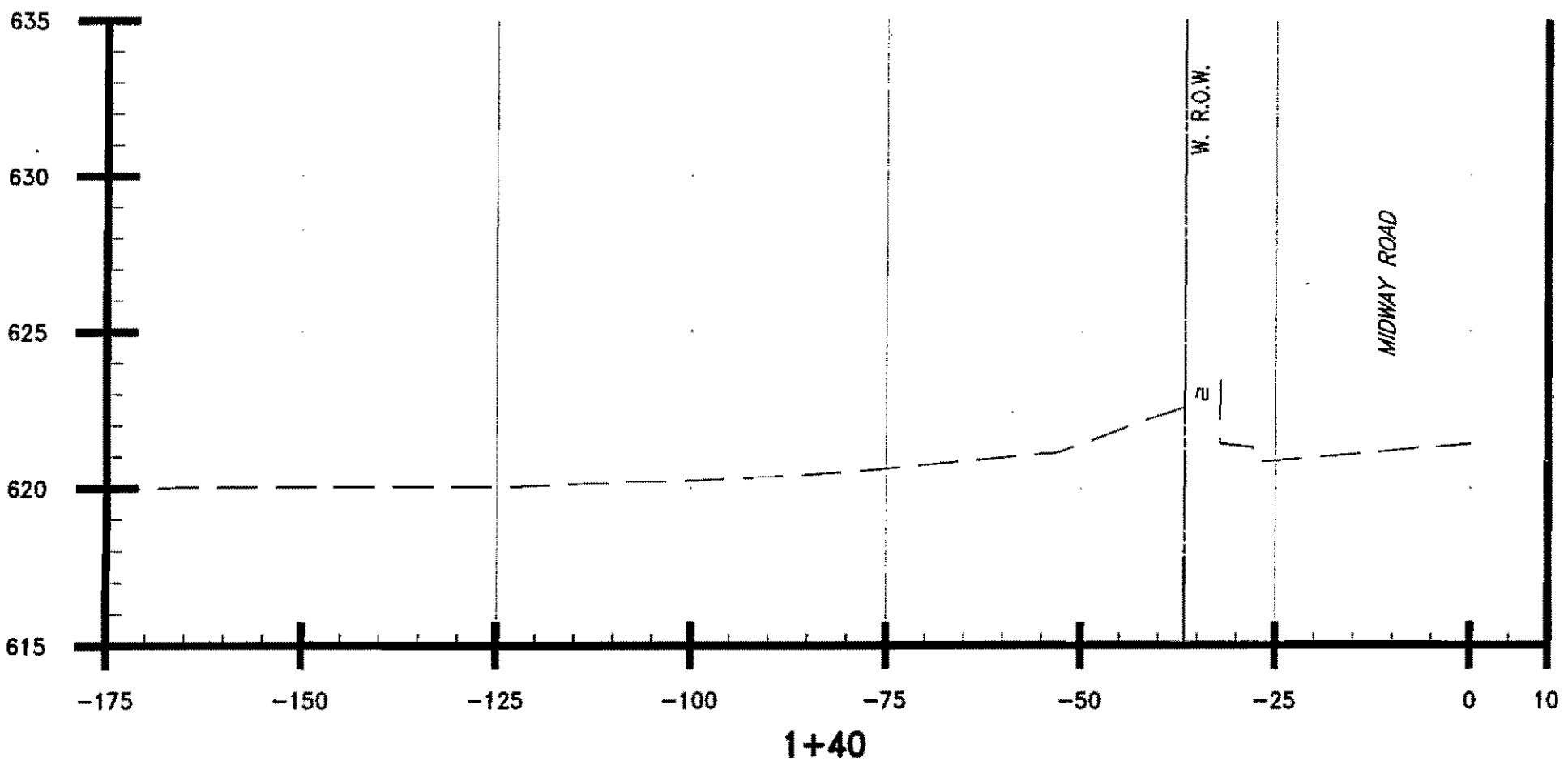
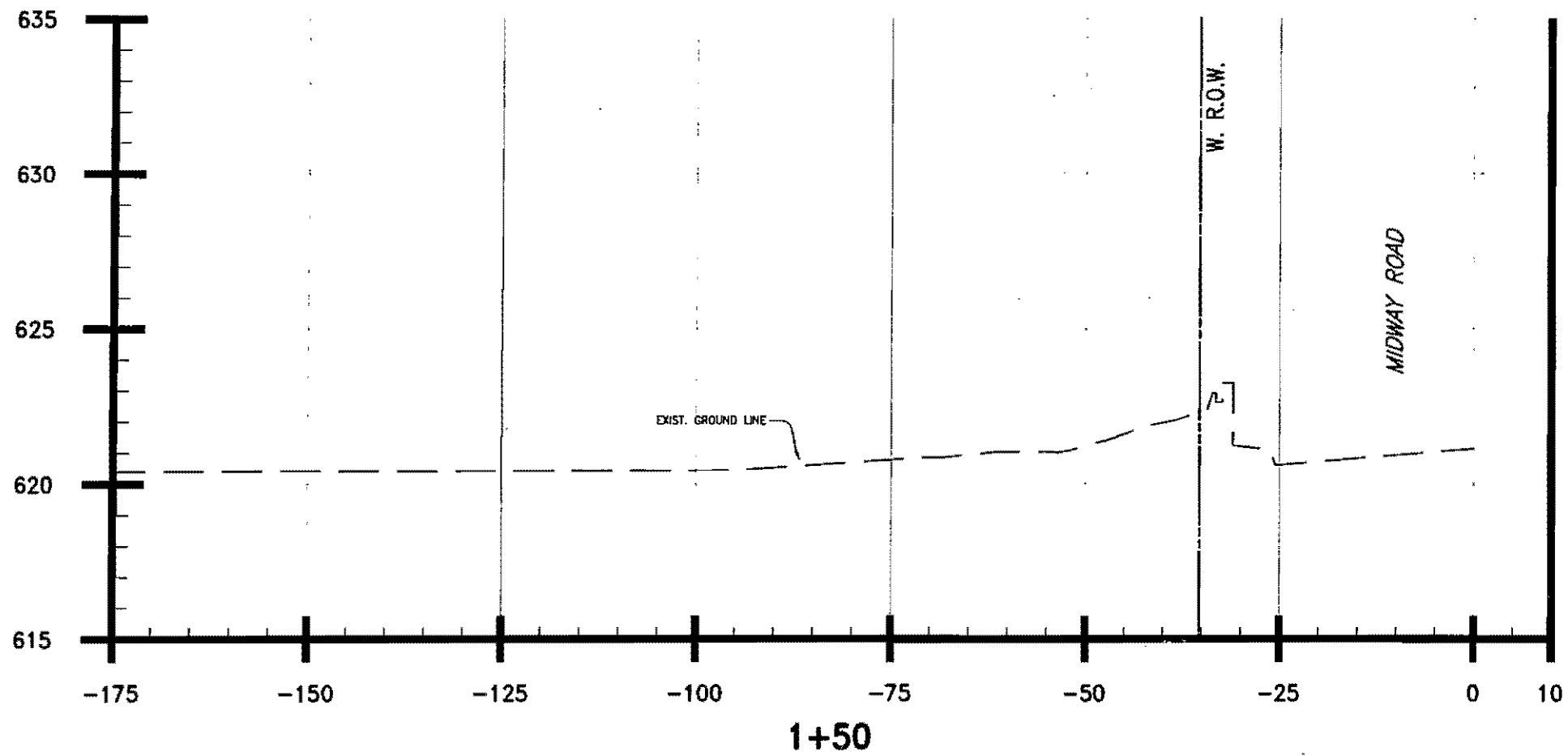
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AND PERMIT PURPOSES.
[Signature]
DATE: 5/4/01

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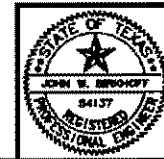
TOWN OF ADDISON, TEXAS		
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD CROSS SECTIONS—STA 1+20 TO STA. 1+30		
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS Dulles, Texas		
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 9
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS

H:\PROJECTS\ADDISON\2000-190\ROADS\SECT.DWG 03/23/01 RJA SCALE:1=10 VIEW (F)

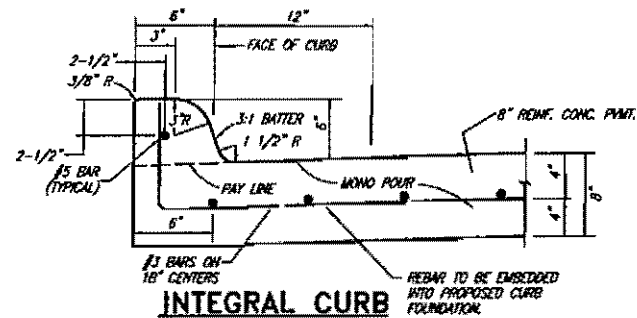


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John W. Brody
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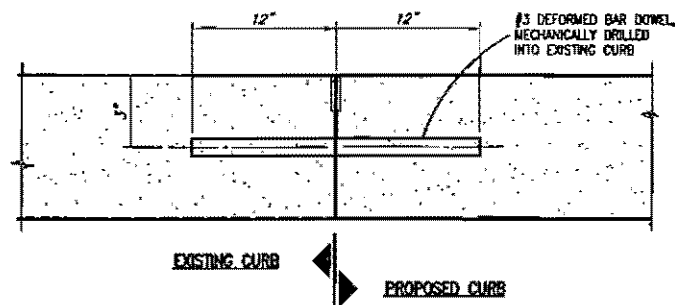
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 & Finklea, L.L.P.



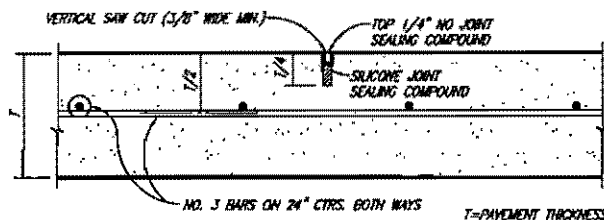
TOWN OF ADDISON, TEXAS		
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD CROSS SECTIONS—STA 1+40 TO STA. 1+50		
SHIMEK, JACOBS & FINKLEA, L.L.P. CONSULTING ENGINEERS Dallas, Texas		
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 10
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS



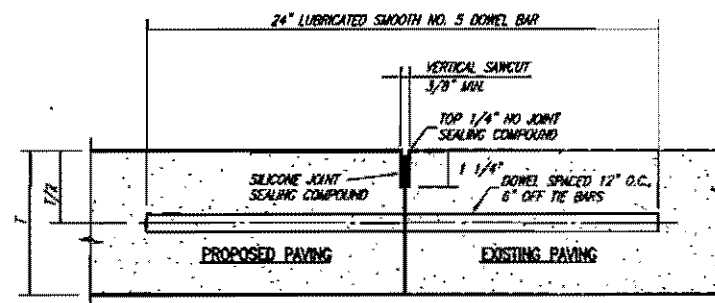
INTEGRAL CURB



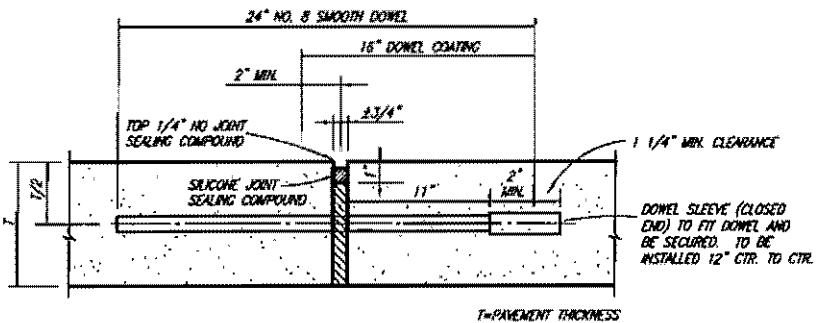
CURB DOWEL DETAIL



SAWED DUMMY JOINT



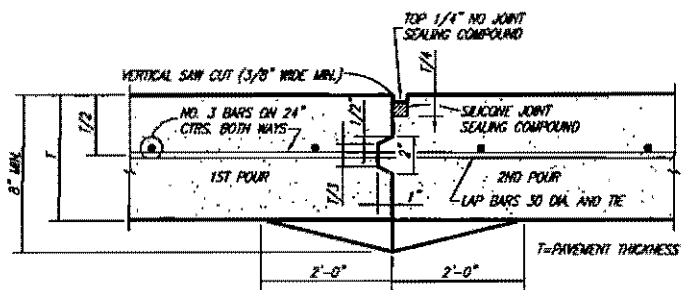
CONNECTION TO EXISTING PAVEMENT



TRANSVERSE EXPANSION JOINT NOTES:

1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
2. TRANSVERSE EXPANSION JOINTS SHALL BE SPACED AT 600 FT. MAXIMUM AND AT ALL INTERSECTIONS.

TRANSVERSE EXPANSION JOINT



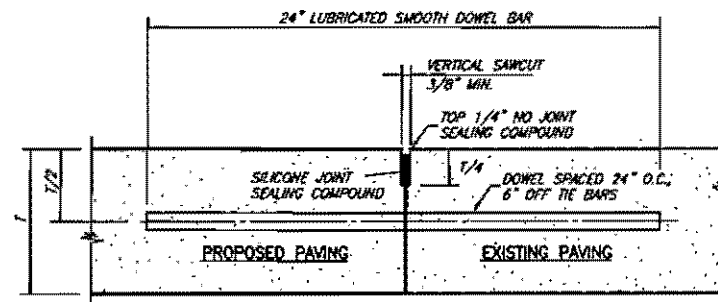
CONSTRUCTION JOINT NOTES:

1. CONTRACTOR SHALL PROTECT KEYWAY PRIOR TO SECOND POUR. IF LONGITUDINAL KEYWAY IS DAMAGED, CONTRACTOR SHALL REPAIR WITH THE USE OF LONGITUDINAL BUTT JOINT (DRILL DOWELS INTO FIRST POUR).
2. THICKENED EDGES ARE REQUIRED FOR FUTURE WIDENING ONLY.

CONSTRUCTION JOINT

NOTE:
DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL OR HAND DR. HORIZONTAL HAND DRILLING METHOD IS ACCEPTABLE. PUSHING DOWEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE.

NOT TO SCALE



- NOTE:
1. T-6" AND GREATER NO. 6 BAR, T-6" AND LESS NO. 5 BAR
 2. LONGITUDINAL BUTT CONSTRUCTION MAY BE UTILIZED IN PLACE OF LONGITUDINAL HINGED (KEYWAY) JOINT AT CONTRACTORS OPTION.
 3. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL DR. HAND DRILLING NOT ACCEPTABLE. DAMAGE TO EXISTING PAVEMENT SHALL BE REMOVED BY CONTRACTOR AND JOINT CONSTRUCTED AT CONTRACTORS EXPENSE.
 4. DOWEL BAR SHOWN IS IN ADDITION TO TIE BARS (12" O.C. - 6" OFF DOWELS).
 5. TIE BARS SHALL BE NO. 3 BAR DEFORMED. TIE BAR SHALL HAVE A LENGTH OF 24 INCHES.

LONGITUDINAL BUTT JOINT

GENERAL NOTES

1. CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE THE EXISTING ASPHALT PAVEMENT, STRUCTURE, EXCAVATION, CONCRETE CURB & GUTTER, CONCRETE DRIVEWAYS AND CONCRETE SIDEWALK.
2. CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION ACTIVITIES COMMENCING. CONTRACTOR SHALL SURVEY ELEVATIONS AND CONTACT THE TOWN'S INSPECTOR OF ANY POTENTIAL CONFLICT WITH PROPOSED PAVING CONSTRUCTION.
3. CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES. DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR SHALL LAYOUT PROJECT BASED ON COORDINATES SHOWN IN THE PLANS. COORDINATES SHOWN AT:
a) CURB RETURNS.
b) CENTER LINES OF PROPOSED ALIGNMENTS.
c) AT BEGINNING AND ENDING OF PROPOSED ALIGNMENTS.
d) AT FIELD SURVEY POINTS.
5. CONCRETE PAVING SHALL BE 8 INCHES A.C.T.C.O.G. CLASS "X" MIN. SACKS/C.Y. - 8.5 MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS - 4000 P.S.I. MAX. W/C RATIO - 5.5 REINFORCING SHALL BE NO. 3 DEFORMED BARS ON 18 INCH CENTERS. MIN. SACKS - 6.5 SACKS
6. CONTRACTOR SHALL FURNISH AND PLACE SOLID SOD IN DISTURBED AREAS PLACED END TO END. (NO PAY ITEM). CONTRACTOR SHALL ESTABLISH SOD BY WATERING ON REGULAR BASIS FOR A MINIMUM OF 6 WEEK.
7. SAWED TRANSVERSE DUMMY JOINT SPACED AT EVERY 15 FEET.

H:\PROJECTS\ADDISON\2000-190\SHEETS\2001\DRPDET-1.DWG SCALE: 1"=20' 03/23/01 B.R.

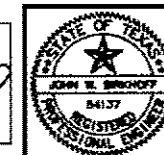
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TOWN OF ADDISON, TEXAS

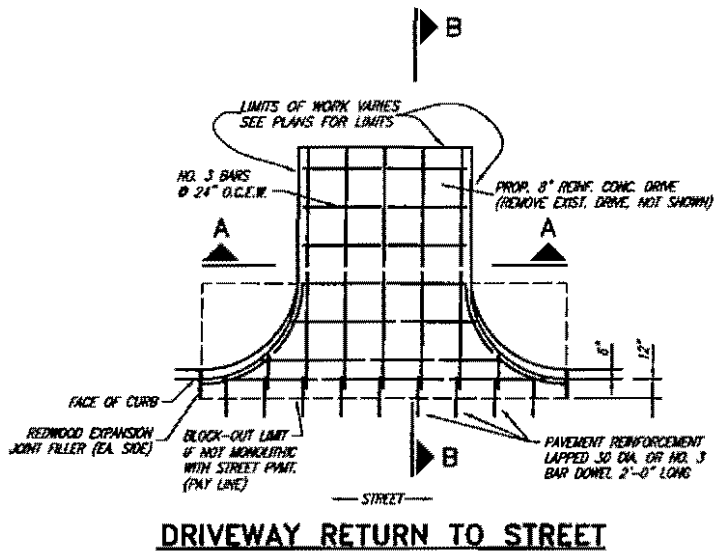
**DRIVEWAY IMPROVEMENT
AT MIDWAY ROAD & BELT LINE ROAD
DETAIL SHEET**

SHIMEX, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

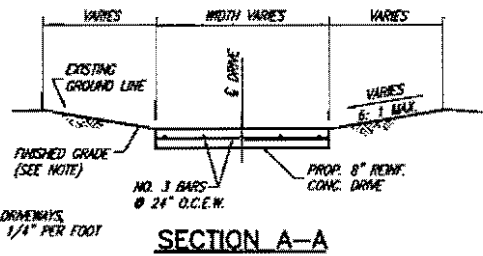
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John W. Bullhoff
DATE: 5/14/01



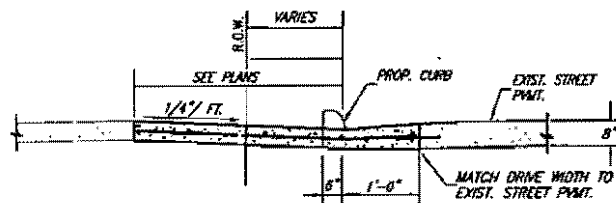
DESIGNED BY: J.W.B.	PROJECT: 2000-190	SHEET NO. 11
DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS



DRIVEWAY RETURN TO STREET

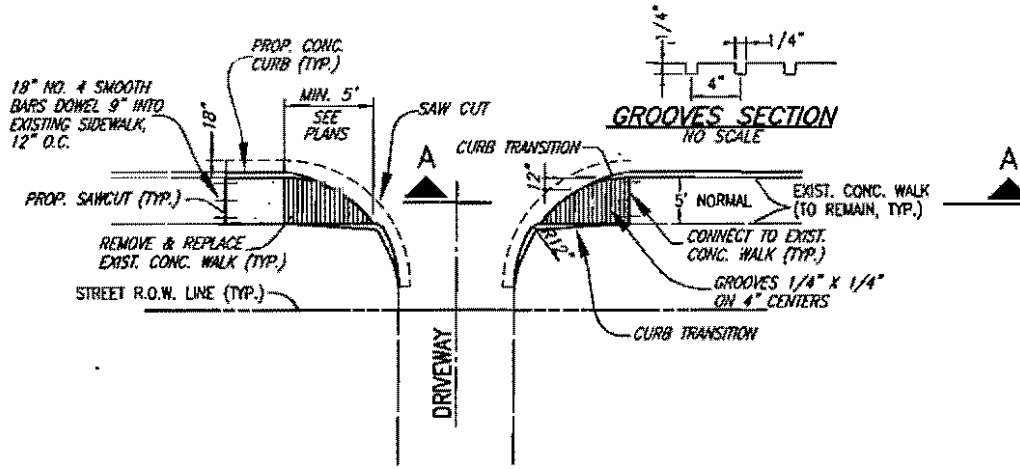


SECTION A-A



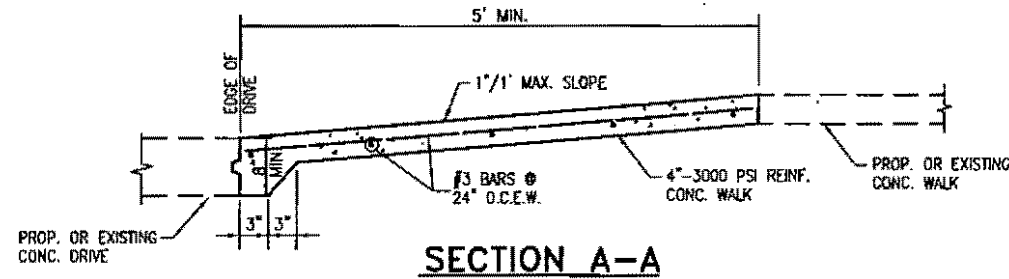
SECTION B-B

DRIVEWAY RETURN SECTIONS

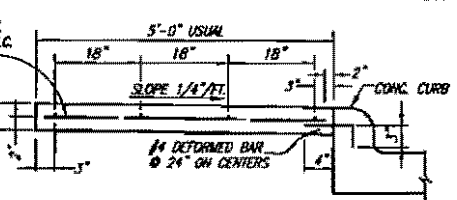
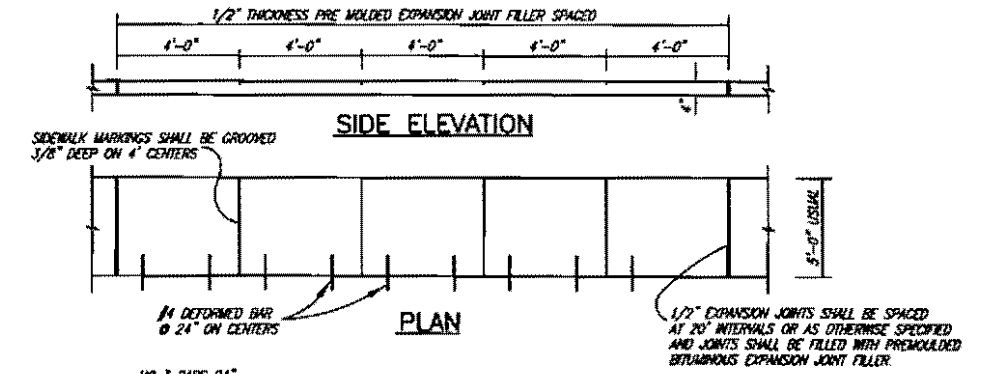


① BARRIER FREE RAMP AT DRIVES

NO SCALE



SECTION A-A

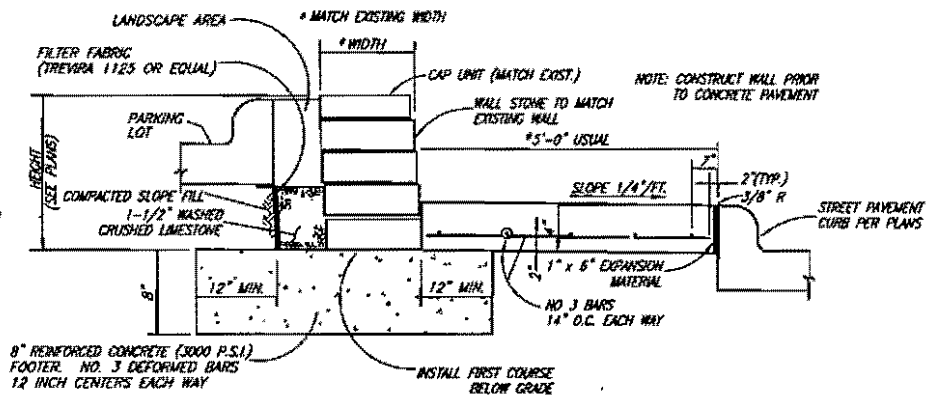


SECTION CONCRETE SIDEWALK

NO SCALE

GRADE 4 GRADATION

X RETAINED	SLOPE
0%	1-1/2"
0-5%	1"
40-75%	1/2"
80-100%	NO. 4
85-100%	NO. 6



STONE RETAINING WALL

NO SCALE

NOTES:
1. WHERE SIDEWALK CROSSES DRIVEWAYS, CROSS SLOPE NOT TO EXCEED 1/4" PER FOOT IN APPROACH.

1/2" EXPANSION JOINTS SHALL BE SPACED AT 20' INTERVALS OR AS OTHERWISE SPECIFIED AND JOINTS SHALL BE FILLED WITH PREMOULDED BITUMINOUS EXPANSION JOINT FILLER.

NOTE: CONSTRUCT WALL PRIOR TO CONCRETE PAVEMENT

STREET PAVEMENT CURB PER PLANS

03/23/01 R.L. SCALE: 1"=20'

H:\PROJECTS\ADDISON\2000-190\SHIMETS\2000190DET-2.DWG

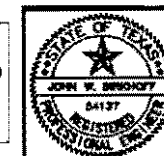
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TOWN OF ADDISON, TEXAS

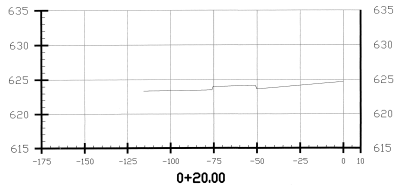
DRIVEWAY IMPROVEMENT AT MIDWAY ROAD & BELT LINE ROAD
DETAIL SHEET

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS
Dallas, Texas

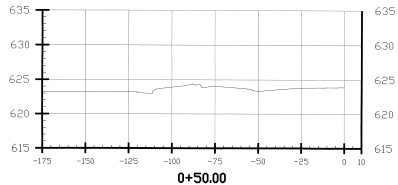
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Shimek, Jacobs & Finklea
DATE: 6/14/01



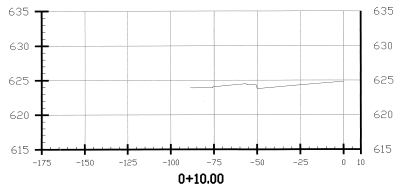
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DRAWN BY: S. J. & F.	DATE: MARCH 2001	OF 12 SHEETS



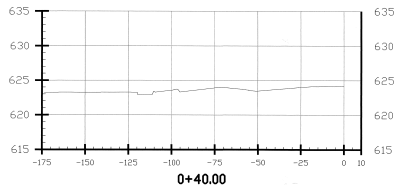
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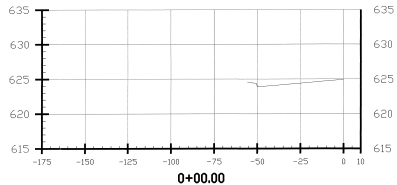
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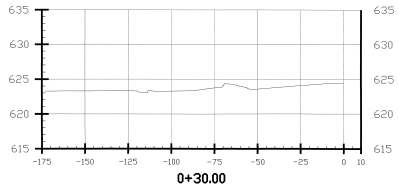
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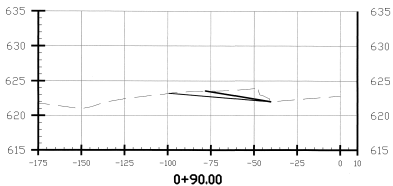
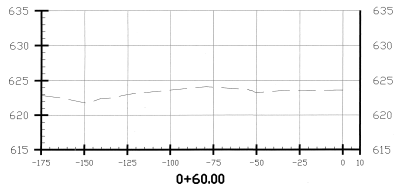
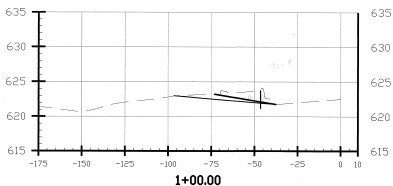
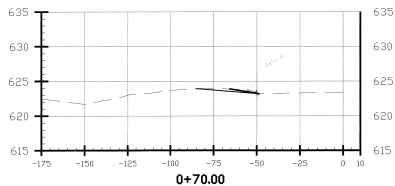
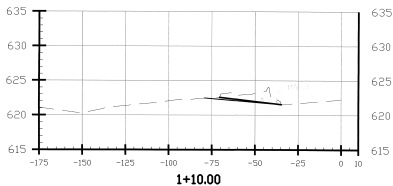
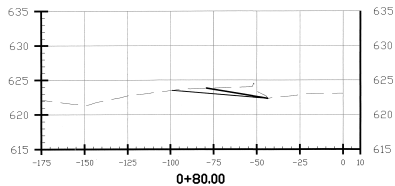
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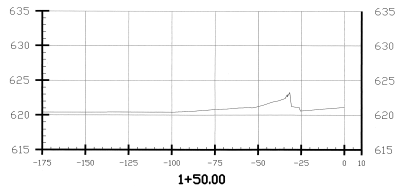
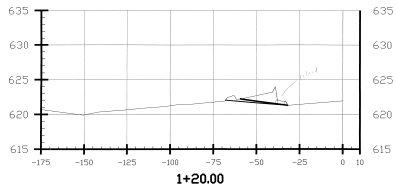
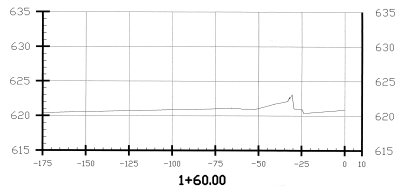
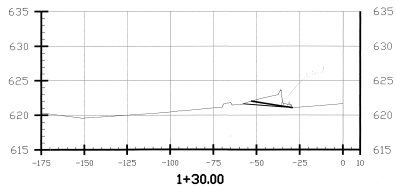
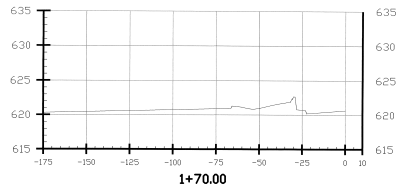
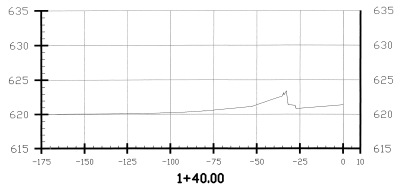


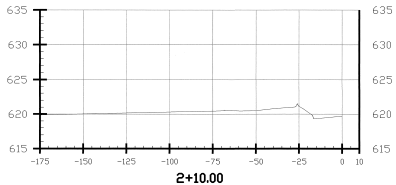
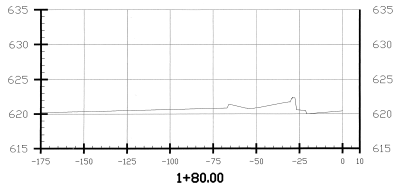
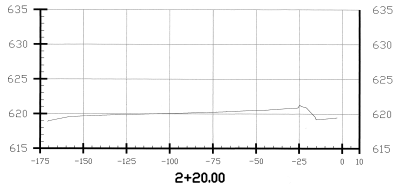
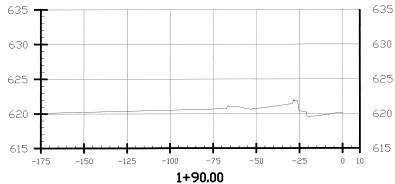
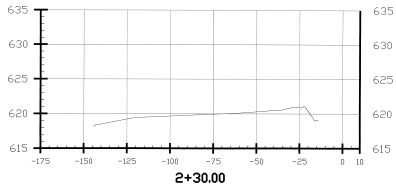
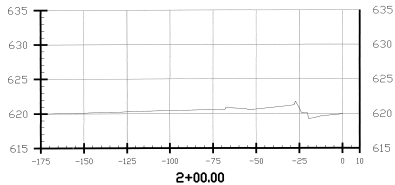
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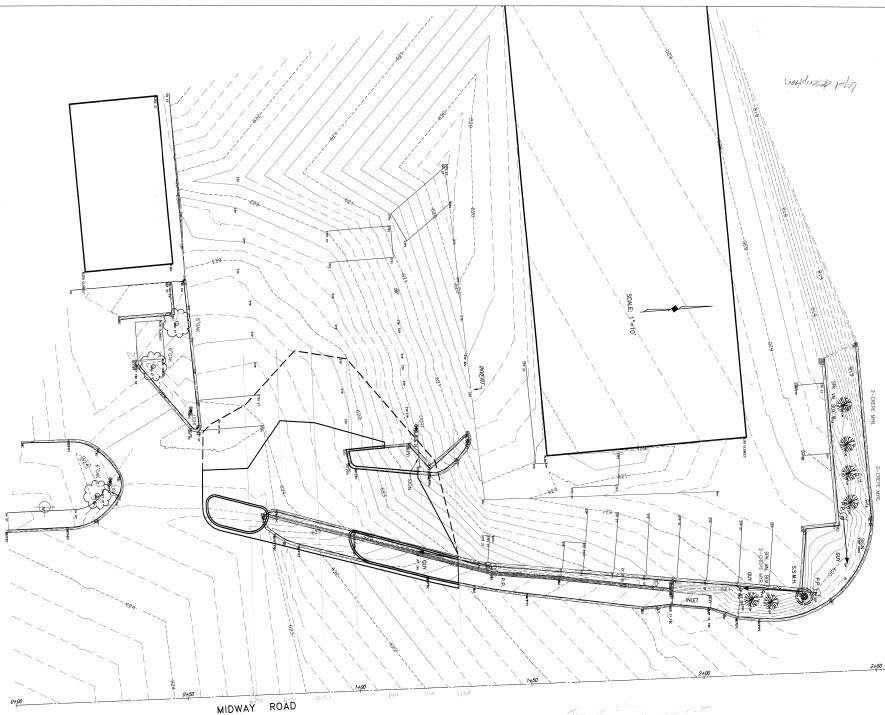


0+30.00









1. Use of wood
 for common wall
 (and other) etc etc
 Markin SU
 type description

MIDWAY ROAD

TYPICAL SECTION
 (with dimensions)