

# Addison!

BID NUMBER 01-30

SPECIFICATIONS, CONTRACT DOCUMENTS AND PLANS  
FOR THE CONSTRUCTION OF

## EASEMENT PARK DRAINAGE IMPROVEMENTS

# APPROVED

SIGNED Steve Chutehan DATE 6/13/01

TITLE ASST. CITY ENGINEER

**TOWN OF ADDISON  
PUBLIC WORKS DEPARTMENT**

## CONSTRUCTION SET

ISSUED BY  
TOWN OF ADDISON  
PUBLIC WORKS DEPARTMENT

NAME: Steve Chutehan DATE: 6/13/01

PREPARED BY

**BIRKHOFF, HENDRICKS & CONWAY, L.L.P.**  
CONSULTING ENGINEERS  
DALLAS, TEXAS

MAY, 2001

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

**EASEMENT PARK DRAINAGE IMPROVEMENTS**

**FOR**

**TOWN OF ADDISON, TEXAS**

**Prepared for:**

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

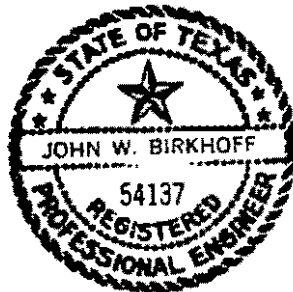
**Prepared by:**

**Birkhoff, Hendricks & Conway, L.L.P.  
7502 Greenville Ave., #220  
Dallas, Texas 75231**

**May, 2001**

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THESE DOCUMENTS ARE FINAL AND  
ARE FOR CONSTRUCTION, BIDDING, AND  
PERMIT PURPOSES.

*John W. Bulloff*  
Date: 5/25/01

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

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the Town of Addison, Texas, for **Easement Park Drainage Improvements**, 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 12, 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 **EASEMENT PARK DRAINAGE IMPROVEMENTS**, Bid No. 01-30.
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 Minok Suh, Purchasing Coordinator, 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 Minok Suh, Purchasing Coordinator, Town of Addison at (972) 450-7091. For information on the work to be performed, call Steve Chutchian, P.E., Assistant Town Engineer, Town of Addison (972) 450-2871 or John Birkhoff at Birkhoff, Hendricks & Conway, 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>
15" HDPE Storm Sewer .....	79 L.F.
18" HDPE Storm Sewer .....	289 L.F.
4' x 4' Grate Inlet .....	1 Ea.
3' x 3' Grate Inlet .....	1 Ea.
Concrete Jogging Path Replacement .....	120 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:** Easement Park Drainage Improvements in the Town of Addison.
- B. **PROJECT DESCRIPTION:** This project consists of furnishing and installing 368 linear feet of HDPE storm sewer, one 4' x 4' grate inlet, one 3' x 3' grate inlet, and replacement of 120 square yards of concrete jogging path, 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.
- Y. **MATERIAL TESTING:** The Contractor shall include in his bid the cost of providing a independent testing laboratory to take samples, run tests and report results. Such laboratory shall be acceptable to the Town of Addison.

**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**  
**Easement Park Drainage Improvements - Phase I**

**BID SCHEDULE**

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	For Site Preparation complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
2	120	S.Y.	Remove and Dispose of Existing Concrete Sidewalk complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
3	12	C.Y.	Furnish and Install Select Fill complete in place, the sum of _____ _____ Dollars and _____ Cents per Cubic Yard		
4	120	S.Y.	Construct 6" Thick Concrete Sidewalk complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
5	1	Ea.	Remove and Reset/Replace Existing 1' x 1' Grate Inlet 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
6	1	L.S.	Remove and Replace Existing Landscape complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
7	1	Ea.	Furnish and Install 4'x 4' Grate Inlet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
8	289	L.F.	Furnish and Install 18-Inch HDPE Storm Sewer Pipe with Embedment by Open Cut complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
9	1	Ea.	Connection to Existing 14-Foot Storm Sewer Inlet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
10	1	L.S.	Erosion Control Design and Implementation complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
11	1	L.S.	Trench Safety 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
12	368	L.F.	Trench Safety Implementation complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
13	1	Ea.	Furnish and Install 3' x 3' Grate Inlet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
14	79	L.F.	Furnish and Install 15-Inch HDPE Storm Sewer Pipe with Embedment by Open Cut complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
15	1	L.S.	For Material Testing complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
<b>TOTAL AMOUNT BID (Items 1 Through 15)</b>					

- 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**

**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:

**Easement Park Drainage Improvements**

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

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

**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

**Easement Park Drainage Improvements**

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

**Easement Park Drainage Improvements**

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

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

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of 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 I, "General Provisions," Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.

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

## SECTION SP

### SPECIAL PROVISIONS

#### SP.1 LOCATION OF PROJECT

The location of the project is in an existing TXU Power Transmission Easement south of Beltline Road and east of Marsh Lane 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 368 linear feet of 18-inch HDPE storm sewer, one 4' x 4' grate inlet, one 3' x 3' grate inlet, and replacement of 120 square yards of concrete jogging path.

#### 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.

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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 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 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)
- Storm Sewer Pipe

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 HDPE STORM SEWER PIPE

The following HDPE Storm Sewer (smooth lined) is acceptable for this project in accordance with the assigned NCTCOG Standard Specification item number and AASHTO designation:

- Polyethylene NCTCOG, Item 2.12.24, AASHTO M294

SP.32 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.33 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.34 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.35 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.

SP.36 MATERIAL TESTING

The Contractor shall include in his bid the cost of providing an independent testing laboratory to take samples, run tests and report results. Such laboratory shall be acceptable to the Town of Addison.

Testing shall include concrete cylinders, density test, and backfill and density tests on embankments. These sets of cylinders shall be taken for each pan. Density testing shall be taken in each lift on a frequency of every 300 feet.