

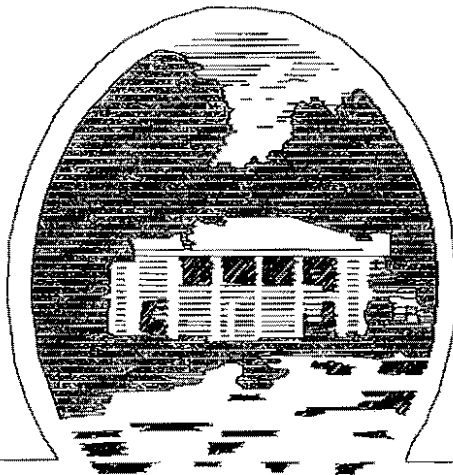
**TOWN OF ADDISON**

**CONSTRUCTION SPECIFICATIONS  
AND CONTRACT DOCUMENTS**

**For**

**Sampling Manhole Construction**

**Dallas North Tollway Between Arapahoe Road and Trinity Mills**  
**(3 Locations)**

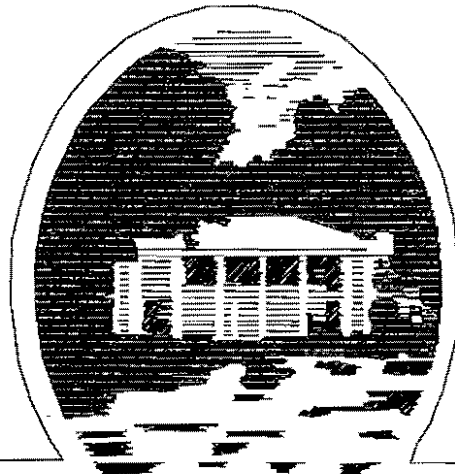


T O W N O F  
**ADDISON**

**Freese and Nichols, Inc.**  
1701 North Market Street, Suite 500  
Dallas, Texas  
October 15, 2004

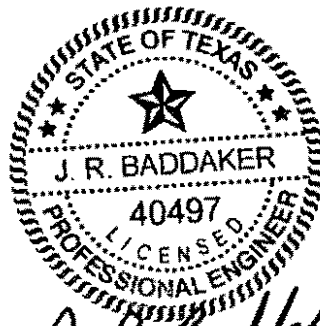


**TOWN OF ADDISON**  
**CONSTRUCTION SPECIFICATIONS**  
**AND CONTRACT DOCUMENTS**  
**For**  
**Sampling Manhole Construction**  
**Dallas North Tollway Between Arapahoe Road and Trinity Mills**  
**(3 Locations)**



T O W N O F  
**ADDISON**

**Freese and Nichols, Inc.**  
1701 North Market Street, Suite 500  
Dallas, Texas  
October 15, 2004



*J. R. Baddaker*  
1-10-05



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- "Standard Specifications for Public Works Construction, Third Edition, North Central Texas Council of Governments (Separate document not furnished).

**SECTION AB**

**ADVERTISEMENT FOR BIDS**

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

1. Sealed bids addressed to the Town of Addison, Texas, for the Construction of Sampling Manhole Improvements, for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by Freese and Nichols, Inc. will be received at the office of Shanna Sims, Budget and Procurement Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00PM on Tuesday, the 8th day of February, 2005**. 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 **SAMPLING MANHOLE CONSTRUCTION**
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) business days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured beginning at **8:00 AM on Friday the 21st day of January, 2005** from Shanna Sims, Budget and Procurement Manager; Finance Building, 5350 Belt Line Road, Addison, Texas. All bidding documents will be provided to the contractor in PDF format.
5. The right is reserved by the Mayor and the Town Council as the interest of the Town may require to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety. The performance and payment bonds shall name the Town of Addison as obligee (or such other entities as may be designated at the time a contract is executed).
8. For information on bidding or to secure bid documents, call Shanna Sims, (972) 450-7089. For information on the work to be performed, call J.R. Baddaker, P.E., Freese and Nichols, Inc, 214-217-2232.
9. This project consists of providing three sampling manholes, pavement repair and miscellaneous improvements as shown on the plans and in accordance with these specifications.
10. A **Mandatory** Pre-Bid Meeting will be held at **2:00 PM on Tuesday the 1st day of February, 2005** at the Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001, 972-450-2871. **All bidders are required to attend**. Lack of attendance will be considered non-responsive and a bid will not be accepted from anyone not attending.

**SECTION IB**

**INSTRUCTION TO BIDDERS**

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

- A. PROJECT:** Sampling Manhole Construction for the Town of Addison.

The bids will be evaluated as stated in Section "O" of the instructions to Bidders.

- B. PROJECT DESCRIPTION:** This project consists of construction of three sampling manholes, pavement repair, and miscellaneous concrete as shown on the plans and in accordance with these specifications.

- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.

- D. DOCUMENTS:** Documents include the Bidding Requirements, including the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Contract Agreement, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Affidavit of Bills Paid, General Provisions, Special Provisions, Technical Specifications, Waiver of Lien, Drawings, and Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.

- E. EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work. A **Mandatory** Pre-Bid Meeting will be held at at 2:00 PM on Tuesday the 1st day of February, 2005 at the Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001, 972-450-2871. **All bidders are required to attend.** Lack of attendance will be considered non-responsive and a bid will not be accepted from anyone not attending.

- F. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Consultant, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.

- G. SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Consultant 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 delivered to each person who has been issued a set of the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.
- I. COMPLETION TIME:** The completion time of the project will be set through the bidding technique used in the Proposal Form. A more detailed explanation of the bidding technique is given in the Special Provisions.
- J. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

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

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

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



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

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

**K. SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Consultant. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The envelopes shall be marked with the following project names:

#### SAMPLING MANHOLE CONSTRUCTION

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

**L. MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.

**M. DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.

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

1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Consultant. The bidder will be required to

establish to the satisfaction of the Owner and the Consultant the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.

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

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

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
4. Whether the bidder has complied with the terms and conditions of the A+B bidding.

Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by NCTCOG, 3<sup>rd</sup> Edition, Item 1.37 "Change or Modification of Contract".

- P. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit 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. The Contractor shall begin construction within five (5) calendar days of the issuance of the Notice to Proceed.

- R. COST PLUS TIME BIDDING:** The time of completion is of the essence for this contract. A special bidding procedure will be used to determine the successful bidder for this project. This procedure takes into account the price offerings from the bidder and the time the bidder intends to complete the work. Details of this procedure are located in the Special Provisions.

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

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

- U. BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner has

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

**V. RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.

**W. CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are shown on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.

**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 (3rd 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 plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
4. A two (2) year Maintenance Bond in accordance with Section MB.

**Y. PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.

**Z. PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, proposal, special provisions (or conditions), technical specifications, general provisions, advertisement for bids, project drawings, Standard Specifications for Public Works Construction – North Central Texas(3<sup>rd</sup> Edition); Standard Drawings. This priority list shall take precedence over item 105.1.1 of the NCTCOG standard specifications.

**SECTION PF**

**PROPOSAL FORM**

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

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

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

Gentlemen:

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

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

**ACKNOWLEDGEMENT OF ADDENDA:**

The Bidder acknowledges receipt of the following addenda:

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

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

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

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

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

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

**PROPOSAL FORM**

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_

a Corporation

organized and existing under the laws of the State of \_\_\_\_\_

OR

Proposal of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

and \_\_\_\_\_

OR

Proposal of \_\_\_\_\_

an individual trading as \_\_\_\_\_

OR

Proposal of \_\_\_\_\_

a Joint Venture consisting of \_\_\_\_\_

and \_\_\_\_\_

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for Sampling Manhole Construction for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by Freese and Nichols, Inc., will be received at the office of Shanna Sims, Budget and Procurement Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 PM on Tuesday, the 8th day of February, 2005**. Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

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

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

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

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

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

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

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

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

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

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

**UTILITY QUANTITIES**  
Sampling Manhole Construction

ITEM No.	DESCRIPTION / UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
101	Academy Sampling Manhole with 4 inch PVC Riser	EA		1	
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
102	Academy Sample Pad with 10 feet of 6" and 6" Outer PVC Connection between Pad and Manhole Cleanout Rubber Plug Sample Enclosure 2 HP Boltons	EA			
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
103	Academy Asphalt Pavement Repair	SF		364	
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
104	Branch Sample Manhole with 4 inch PVC Riser	EA			
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
105	Branch Sample Pad with PVC Connection between Pad and Manhole Cleanout Rubber Plug Sample Enclosure 2 Boltons Restoration	EA			
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
106	Branch Concrete Pavement Repair	SF		150	
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				
107	Keller Sample Sampling Manhole with 4 inch PVC Riser	EA			
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				



**UTILITY QUANTITIES**  
Sampling Manhole Construction

ITEM NO.	DESCRIPTION / UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
	Keller Sumps, Sampler Pads, Cleanouts, Rubber Plugs, Sampler Endosure, Seeding/sodding disturbed areas	EA			
	Complete in Place, for the Sum of				
	_____ Dollars and				
	_____ Cents per unit				

**TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE I, ITEMS 101 THROUGH 108, INCLUSIVE**

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

**SAMPLING MANHOLE CONSTRUCTION  
BID SCHEDULE SUMMARY**

Base Bid Bid Schedule & Description	Total Amount Materials & Services
--	-----------------------------------

I. Utility Improvements \$ \_\_\_\_\_

**TOTAL BID**  
**= TOTAL OF STANDARD BID (A):** \$ \_\_\_\_\_

**WRITTEN IN WORDS:** \_\_\_\_\_

**TOTAL OF TIME BID:** \_\_\_\_\_ (Calendar Days)

**TOTAL OF CALENDAR DAYS x \$250 (B):** \_\_\_\_\_

**BASIS FOR COMPARISON OF BIDS:**  
**(A) + (B) = TOTAL BID:** \_\_\_\_\_

**WRITTEN IN WORDS:** \_\_\_\_\_

**NOTES:**

1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
2. Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.

3. It is understood the the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within ten (10) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

4. One contract will be awarded based on the total value of item I (A) plus (B).

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

**SECTION CA**

**CONTRACT AGREEMENT**

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

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor or City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

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

Sampling Manhole Construction

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

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so has been given to him, and to complete all work within the number of days he bid (Calendar Days "B") in the proposal after he commences work, subject to such extensions or reductions of time as are provided by these Contract Documents.

The OWNER agrees to pay the CONTRACTOR \$\_\_\_\_\_ in current funds for the performance of the Contract in accordance with the Proposal submitted thereof,

subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

BY: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_

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

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

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said Sampling Manhole Construction Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

Corporate Seal

**SECTION PrB**

**PERFORMANCE BOND**

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

STATE OF TEXAS

COUNTY OF DALLAS

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

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

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

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

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

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

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

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



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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

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

WITNESS \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
SURETY

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

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

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

(Surety to Attach Power of Attorney)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

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

**SECTION PyB**

**PAYMENT BOND**

**SECTION PyB  
PAYMENT BOND**

STATE OF TEXAS

COUNTY OF DALLAS

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

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

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

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

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

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

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

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

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

SEAL

\_\_\_\_\_  
CONTRACTOR

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

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

WITNESS \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
SURETY

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

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

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

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

STATE OF TEXAS

COUNTY OF DALLAS

That \_\_\_\_\_ as principal and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ as sureties, said sureties being authorized to do business in the  
State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto  
the Town of Addison, Texas, a duly incorporated home rule municipal corporation under the  
laws of the State of Texas, the sum of

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

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

This obligation is conditioned, however, that whereas said:

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

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do 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; planting materials (trees, shrubs, ground cover, grasses and perennials) and the completed irrigation system will be warranted for one (1) year from the time of final completion and acceptance by the Town of Addison.

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

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

SURETY

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

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

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

ATTEST

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

Agency and Address

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

**SECTION BP**

**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**



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

STATE OF TEXAS

COUNTY OF DALLAS

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Instructions:

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

**SECTION GP**

**GENERAL PROVISIONS**

## **GENERAL PROVISIONS**

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Work Construction, North Central Texas Council of Governments (4<sup>th</sup> Edition, 2002), under Division 100, "General Provisions", Items 101 through 109 inclusive, as amended or supplemented and except as modified by the Special Provisions.
2. The Town of Addison will require the contractor to obtain "Umbrella" Liability Insurance, as described in 103.4.3 of the Standard Specifications for Public Work Construction, North Central Texas Council of Governments (3<sup>th</sup> Edition, 2002), under Division 100, "General Provisions".

**SECTION SP**

**SPECIAL PROVISIONS**

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

**1. OWNER**

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

**2. ENGINEER**

Freese and Nichols, Inc., Engineer of the Owner, or other representative as may be authorized by said Owner to act in any particular position.

**3. FORMS, PLANS AND SPECIFICATIONS**

Forms of Proposal, Contract, Bonds and Plans may be obtained from the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas, (972) 450-7091.

**4. COPIES OF PLANS FURNISHED**

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

**5. PRODUCT RECORD DOCUMENTS**

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

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

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

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



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

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

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

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

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

The Contractor will be responsible for horizontal and vertical survey control for this project. Benchmarks and alignment centerline coordinates are provided on the plans.

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

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

#### **8. REFERENCE SPECIFICATIONS**

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

## **9. REVIEW OF WORK**

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

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

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

Re-examination of any Work may be ordered by the Owner, and, if so ordered, the Work must be uncovered by the Contractor. The cost of this will be the Contractor's expense and shall not be paid for by the Town of Addison.

## **10. INSPECTION**

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

## **11. SCOPE OF WORK**

The Work for this Project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the Plans and Specifications, the proposed improvements for Sampling Manhole Construction

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

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

## **13. DISCREPANCIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. It shall be the responsibility of the Contractor, prior to the initiation

of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. The Contractor shall obtain a right-of-way permit from the Town of Addison.

## **20. PRECONSTRUCTION CONFERENCE**

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

## **21. ADDENDA**

Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than three (3) calendar days prior to the date set for the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

## **22. WATER FOR CONSTRUCTION**

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

## **23. EXCAVATION**

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

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

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

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

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

**26. OWNER'S DECISIONS**

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

**27. LANDS FOR WORK**

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

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

**28. CLEANING UP**

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

**29. AWARD AND EXECUTION OF CONTRACT**

For the purpose of award, each bid submitted shall consist of two parts whereby:

**Standard Bid (A)** = The correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices

**Time Bid (B)** = (CD x Daily Value) = the product of the number of calendar days (CD) provided by the Contractor and the Daily Value established by the Town.

For purposes of this Contract, the Daily Value is \$250.00.

The lowest evaluated bid (Total Bid) will be determined by the Town as the lowest sum of Standard Bid (A) plus Time Bid (B) according to the following formula:

$$\text{Total Bid} = \text{Standard Bid (A)} + \text{Time Bid (B)}$$

Time Bid (B) from the preceding formula will not be used to determine final payment to the Contractor. All payments will be based on actual quantities and bid unit prices.

The Town desires to expedite construction on this contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, an incentive - disincentive provision is established for the contract. **The total incentive payment shall not exceed \$5,000. A bid with more than 60 days will be considered non-responsive and will be rejected.**

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

In the event the Contractor completes the contract prior to the expiration of the Original Contract Time, the Town will pay the Contractor an incentive payment of the Daily Value amount specified in provision 29 for each calendar day the actual completion date precedes the Original Contract Time and subject to the conditions set forth below. The term "Original Contract Time" as used in this Provision will mean the number of calendar days established by the Contractor for completion of the work of the Contract on the date the Contract was executed. The term "calendar day" as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein. For purposes of the calculation and the determination of entitlement to the incentive payment stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in roadway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Original Contract Time for purposes of calculation of the incentive payment set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change orders, supplemental agreements, utility conflicts, design changes or defects, extra work, right of way issues, or other situations which are not the fault of or a direct result of contractor negligence which may impact the critical path of the project construction schedule, the Town may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

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

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

(1) Actually complete all Contract requirements, including the completion of all punch list work, and obtain final acceptance by the Town prior to expiration of the Original Contract Time.

(2) The Contractor shall notify the Town in writing, within 30 days after final acceptance of the Contract by the Town, that the Contractor elects to be paid the incentive payment which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Town, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all inclusive and absolute, save and except any routine Town final estimating quantity adjustments.

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

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

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

**31. USE OF EXPLOSIVES**

Use of explosives will not be allowed.

**32. PROJECT MAINTENANCE**

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

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

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

**34. REMOVALS, ADJUSTMENTS AND REPLACEMENTS**

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

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

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

**35. TOWN OF ADDISON APPROVAL**

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



### **36. TRAFFIC CONTROL**

The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the latest edition of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of Sections 542.202, 544.001 and 544.002 of the Texas Transportation Code. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the Town of Addison to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. The Contractor shall submit a Traffic Control Plan at least five (5) calendar days prior to commencing work for review and approval by the Town of Addison.

### **37. CERTIFICATION**

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

### **38. FINAL ACCEPTANCE OF WORK**

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

### **39. WORK AREA**

Contractor shall restrict his construction activity to the project limits.

### **40. CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

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

### **41. PAY ITEMS**

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

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

### **42. SAMPLES AND TESTS OF MATERIALS**

The Contractor shall furnish all concrete mix designs for this project: Class F (NCTCOG 4,200 psi) for manholes and pavement repair, Class A (NCTCOG 3000 psi) for curb and gutter and sampler pads. Samples of all materials for tests shall be taken by the Contractor's authorized representative as necessary to produce an accurate concrete mix design.

All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (3rd Edition, 2002) as amended or supplemented.

All concrete mix designs and supporting data shall be submitted to the Owner for approval and accepted at least ten (10) days prior to placing concrete. **All costs for testing and lab work shall be paid by the Contractor and will be subsidiary to other bid items.**

**43. LIME TREATMENT**

Will not be used in this project.

**44. COMPLIANCE WITH GENERAL RULES AND LAWS**

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

**45. COMPLIANCE WITH IMMIGRATION LAWS**

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

**46. RESOLUTION OF DISPUTES**

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

**47. GENERAL SEQUENCE OF CONSTRUCTION**

Prior to the start of work, the contractor shall develop a detailed construction and sequence of construction schedule using the critical path method, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction access to all side streets and driveways must be maintained at all times unless otherwise authorized in writing by the Town of Addison.

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

Erosion control devices must be properly installed and maintained during all stages of construction.

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

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

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

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

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

No geotechnical information is available.

## **50. GRASS REPAIR**

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

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

The contractor shall maintain all existing irrigation systems within the limits of the project during the duration of the contract. The contractor shall employ a licensed irrigator who is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid. The contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at his own cost.

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

### **A. Definitions.**

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

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

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

- B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

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

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

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

#### REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

**53. COORDINATION BETWEEN CONTRACTORS**

Construction of certain private improvements will be underway simultaneous with the public improvements. The public contractors shall coordinate and sequence their construction with each other and the private contractors through the owner. The coordination with other contractors in no way relieves a single contractor from ensuring that the total project is coordinated and sequenced to stay on schedule.

**54. RESTRICTED WORK HOURS**

Per the Town of Addison Building Regulations, "It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday and Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in cases of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager."

**55. PREVAILING WAGE RATES**

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

**56. MODIFICATIONS TO NCTCOG STANDARD SPECIFICATIONS**

Item 107, Section 2 – Indemnification, of the North Central Texas Council of Government Specifications will be replaced with the following:

**107.2. INDEMNIFICATION**

**EXCEPT AS LIMITED HEREIN, CONTRACTOR COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, OWNER, ITS OFFICIALS, OFFICERS, EMPLOYEES, ENGINEER AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF THE WORK AND SERVICES TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE OWNER, ITS OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS. CONTRACTOR LIKewise COVENANTS AND AGREES TO, AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL INJURIES, DAMAGE, LOSS OR DESTRUCTION TO PROPERTY OF OWNER DURING THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, WHETHER OR**

**NOT CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE OWNER, ITS OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**LIMITATION ON INDEMNITY OBLIGATION. CONTRACTOR SHALL HAVE NO DUTY TO INDEMNIFY OWNER FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE OWNER. IF DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF OWNER AND CONTRACTOR, CONTRACTOR'S INDEMNITY OBLIGATION WILL BE LIMITED TO ALL ATTORNEYS' FEES AND COSTS, AND A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO CONTRACTOR'S OWN PERCENTAGE OF RESPONSIBILITY.**

**57. DALLAS WATER UTILITY STANDARDS:**

All construction shall be in accordance with Dallas Water Utility Standards which include the "North Central Texas Standard Specifications for Public Works Construction (3<sup>rd</sup> edition-1998) and the Dallas Water Utilities 1998 addendum thereto. All references in the DWU standards to the Division 1 3<sup>rd</sup> edition are inapplicable to this project. All DWU construction standards are to be used for this project.



**PREVAILING WAGE RATES**

WAIS Document Retrieval

GENERAL DECISION: TX20030035 02/13/2004 TX35

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

Superseded General Decision Number: TX020035

State: Texas

Construction Types: Heavy

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

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

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

\* PLUM0100-002 05/01/2003

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

SUTX1991-004 09/23/1991

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

Truck Driver.....\$ 8.528

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

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

**PREVAILING WAGE RATES**

WAIS Document Retrieval  
GENERAL DECISION: TX20030045 TX45

Date: June 13, 2003  
General Decision Number: TX20030045

Superseded General Decision No. TX020045

State: TEXAS

Construction Type:

HEAVY  
HIGHWAY

County(ies):

COLLIN	GRAYSON	ROCKWALL
DALLAS	JOHNSON	TARRANT
DENTON	KAUFMAN	WICHITA
ELLIS	PARKER	

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS IN WICHITA COUNTY ONLY.

HIGHWAY CONSTRUCTION PROJECTS ONLY FOR REMAINING COUNTIES

Modification Number    Publication Date

0                    06/13/2003

COUNTY(ies):

COLLIN	GRAYSON	ROCKWALL
DALLAS	JOHNSON	TARRANT
DENTON	KAUFMAN	WICHITA
ELLIS	PARKER	

SUTX2043A 03/26/1998

	Rates	Fringes
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
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
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)(ii)).

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.

#### WAGE DETERMINATION APPEALS PROCESS

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- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate)

ruling

On survey related matters, initial contact, including requests

SECTION WOL

WAIVER OF LIEN

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

**1. Partial Waiver of Lien**

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

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

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

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

**2. Final Waiver of Lien**

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

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

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

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



## **TECHNICAL SPECIFICATIONS**

0220-Trench Safety  
02575-Paving Repair and Resurfacing  
02601- Manholes and Cleanouts

## **02220 TRENCH SAFETY**

### **1.00 GENERAL**

#### **1.01 WORK INCLUDED**

- A. This specification consists of the basic requirements which the Contractor must comply with in order to provide for the safety and health of workers in a trench. This specification is for the purpose of providing minimum performance specifications, and the Contractor shall develop, design, and implement the trench safety system. The Contractor shall bear the sole responsibility for the adequacy of the trench safety system and providing "a safe place to work" for the workman.
- B. Should the trench safety protection system require wider trenches than specified elsewhere, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, as well as, purchase and installation of alternate materials.

#### **1.02 QUALITY ASSURANCE [Not Used]**

#### **1.03 SUBMITTALS [Not Used]**

#### **1.04 STANDARDS**

- A. The following standard shall be the minimum governing requirement of this specification and is hereby made a part of this specification as if written in its entirety.
- B. Occupational Safety and Health Standards - Excavations (29CFR Part 1926), U.S. Department of Labor, latest edition.
- C. Comply with the applicable Federal, State, and local rules, regulations, and ordinances.

#### **1.05 DELIVERY AND STORAGE [Not Used]**

#### **1.06 JOB CONDITIONS [Not Used]**

#### **1.07 OPTIONS [Not Used]**

#### **1.08 GUARANTEES [Not Used]**

### **2.00 PRODUCTS [NOT USED]**

### **3.00 EXECUTION [NOT USED]**

**END OF SECTION**

## **02575 PAVING REPAIR AND RESURFACING**

### **1.00 GENERAL**

#### **1.01 WORK INCLUDED**

Furnish labor, materials, equipment and incidentals necessary to repair and resurface pavement. This section shall govern for the repair or replacement of pavement or other improved surfaces damaged or destroyed in performing the construction of water and sewer lines.

#### **1.02 QUALITY ASSURANCE [Not Used]**

#### **1.03 SUBMITTALS**

Submittals shall include:

- A. Proposed material list and sources
- B. Experience record of proposed paving subcontractor
- C. Concrete and asphalt batch mixes as a shop drawing.

#### **1.04 STANDARDS**

The applicable provisions of the following standards shall apply as if written here in their entirety:

North Central Texas Standard Specifications for Public Works Construction Fourth Edition, Specification item 402 Pavement Cut, Excavation and Pavement Repair, item 403 Asphalt Pavement Repair, and item 305.2 Concrete sidewalks, Driveway Approaches, and Barrier Ramps.

#### **1.05 DELIVERY AND STORAGE [Not Used]**

#### **1.06 JOB CONDITIONS**

Do not place materials when, in the opinion of the Owner's Representative, weather conditions are unsuitable. Do not place concrete when the temperature is 40 degrees F and falling. Concrete may be placed when temperature is above 35 degrees F and rising. Do not place asphalt or asphaltic concrete when the temperature is below 50 degrees F and falling. Asphalt or asphaltic concrete may be placed when temperature is above 40 degrees F and rising.

#### **1.07 OPTIONS [Not Used]**

#### **1.08 GUARANTEES [Not Used]**

### **2.00 PRODUCTS**

#### **2.01 MATERIALS**

##### **A. CONCRETE PAVEMENT**

- 1. CONCRETE: Conforming to NCT item 305.2.

##### **B. ASPHALT PAVEMENT**

- 1. HOT MIX ASPHALTIC CONCRETE
  - a. In accordance with NCT item 403.2.3

2.02 MIXES [Not Used]

2.03 FABRICATIONS [Not Used]

2.04 MANUFACTURED PRODUCTS [Not Used]

### 3.00 EXECUTION

#### 3.01 PREPARATION

##### A. CONCRETE PAVEMENT

Cut pavement in parallel straight lines a minimum of 1' outside trench walls on each side to permit pavement removal before trench excavation. Make cuts by sawing partial pavement depth to avoid cutting reinforcing steel. After concrete pavement is broken up and removed, cut off existing reinforcing steel to provide a minimum of 30 bar diameters lap with new reinforcing steel on each side and bent back to clear the trench for excavation and pipe laying.

##### B. ASPHALT PAVEMENT

Cut paved surface in parallel straight lines outside trench walls prior to trench excavation. Before pavement replacement has begun, make additional straight line cuts and remove pavement a minimum of 1' outside trench walls.

##### C. SUBGRADE

The subgrade, including granular trench backfill, shall be approved by the Owner's Representative before any base or pavement surface is replaced. Moisten, reshape, and recompact subgrade as necessary to receive the base material.

#### 3.02 INSTALLATION

##### A. CONCRETE PAVEMENT REPLACEMENT

1. Install reinforcing steel on the approved subgrade and securely tie in place. Bend down existing reinforcing into proper position and securely tie each bar to new reinforcing bars. Support and tie reinforcing to steel bar chairs or other suitable supporting devices. New reinforcement shall be of equal size and spacing to existing steel, unless otherwise indicated. Install substantial forms to proper grade at pavement edges.
2. Rapidly deposit concrete on the subgrade in successive batches and distribute to the required depth and for the entire width of the pavement by shoveling or other approved methods. Do not use rakes in handling concrete. The placing operation shall be continuous. Level the concrete, as soon as placed, and then struck off and screed to such elevation above grade that when consolidated and finished the surface of the pavement shall be at the proper elevation. Tamp the entire surface and consolidate the concrete so as to insure maximum compaction and a minimum of voids.
3. After final floating and while the concrete is still workable, finish the surface to provide a uniform surface of gritty texture by brooming, use of belting, burlap drags or other approved methods.
4. Cure the concrete with an approved curing compound or other approved means. Concrete pavement shall not be opened to traffic until it has gained sufficient strength to withstand traffic without damage unless approved protective devices are provided. Concrete pavement at an age of seven (7) days or a strength of 2,000 psi may be opened to traffic.

##### B. ASPHALT PAVEMENT REPLACEMENT

1. **HOT MIX ASPHALTIC CONCRETE:** Apply prime coat to base or tack coat base as indicated. Coat contact surfaces of pavement edges and structures with asphalt before any pavement is placed. Do not place pavement until the Owner's Representative has approved the base. Hauling or transporting of the material to the project site, placing, compaction, and shaping shall be in accordance with TXDOT Standard Specification Item 340.6 as applicable for small areas. After final compaction of the pavement, no vehicular traffic of any kind shall be permitted until the pavement has cooled and hardened for at least six (6) hours. Smooth the finished surface course, upon completion of final rolling true to grade and cross section. Immediately correct low or defective areas by cutting out the faulty areas and replacing with fresh, hot mixture. Compact the area to conform to the remainder of the pavement.

3.03 FIELD QUALITY CONTROL [Not Used]

3.04 CLEAN AND ADJUST [Not Used]

3.05 SCHEDULES [Not Used]

**END OF SECTION**

## 02601 MANHOLES AND CLEANOUTS

### 1.00 GENERAL

#### 1.01 WORK INCLUDED

- A. Provide labor, materials, equipment and incidentals necessary to construct standard and special manholes and cleanouts complete with covers, fittings, and other appurtenances, in accordance with the details
- B. It is the intent that the tops of the manholes be set to proper elevation by using a predetermined length of the bottom section of the manhole riser and using standard lengths for the other sections of the riser pipe.

#### 1.02 QUALITY ASSURANCE [Not Used]

#### 1.03 SUBMITTALS

Submittals shall be in accordance shall include:

- A. Drawings and data covering precast concrete sections. These shall be submitted as Record Data.
- B. Concrete batch mix for cast in place sections shall be submitted as a Shop Drawing.
- C. Manhole lid and ring shall be submitted as Record Data-

#### 1.04 STANDARDS

Applicable provisions of the following standards shall apply as if written here in their entirety:

ASTM A-48	"Specification for Gray Iron Castings"
ASTM C-478	"Specification for Precast Reinforced Concrete Manhole Sections"
ASTM D-2240	"Test Method for Rubber Property - Durometer Hardness"
ANSI A21.10	American National Standard for Gray Iron and Ductile Iron Fittings, 3 Inch Through 48 Inch for Water and Other Liquids
ASTM C-76	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C-33	Concrete Aggregates
ASTM C-923	Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals

#### 1.05 With the following additions for Precast Reinforced Concrete Manhole Sections:

- A. All ASTM C478 pipe shall be machine made by a process that shall provide for uniform placement of zero slump concrete in the form and compaction by mechanical devices which shall assure a dense concrete in the finished product, except that reducer cones may be wet-cast.
- B. Aggregates for the concrete shall comply with the requirements of ASTM C-33, with the additional requirement that the aggregate shall have a minimum of 50-percent of calcium carbonate equivalent,
- C. Minimum wall thicknesses for the manhole risers shall be as listed under Wall "B" in the ASTM C-76 "Class Tables".
- D. Manhole steps shall not be furnished for sanitary sewer manholes.

1.06 DELIVERY AND STORAGE

- A. Do not deliver precast concrete section to the job site until representative concrete control cylinders have attained a strength of at least 80% of the specified minimum.
- B. Inspect precast concrete sections upon delivery, and reject any cracked or otherwise visibly defective units.

1.07 JOB CONDITIONS [Not Used]

1.08 OPTIONS [Not Used]

1.09 GUARANTEES [Not Used]

2.00 PRODUCTS

2.01 MATERIALS

All materials shall conform to Dallas Water Utility Standards.

A. CLEANOUT FITTINGS

- 1. Pipe fittings shall be ductile iron and shall conform to ANSI A21.10 with a minimum pressure rating of 250 psi.
- 2. The cleanout casting shall conform to ASTM A-48, Class 30.

2.02 MIXES [Not Used]

2.03 FABRICATIONS [Not Used]

2.04 MANUFACTURED PRODUCTS

- A. All manufactured products shall meet Dallas Water Utility Standards including precast concrete sections, manhole rings, and covers.

3.00 EXECUTION

3.01 INSTALLATION

A. MANHOLE BASE

- 1. The applicable details as indicated shall apply. Form and place the base of the manholes under and around the existing carrier pipe to form a flat platform above the top of the pipe to receive the precast circular manhole sections. After the manhole has been completed, entry to the pipe area shall be made by saw-cutting a section from the top of the pipe. Any debris resulting from this operation must be completely removed from the interior of the pipe.
- 2. Give the concrete portion of all inverts within the manholes a smooth steel trowel finish.
- 3. The first section of pipe extending out a minimum of 24" from each side of the manhole base shall be supported by concrete as part of the manhole base. No additional payment shall be made for this concrete cradle; same shall be included in the bid price for the manhole.

B. MONOLITHIC MANHOLES

Pour monolithic concrete manholes on the job site using specifically designed, re-usable plastic or metal forms. Pour manholes provide a formed wall thickness of at least 6".

Monolithic manholes shall be substantially water-tight when completed. Bases or footing for these manholes shall be as described shown in the details.

C. MANHOLE RINGS AND COVERS

Securely anchor the base of the manhole ring into a 6" minimum thickness precast concrete ring as indicated, and set on top of concentric manhole cone as a unit.

D. CLEANOUTS

Provide a cleanout at that the pipe penetration of the sampler pads.

3.02 GROUTING

Use the mortar for grouting within 40 minutes after mixing. Discard mortar which has begun to take an initial set. Do not mix mortar with additional cement or new mortar.

3.03 FIELD QUALITY CONTROL

Manholes shall be tested by hydrostatic exfiltration or vacuum testing in accordance with Dallas Water Utility Standards . Manholes shall be tested after installation with all connections ( existing and /or proposed) in place. Drop connections and gas sealing connections shall be installed prior to testing.

3.04 CLEAN AND ADJUST [Not Used]

3.05 SCHEDULES [Not Used]

**END OF SECTION**