PROJECT MANUAL FOR TRAFFIC SIGNAL INSTALLATION Spring Valley Road and Greenhill School

Town of Addison, Texas Job #96-16

Prepared for:

Town of Addison
P.O. Box 144, Addison, Texas 75001
and
Greenhill School

Prepared by:

Jack Hatchell & Associates P.O. Box 260119 Plano, Texas 75026-0119 (214) 424-1368

March 27, 1996

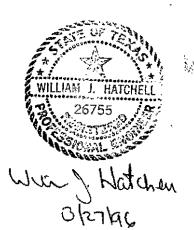


TABLE OF CONTENTS

Section I Advertisement for Bids

Section II Instructions to Bidders

Section III Proposal Form

Section IV Contract Agreement

Section V Performance Bond

Section VI Payment Bond

Section VII Maintenance Bond

Section VIII Contractor's Affidavit of Bills Paid

Section IX General Provisions

Standard Specifications for Public Works Construction, North Central Texas (separate document not furnished)

Section X Special Provisions

Section XI Technical Specifications

Appendix A Sample of Texas Sales Tax Exemption Certificate

SECTION I ADVERTISEMENT FOR BIDS

SECTION I ADVERTISEMENT FOR BIDS

- 1. Sealed bids addressed to the Town of Addison, Texas, for Spring Valley Road at Greenhill School Traffic Signal Installation, Bid Number 96-16, for the Town of Addison, Texas, hereinafter called "Owner" in accordance with plans, specifications and contract documents prepared by Jack Hatchell & Associates, will be received at the office of Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas until 2:30 p.m. on the 15th day of April, 1996. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
- The Contractor shall identify his bid on the outside of the envelope by writing the words "TOWN OF ADDISON, SPRING VALLEY ROAD AT GREENHILL SCHOOL TRAFFIC SIGNAL INSTALLATION, BID NUMBER 96-16".
- 3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company licensed by the State of Texas to act as a Surety, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
- 4. Plans, specifications and bidding documents may be secured from Clyde Johnson, Purchasing Manager, Finance Building, 5350 Belt Line Road, Addison, Texas.
- 5. The right is reserved by the Mayor and the City Council as the 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.
- 8. For information on bidding or to secure bid documents, call Clyde Johnson (214) 450-7090. For information on the work to be performed, call John Baumgartner, Director of Public Works (214) 450-2886.
- 9. This project consists of providing a traffic signal and other miscellaneous improvements as shown on the plans and in accordance with the specifications.

SECTION II INSTRUCTIONS TO BIDDERS

SECTION II INSTRUCTIONS TO BIDDERS

- A. PROJECT: Spring Valley Road at Greenhill School Traffic Signal Installation, Town of Addison, Bid Number 96-16.
- B. PROJECT DESCRIPTION: This project consists of providing a traffic signal and other miscellaneous improvements as shown on the plans and in accordance with the specifications.
- C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special Revisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section I 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 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 sire 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-contractor to inform himself as to conditions affecting the Work.
- F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Drawings, he may submit to the Engineer, 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 of 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 Engineer 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 each Addenda will be mailed, faxed, or delivered to each person who has been issued a set 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 registered mail, fax, 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 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: A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. PREPARATION OF BIDS: Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of the discrepance between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. 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.
- 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 Town of Addison. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.

- L. MODIFICATIONS AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) calendar days after the time agreed upon for the receipt of bids.
- M. DISQUALIFICATIONS: 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 notifications 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 Engineer. The bidder will be required to establish to the satisfaction of the Owner and the Engineer 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 Engineer, in making his recommendation, will consider the following elements:

- 1. Whether the bidder is a contractor with experience in the type of work involved.
- 2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
- 3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
- P. EXECUTION OF TO THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

- Q. CONSTRUCTION SCHEDULE: It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed. The Contractor shall complete construction within one hundred and ten (110) calendar days from the proposed date of beginning.
- R. LIQUIDATED DAMAGES: The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule shall be deducted from the monies due the Contractor:

\$250 per Calendar Day

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

- S. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.
- T. BONDS: A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.
- U. BID SECURITY: Bids shall be accompanied by a cashier's check or certified check upon a national or state band in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the Town of Addison, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice or 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 this bid.

- V. RESOLUTIONS: If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. CONSTRUCTION STAKING: Construction staking will not be provided by the Owner.
- X. FINAL PAYMENT: The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
 - 1. A Contractor's Affidavit of Bills Paid in accordance with Section VIII.
 - 2. A Consent of Surety Company to Final Payment.
 - 3. A complete set of as-built plans which indicate all construction variations from the original construction documents in accordance with item 5 of the Special Provisions.
 - 4. A one (1) year Maintenance Bond in accordance with Section VII.
- Y. WORKERS COMPENSATION: The Contractor shall meet all the conditions regarding Workers' Compensation Insurance Coverage as set forth in the Special Provisions.

END OF SECTION II

SECTION III PROPOSAL FORM

BID FORM

		, 19
TO:	The Honorable Mayor and City Council	
10.	Town of Addison, Texas	
Gentle	emen:	
and th of the comp	ndersigned bidder, having examined the plans, specifications and contract do the location of the proposed work, and being fully advised as to the extent and work proposes to furnish all equipment and to perform labor and work necessary letion of the work described by and in accordance with the Plans, Specifical act for the following prices, to wit:	character essary for
	Signed by:	
ACKI	NOWLEDGMENT OF ADDENDA:	*
The E	Bidder acknowledges receipt of the following addenda:	
Adde	ndum No. 1	•
Adde	ndum No. 2	-
Adde	ndum No. 3	;

Clarification of Bid Items

The following notes are intended to clarify the Bid Items contained in Bid Schedule A:

- 1. Description of Bid Items
- Item 10: PSC83E300P
 POLYCARBONATE TRAFFIC SIGNAL WITH TUNNEL VISORS, COLOR
 BLACK LENS CONFIGURATION: RED, YELLOW GREEN
 MANUFACTURER: Traffic Control Technologies
- Item 11:
 POLYCARBONATE TRAFFIC SIGNAL WITH TUNNEL VISORS, COLOR
 BLACK WITH FIBEROPTIC DUAL INDICATION RIGHT TURN SIGNAL LENS
 CONFIGURATION (1), LEFT TURN SIGNAL LENS CONFIGURATION (1),
 LENS CONFIGURATION: RED, YELLOW, GREEN, LEFT (RIGHT) TURN
 FIBEROPTIC DUAL INDICATION YELLOW AND GREEN ARROW.
 MANUFACTURER: Traffic Control Technologies
- Item 12: 7037 W/4805
 INCANDESCENT 1 SECTION CAST ALUMINUM SIGNAL COLOR BLACK
 WITH A SINGLE PIECE DOUBLE PARABOLIC REFLECTOR, A TWO COLOR
 WORD MESSAGE LENS. A SINGLE PIECE CAST ALUMINUM SWING DOWN
 DOOR FRAME. A BLACKOUT Z-CRATE TYPE SUN VISOR, TWO A21 LONG
 LIFE TRAFFIC SIGNAL LAMPS AND CLAMSHELL TYPE MOUNTING.
 MANUFACTURER: IDC/Indicator Controls
- Item 13: SF-2014
 PUSH BUTTON STATION ASSY WITHOUT CABLE GUIDE, FREEZE PROOF 9"X12", COLOR: BRUSHING BROWN
 MANUFACTURER: Pelco

• Item 14: 820A16P/18CM/12D/P44/SPECIAL CONTROLLER & CABINET ASSY

820A CONTROLLER AND CABINET ASSY TO INCLUDE: PAINTED P44 CABINET (META-FLEX DARK BRONZE OUTSIDE, WHITE INSIDE) 16 POSITION BACKPANEL, 16 DIAGNOSTIC VEHICLE LOAD SWITCH (POSITIVE AND NEGATIVE HALF-WAVE SIGNAL SENSING AND FAULT LATCHING), 1 NEMA FLASHER, 1 (18) CHANNEL EDI SSM-18LE CONFLICT MONITOR, 6 FLASH TRANSFER RELAYS, 1 POWER PANEL, 1 DETECTOR PANEL WITH 12 LOOP HARNESSES, AND 12 SINGLE CHANNEL LOOP DETECTORS.

MANUFACTURER: IDC/TranConex/Multisonic

 Item 15: MODEL 521
 OPTICOM OPTICAL DETECTOR MANUFACTURER: 3M

• Item 20: MODEL 138

 Item 36: BK-1003-C MANUFACTURER: Pelco

• Item 37: BK-1004-C MANUFACTURER: Pelco

 Item 38: AB-0116-3-29 MANUFACTURER: Pelco

 Item 39: AB-0116-4-29 MANUFACTURER: Pelco

Item 40: MODEL 562
 MANUFACTURER: 3M

2. Incidental Bid Items

Any work required for the completion of this project that is not identified as a bid item shall be considered incidental to the items shown in Bid Schedule A. Incidental items include, but are not limited to, seeding and watering, restoration, and materials testing.

	Est. Quan		Description		Unit Price	Amount
1	1	L.S.	Mobilization, bonds and insurance, complete per lump sur			\$
2	1	L.S.	Clearing and Grubbing complete in place, per lump sum	\$.	***************************************	\$
3	20	EA.	Pullbox, complete in place, per each	\$.		\$
4	1,800	L.F.	2"-Schedule 40 PVC Electrical Conduit (Trenched), complete in place, per linear foot	\$_		\$
					- Dollars - Cents	,
5	100	L.F.	3"-Schedule 40 PVC Electrical Conduit (Trenched), complete in place, per linear foot	\$_		\$
						?

	Est. Quan.	Unit	Description	Unit Price	Amount
6	500	L.F.	3"-Schedule 40 PVC Electrical Conduit (Bored), complete in place, per linear foot	\$	\$
7	1	EA.	24' Mast Arm & Pole Assembly complete in place, per each	\$	\$
8	1	EA.	42' Mast Arm & Pole Assembly complete in place, per each	\$	\$
			·····		
9	1	EA.	45' Mast Arm & Pole Assembly complete in place, per each	\$	\$
10	1	EA.	Pedestal Pole Assembly, complete in place, per each	\$	\$
				— Dollars — Cents	· ·

			Description		Unit Price	Amou	nt	
11	9	EA.	12" - 3 Section Signal Head complete in place, per each	\$		\$		
				·	- Dollars - Cents			
12	2	EA.	12" - 4 Section Signal Head with Green/Yellow Fiber Optic Turn A complete in place, per each			\$		
13	6	EA.	Pedestrian Signal Head With Mounting Hardware and R10-4b Signs, complete in place, per each	\$.		\$		
14	6	EA.	Pedestrian Push Button and sign Assembly, complete in place, per each	\$_		<u> </u>		- -
					- Dollars - Cents			•
15	1	EA.	8 Phase NEMA Controller & cabinet Assembly, complete in place, per each	\$_		 \$		
					- Dollars - Cents			4 2.

		Unit	Description		Unit Price	Amount
16	2	EA.	Opticom Directional Sensors, complete in place, per each	\$.		\$
17	8	EA.	5' X 60' Quadrapole Loop detectors, complete in place, per each	\$_		\$
18	2	EA.	5' X 40' Loop Detectors, complete in place, per each	\$.		\$
					_	
19	12	EA.	5' X 5' Loop Detectors, complete in place, per each	\$ -		\$
20	1	EA.	Electrical Service Connection, complete in place, per each	\$_		\$
						·

	Est. Quan		Description		Unit Price	Amoun	t
21	590	L.F.	3 Conductor Opticom Cable, complete in place, per linear foo		· · · · · · · · · · · · · · · · · · ·	 \$	
22	197	L.F.	5 Conductor Signal Cable (#12 AWG), complete in place, per linear foot	\$ _		\$	
			<u> </u>				
23	83	L.F.	7 Conductor Signal Cable (#12 AWG), complete in place, per linear foot	\$_		\$	***************************************
24	1,435	L.F.	9 Conductor Signal Cable (#12 AWG), complete in place, per linear foot	\$_		\$	
			,				ME H IP
25	390	L.F.	16 Conductor Signal Cable (#12 AWG), complete in place, per linear foot	\$ _		\$	•
							•

			Description		Unit Price	Amount
26	65	L.F.	#6 XHHW Electrical Wire, complete in place, per linear foot			\$
27	65	L.F.	#6 Bare Electrical Wire, complete in place, per linear foot			_ \$
28	3,310	L.F.	Shielded Detector Cable, (#18 AWG), complete in place, per linear foot	\$_		\$
29	550	L.F.	2 Conductor Twisted Pair Cable complete in place, per linear foot		······································	\$
					- Dollars - Cents	•
30	1	EA.	Traffic Signs (R10-12), complete in place, per each	\$_		\$
			· ·			* ;

	Est. Quan.		Description	Unit Price	Amount
31	1	EA.	24" X 30" Special Sign (Right and Left Turn Arrows Only), complete in place, per each	\$	\$
32	1	EA.	Traffic Sign (R3-8U), complete in place, per each	\$	\$
				— Dollars — Cents	
33	1	EA.	Traffic Sign (ER3-4), complete in place, per each	\$	\$
34	4	EA.	Thermoplastic Pavement Marking Arrow Symbols, complete in place, per each	\$	\$
35	112	LF.	24" Solid White Thermoplastic Stop Bar Line, complete in place per linear foot		 \$

	Est. Quan		Description		Unit Price	Amount
36	102	EA.	4" Yellow Bi-Directional Retro reflective Pavement Marking ceramic Buttons, complete in place per each			\$
37	51	EA.	4" White Bi-Directional Retro reflective Pavement Marking ceramic Buttons, complete in place per each			\$
					Dollars Cents	•
38	9	EA.	Vacuum Formed Backplate, 3 Section 12" TCT, complete in place, per each	\$_		<u> </u>
					Dollars Cents	
39	2	EA.	Vacuum Formed Backplate, 4 Section 12" TCT, complete in place, per each	\$_		\$ <u>.</u>
					Dollars Cents	•
40	9	EA.	3 Section Astro Brac with 29" Bands, complete in place, per each	\$		\$
			2 12	1	Cents	٠.

BID SCHEDULE A

	Est. Quan		Description		Unit Price	Amou	nt
41	2	EA.	4 Section Astro Brac With 29" Bands, complete in place, per each	\$_		\$	
			•				
42	3	EA.	Opticom Discriminate Module, complete in place, per each	\$_		\$	
43	1	EA.	Pedestal Pole Concrete Foundation, Type 24-A, complete in place, per each	\$_		<u> \$</u>	· ·
					Dollars Cents		
44	1	EA.	Signal Pole Concrete Foundation, Type 30-A, complete in place, per each	\$_	-	\$	
					Dollars Cents		7
45	2	EA.	Signal Pole Concrete Foundation, Type 30-B, complete in place, per each	\$_		\$	•
					Dollars Cents		· }

			Description		Unit Price	Amount
46	125	S.F.	Remove and replace existing concrete sidewalk, complete in place, per square foot	\$_		 \$
					- Dollars - Cents	
MAT BID	ERIA SCHE	LS AN	T BID FOR ID SERVICES, A, ITEMS INCLUSIVE			_
						_ Dollars
	***************************************					Cents

The completion time for this Contract is 110 calendar days.

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 a discrepancy, the words shall control.
- 3. Materials, which are "tax exempt," are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as concrete, and roadbase, etc.

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

If BIDDEŘ is:	
An Individual	
By(Individual's Na	
doing business as	
Business address:	
Phone No.	
A Partnership	
Ву	(Seal)
(Firm Name))
(General Partn	er)
doing business as	
Business address:	
	· · .
	÷

Phone No.

A Corporation (Corporation Name) (State of Incorporation) (Name of Person Authorized to Sign) (Title) (Corporate Seal) Attest _____ (Secretary) Business address: Phone No. _____ A Joint Venture (Name) (Address) (Name) (Address)

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

SECTION IV CONTRACT AGREEMENT

SECTION 4 AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEME	NT is made and entered	into this day of	19, by and
between the Town of	Addison, acting through i	ts Mayor, thereunto du	y authorized so to do
Party of the First Part	, hereinafter termed the O	WNER, Party of the So	econd Part, hereinafter
termed the OWNEI	ξ , and	, of t	he City of
County of	, State of	, Party of the Se	econd Part, hereinafter
termed CONTRACT	OR.		

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:

Spring Valley Road at Greenhill School Traffic Signal Installation Bid Number 96-16

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

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 110 calendar days after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR	t \$ in current funds
for the performance of the Contract in accord	
subject to additions and deductions, as provide	ed in the General Provisions, and to make
payments of account thereof as provided therein	1.
THE TOTAL PROPERTY OF THE PARTY	
IN WITNESS HEREOF, the parties of these pre	sents have executed this AGREEMENT in
the year and day first above written.	
TOWN OF ADDISON	ATTEST:
(OWNER)	ATTEST.
(OWINER)	
By:	
By: Ron Whitehead, City Manager	Carmen Moran, Secretary
	•
Ву:	
Contractor	
The following to be executed if the CONTRAC	TOR is a corporation:
T montée de Tour	
I,, certify that I am to CONTRACTOR herein; that	the secretary of the corporation named as
behalf of the CONTRACTOR is the (official ti	of said corporation, that
said Contract was duly signed for and in beh	· ·
governing body, and is within the scope of its co	
governing body, and is within the scope of its co	orporate powers.
Signed:	<i>',</i> :
<u> </u>	

Corporate Seal

SECTION V PERFORMANCE BOND

SECTION V PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS	Date Bond Executed:			
PRINCIPAL:				
SURETY:				
PENAL SUM OF BOND (express in words and figures):				
DATE OF CONTRACT:				

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

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

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

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

SEAL	
	CONTRACTOR
	By:
WITNESS	Address:
SEAL	
ATTEST:	SURETY
	Ву:
	, <u></u>
	Address:
Title:	
(Surety to	Attach Power of Attorney)
CERTIFICATE A	AS TO CORPORATE PRINCIPAL
I,, c as PRINCIPAL in the within bond that	ertify that I am the secretary of the corporation named t, who signed the said bond
on behalf of the PRINCIPAL, is the know his signature thereto is genuine;	of said corporation, that I and that said bond was duly signed, sealed and attested by authority of its governing body.
for and in benan of said corporation	by authority of its governing body.
	;
	(Corporate Seal)

SECTION VI PAYMENT BOND

SECTION VI PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS	Date Bond Executed:			
PRINCIPAL:				
SURETY:				
PENAL SUM OF BOND (express in words and figures):				
DATE OF CONTRACT:				
	,			

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

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

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

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

SEAL	
	CONTRACTOR
	Ву:
WITNESS	Address:
SEAL	
ATTEST:	SURETY
	Ву:
	Address:
Title:	
(Surety to Attach Pow	er of Attorney)
CERTIFICATE AS TO COR	PORATE PRINCIPAL
I,, certify that I an PRINCIPAL in the within bond that on behalf of the PRINCIPAL, is the know his signature thereto is genuine; and that said for and in behalf of said corporation by authority	of said corporation; that I d bond was duly signed, sealed and attested
	· · ·
	(Corporate Seal)

SECTION VII MAINTENANCE BOND

SECTION VII MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That		as	principal and
***************************************	, a corporation	organized under the laws of	
and		ureties being authorized to	do business in the
unto the Town of	do hereby expressly acknow f Addison, a municipal corpo	oration, chartered by virtue	of a Special Act of
Legislature of th	e State of Texas, as Addison	, Dallas County, Texas, the	sum of
their assigns and	n and its successors, said pri successors, jointly and seve	rally.	
This obligation i	s conditioned, however, that	whereas said	
has this day ent	tered into a written contract	with the said Town of Ad	dison to build and
			÷.
			* .

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of acceptance, and to do and perform all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all work and repair any defective condition growing out of or arising from the improper joining of 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 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 said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year), as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the sa	has caused th	has caused these presents to			
be executed by	and th	e said	has		
hereunto set his hand this the	day of	, 19			
SURETY		PRINCIPAL			
		By:	•		
By:Attorney in Fact					
		ATTEST			
By: Surety	_	Secretary			
Agency and Address	···········		•		

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

SECTION VIII CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION VIII CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Person	ially, bef	ore me	the und	ersign	ned aut	hority.	on th	is da	у ар	pea	red				,
who,	being	duly	sworn	on	oath,	says	that	he			_	-	resentati Contracto		
contra	act) and	that th	e contra	ct for	the co	onstruc	ction o	of the		•					
and la	ıbor use	d in co	-	n wit	h the c				-		-		res, mac the best		
								Sign	atur	е			•		
								Title	e						
Swon	n to and	subscr	ribed bef	ore n	ne this		day o	of			, 19				
								Not	ary l	Pub	lic in a	nd fo	or		
													County,	Te	xas

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 the 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 IX GENERAL PROVISIONS

GENERAL PROVISIONS

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

SECTION X SPECIAL PROVISIONS

SECTION X SPECIAL PROVISIONS

1. OWNER

The Town of Addison, herein referred to as Owner, party of the First Part of these Contract Documents.

2. ENGINEER

Jack Hatchell & Associates, 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 Mr. Clyde Johnson, Purchasing Agent, Finance Building, 5350 Beltline Road, Addison, Texas.

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 RECORDS 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.

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

Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Field changes of dimension and detail made during the construction process.

Changes made by Change Order or Supplemental Agreements.

Details not on original Contract Drawings.

Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

Changes made by Change Order of Supplemental Agreement.

Other matters not originally specified.

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

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

Date, project title and number.

Contractor's name and address.

Title and number of each record document.

Certification that each document as submitted is complete and accurate.

Signature of Contractor or his authorized representative.

HORIZONTAL AND VERTICAL CONTROL

The Contractor shall provide horizontal and vertical survey control for this project.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at a 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 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 of governmental agencies will not relieve the contractor from responsibility for the Work. The Owner reserves the right of place full-time construction observers 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 facilitates 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. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of the re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10. 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, Spring Valley Road and Greenhill School Traffic Signal Installation.

11. 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.

12. 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 surety 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.

13. TIME ALLOTTED FOR COMPLETION

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

14. 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.

15. 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.

16. 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.

17. LIGHTS AND POWER

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

18. 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 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.

19. 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.

20. ADDENDA

Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (prior to forty-eight (48) hours before 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.

21. WATER FOR CONSTRUCTION

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

22. EXCAVATION

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

23. CONTRACTOR'S BID

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

24. 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.

25. 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 interpretations of the Contract Documents.

26. LANDS FOR WORK

The Owner shall provide as indicated on the Plans for this Project, 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 Contract 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.

27. CLEANING UP

The Contractor shall remove at his own expense all temporary structure, 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.

28. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

Section 1.36.1 of the General Conditions is amended as follows: Delete lines 9 through 16 and replace them with "\$250.00 per day".

29. <u>USE OF EXPLOSIVES</u>

Use of explosives will not be allowed.

30. 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.

31. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All asphalt, concrete, rock or excavated material, or other debris removed from the site as a preliminary to the construction shall be removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

32. 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.

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.

All private obstruction 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.

32. TOWN OF ADDISON APPROVAL

This project is subject to the final approval and acceptance by the Town of Addison.

33. 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 "1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" and any subsequent amendments, issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30, and 31. 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 contract 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 must submit a Traffic Control Plan at least five (5) days prior to commencing work for review and approval by the Town of Addison.

35. 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.

36. FINAL ACCEPTANCE OF WORK

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

37. WORK AREA

Contractor shall restrict his construction activity to the project site.

38. CONTRACT TIME

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. In no instance shall the number of calendar days for the completion of the Work measured from the proposed date of beginning exceed 110 calendar days.

39. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

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

40. PAY ITEMS

Bid 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.

41. SAMPLES AND TEST OF MATERIALS

Modify the General Provisions, Section 1.42.3, Samples and Tests of Materials.

"The Contractor shall designate and pay a recognized testing laboratory to perform all testing and concrete design for this project. Such designation shall be subject to the approval of the Engineer. All testing services that the Contractor is required to provide will not be paid for separately, but shall be considered subsidiary to other items of work."

"All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983) as amended or supplemented."

42. CONSTRUCTION STAKING

Construction staking will not be provided by the Owner.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

"Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, <u>and comply with all</u> 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."

44. RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, of 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 neutral 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.

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. WORKERS COMPENSATION:

Workers' Compensation Insurance Coverage For All Building Or Construction Contracts

(A) Definitions

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

* •

- (F) The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any 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 Code §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 other 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 or 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 workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes any payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of 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 worker's 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 normal 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 by 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 at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

This required notice should not be attached to the contract. Instead, upon request, the contractor should be provided with a copy of Section 110.110 and Figure 2 thereto.

Please note that Section 110.110 of Chapter 28 of the Texas Administration Code requires that the governmental entity retain the certificates of coverage provided by the contractor for the duration of the project and for three years thereafter.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must by 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 at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

SECTION XI GENERAL NOTES AND SPECIFICATIONS

SECTION XI GENERAL NOTES AND SPECIFICATIONS

I. GENERAL NOTES

- All materials and workmanship shall conform to the Town of Addison Standards and Specifications and the North Central Texas Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" (1983), as amended or supplemented, except as noted. In case of a conflict, the Town of Addison Standards and Specifications shall govern.
- 2. All locations of underground utility lines are approximate. Contractor shall notify all applicable utility companies 48 hours prior to construction so that underground lines can be marked. The Contractor shall be responsible for determining the exact horizontal and vertical location of all existing utilities prior to commencing construction. The following list outlines the major utility companies.

Southwestern Bell Telephone	(214) 234-7085
Storer Cable (TCI Cablevision of Dallas)	(214) 840-2388
Lone Star Gas	(214) 487-3885
TU Electric	(214) 323-8913

- 3. The Contractor shall be responsible for public safety during construction and will provide the necessary traffic barricades and warning signage to protect the construction site. Construction barricades shall be in conformance with the Texas Manual on Uniform Traffic Control Devices. In areas where long-term (more than 7 days) nighttime barricades are used, barricades shall include high intensity reflective sheeting.
- 4. All concrete shall have a minimum compressive strength of 3,600 psi at 28 days (minimum 6 sacks of cement per cubic yard) unless otherwise noted. All reinforcing steel and dowel bars in pavement shall be supported and maintained at the correct clearances by the use of bar chairs or other approved support.
- 5. The Contractor is responsible for keeping streets, parking areas, sidewalks, etc., adjacent to the project free of mud and debris from construction.
- 6. Contractor shall assume all responsibility for protection of public utilities in the construction of this project. All manholes, valve boxes, fire hydrants, etc., must be adjusted to proper line and grade by the Contractor prior to and/or after placing of permanent paving. The Contractor shall also be responsible for support of existing utility poles, street signs, etc., when excavating in the vicinity of such poles.
- 7. The Town of Addison is to be notified (min. 5 working days) prior to any construction of paving and utilities in rights-of-way, easements and alleys for coordination of construction activities and proper notification to Emergency Services.

- 8. All disturbed lawn and earth areas are to be finish graded to original or proposed contours. Contractor shall replace disturbed areas including established lawns and other landscaped areas with like materials. Established lawns shall be replaced with block sod. Other areas to be seeded shall be fertilized and hydromulched with Bermuda seed according to NCTCOG specifications immediately after construction. Backfill to be select material free of rock and other debris. Contractor shall thoroughly water the hydromulch immediately after placement. The Contractor shall also be responsible for continued maintenance and watering of the newly hydromulched areas until the entire project is completed and accepted by the Town of Addison. Watering of the Bermuda hydromulch shall be done in a manner and quantity as directed by the Town of Addison Inspection Personnel.
- Arrangements for construction water shall be made through the Town of Addison.
 Contractor shall obtain a meter from the Town of Addison (deposit required), and pay for all water used for construction.
- Contractor shall maintain adequate sanitary facilities for use by workers throughout construction.
- 11. Contractor shall dispose of all excess excavation and cleared material off site, including broken concrete, rock, trees and vegetation. Materials hauled off site may not be disposed of within the Town of Addison without written permission from the affected property owner.
- 12. No trees shall be cut except on specific authority of the Town of Addison.
- 13. Where street name signs will be relocated by the Contractor, the contractor will be required to give 5 days notice in advance of the time street sign must be relocated to clear construction operations.
- 14. The Contractor shall obtain all necessary permits at least 48 hours prior to start of any construction.
- Contractor shall conform to the Occupational Safety and Health Administration's (OSHA) standards for trench safety that are in effect during the period of construction.
- Contractor shall construct barrier free ramps at all intersections and adjacent to all driveways.
- 17. Contractor shall return all spare traffic signal poles, mast arms, heads, controller cabinet and appurtenances to the Town of Addison storage facility.
- 18. All street lights shall be relocated by T.U. Electric.
- 19. The Contractor shall retain a licensed imgator to remove, relocate or replace all existing sprinkler systems affected by construction. Existing irrigation facilities are not shown on these plans. Field verification of location and type

of existing sprinkler systems is required prior to bidding. All irrigation work shall be directed by the Town of Addison.

20. Refer to the Bid Form for clarification of the traffic signal component requirements.

Traffic Sequencing Notes

- 21. The Contractor shall be responsible for public safety during construction and will provide necessary traffic barricades, warning signage and temporary pavement markings to protect the construction site. construction barricades, signage and markings shall be in conformance with the Texas Manual on Uniform Traffic Control Devices. In areas where long term nighttime barricades are used, barricades should include high intensity reflective sheeting.
- 22. Construction activities shall be limited to the following hours:

MONDAY - FRIDAY 9 A.M. - 5 P.M. SATURDAY 7 A.M. - 7 P.M.

III. SPECIFICATIONS FOR INSTALLATION OF TRAFFIC SIGNALS

INDEX OF SPECIAL PROVISIONS FOR INSTALLATION OF TRAFFIC SIGNALS

- 1.0 GENERAL NOTES FOR INSTALLING TRAFFIC SIGNALS
- 2.0 MATERIALS TO BE FURNISHED BY TO THE CONTRACTOR
- 3.0 INSTALLATION OF ELECTRICAL SERVICE
- 4.0 INSTALLATION OF CONDUIT
- 5.0 INSTALLATION OF CABLE
- 6.0 GROUNDING
- 7.0 LOOP VEHICLE DETECTOR INSTALLATION
- 8.0 CONCRETE FOUNDATIONS FOR SIGNAL STRUCTURES
- 9.0 TRAFFIC SIGNAL POLE SYSTEMS
- 10.0 INSTALLATION OF SIGNAL HEADS
- 11.0 INSTALLATION OF GRAPHICS/SIGNS
- 12.0 PAINT AND PAINTING
- 13.0 PRESERVATION OF LANDSCAPING, SPRINKLER SYSTEM, ETC.
- 14.0 REMOVAL AND REPLACEMENT OF CURBS AND WALKS
- 15.0 SAMPLING AND TESTING
- 16.0 PAVEMENT MARKINGS
- 17.0 PULL BOXES
- 18.0 WARRANTIES/GUARANTEES
- 19.0 TRAFFIC SIGNAL MAINTENANCE DURING CONSTRUCTION
- 20.0 BARRICADES
- 21.0 AS-BUILT DRAWINGS
- 22.0 MEASUREMENT AND PAYMENT
- 23.0 EXPERIENCE AND QUALIFICATIONS
- 24.0 MISCELLANEOUS NOTES
- 25.0 ACCEPTANCE NOTES

1.0 GENERAL NOTES FOR INSTALLING TRAFFIC SIGNALS

- 1.1 These Special Provisions and the 1983 North Central Texas Standard Specifications for Public Works Construction with Amendments where applicable, shall govern the materials and installation of traffic control signals, including illumination, at the intersections and, when required, interconnection conduit between signalized intersections. In the event of a conflict, the Special Provisions shall control.
- 1.2 This project shall consist of installing materials and equipment necessary for the complete signal system at the proposed location. The Contractor shall install and shall activate completed signals and signal systems in the sequence approved by the Engineer. The Engineer must approve the anticipated sequence of intersection work prior to the work order being issued.
- 1.3 The total installation shall be in accordance with the applicable sections of the National Electrical Code, all governing local ordinance and regulations, the plans, these special provisions and those sections of the Standard Specifications which apply. All workmanship shall be first class and finished work shall present a neat, uncluttered appearance. The Contractor shall schedule his work so as to cause the minimum interference to moving traffic

and the operation of the existing signal system. Existing signals may be shut down for modification and/or equipment installation only with 72 hour advanced approval of the Director of Streets. These traffic signal installations consist of the following items.

- 1. Furnishing and placing all concrete and steel for signal pole foundations.
- 2. Installation of steel traffic signal poles.
- 3. Installing necessary conduit and pull boxes.
- 4. Installing all signal control equipment including controller assemblies, signal head assemblies, detector units, AC service, conductors, and all other miscellaneous equipment that is required. The Contractor shall furnish concrete, reinforcing steel, and forms for structure foundations, grouting materials, painting materials, detector loop sawcut and sealing materials, No 18 AWG SHIELDED PAIR stranded wire for connecting the signal heads to the signal cable system, and miscellaneous nuts, bolts, and washers under three-quarters inch (3/4") in diameter. The contractor shall be required to assemble all signal head units.
- 5. The Contractor will be responsible to maintain existing traffic signal operation at all intersections during the installation of new signals.
- 6. Project acceptance will be by individual intersection. The Contractor shall guarantee all work performed and materials furnished under this project for a period of twelve (12) months following the date of project acceptance.

NO EXTRA COMPENSATION WILL BE ALLOWED FOR FULFILLING TO THE REQUIREMENTS STATED ABOVE.

- 1.4 All materials furnished by the Contractor shall be new undepreciated stock.
- 1.5 If the Contractor desires to deviate from any of the following procedures or to make substitutions for any materials or equipment, written approval must be obtained from the Owner after a request for the Contractor is made and sample(s) of the substitute materials or equipment is/are furnished to the Owner.

2.0 MATERIALS TO BE FURNISHED BY TO THE CONTRACTOR

- 2.1 The Contractor shall furnish all materials necessary to complete the project, including materials for the power connection that are not furnished by the Power Company, and shall install the materials in accordance with the plans and specifications.
- 2.2 The Contractor shall furnish all labor, tools, equipment, and incidentals necessary to complete the project in an efficient and workmanlike manner.

- 2.3 Electrical materials and fittings shall conform to the requirements of the National Electrical Code. Electrical fittings shall be approved by the National Electrical Association.
- 2.4 The Contractor shall furnish painting materials and labor as well as "touch-up" all painted items that are damaged during the installation process (whether previously painted by the contractor or by others). See Section 9.9 Field Painting. The finishing paint appearance will meet the Owner's approval before acceptance of the signal installation is made.

3.0 INSTALLATION OF ELECTRICAL SERVICE

- 3.1 The contractor shall furnish and install conduit and wire from pull boxes or signal foundations for AC service as shown on plans and as required by the Power Company for traffic signal controllers and street lighting. The Contractor shall coordinate and verify exact requirements for conduit and wire with the Power Company before any work is started. Installation of conduit and wire to the Power Company vaults shall be per the Power Company specifications.
- 3.2 Unless otherwise called for in the plans, the power connection shall be made to a 115 125 volt, single phase, 60 cycle AC supply. The wire used for the power connection shall be a minimum size as indicated on plans and shall be insulated for six hundred (600) volts. The common wire shall be white-coded and the power positive shall be black-coded. The Contractor shall also provide an electrical meter for the signal installation.
- 3.3 Street light fixture wires (#8 AWG/Thin Wire) shall be installed to signal mast arm poles with luminaries as shown on the plans.

4.0 INSTALLATION OF CONDUIT

4.1 The Contractor shall provide and install underground cable facilities required to satisfy the requirements of the signal system proposed. Cable routing can be accomplished through existing conduits and conduits to be installed by the Contractor as show in the plans. If any of the cable routing paths utilize existing utility company conduits, the Contractor shall be responsible for detailed coordination of proposed cable routing and actual installation with utility company before any work is started. Installation of conduit and cable to other utility manholes shall be per utility company Specifications, which includes adequate ventilation to prevent injury to personnel caused by toxic or harmful gases.

4.2 New Conduit

- 4.2.1 Unless otherwise shown on plans, all conductors shall be in conduit except when in metal poles. All conduit and fittings shall be of the sizes and types shown on the plans. Each section of conduit shall bear evidence of approval by Underwriter's Laboratories.
- 4.2.2 Conduit terminating in posts or pedestal bases shall not extend vertically more than 3 inches above the concrete foundation. Field bends in rigid metal conduit shall have a minimum radius of 12 diameters of the nominal size of the conduit. Copperclad ground rods in signal bases shall not extend vertically more than 3 inches above the concrete foundation.

- 4.2.3 Each length of galvanized rigid metal conduit, where used, shall be reamed and threaded on each end and couplings shall be made up tight. White-lead paint or equal shall be used on threads of all joints. PVC conduit shall be joined by solvent-weld method in accordance with the conduit manufacturer's recommendations. No reducer couplings shall be used unless specifically indicated on the plans.
- 4.2.4 All conduit and fittings shall have the burrs and rough places smoothed and shall be clean and free of obstructions before the cable is installed. Field cuts shall be made with a hacksaw only, and shall be square and true so that the ends will butt or come together for the full diameter thereof. In no case shall a cutting torch be used to cut or join conduit. Slip joints or running threads will not be permitted for coupling conduit unless approved by the Owner. When a standard coupling cannot be used, an approved union coupling shall be used and shall provide a water-tight coupling between the conduit. All couplings shall be properly installed to bring the ends of connected conduit together to produce a good rigid connection throughout the entire length of the conduit run. Where the coating on a conduit run has been damaged in handling or installation, such damaged parts shall be thoroughly painted with rust preventive paint. Ends of conduits shall be capped or plugged until installation of wire. Upon request by the Owner, the Contractor shall draw a full-size metal wirebrush, attached by swivel joint to a pull tape, through the metal conduit to insure that the conduit is clean and free from obstructions. The conduits shall be placed in an open trench at a minimum 24 inches depth below the curb grade in the sidewalk areas, or 18 inches below the finished street grade in the street areas.
- 4.2.5 Conduit placed for concrete encasement shall be secured and supported in such manner that the alignment will not be disturbed during placement of the concrete. No concrete shall be placed until all of the conduit ends have been capped and all box openings closed.
- 4.2.6 PVC conduit, which is to be placed under existing pavement, sidewalks, and driveways, shall be placed by first providing a void through which the PVC conduit shall be inserted. The void may be made by either boring or jacking a mandrel. Metal conduit, which is to be placed under existing pavement, sidewalks, and driveways, shall be placed by jacking or boring.
- 4.2.7 Pits for jacking or boring shall not be closer than 2 feet to the back of the curb or the outside edge of the shoulder unless otherwise directed by the Owner. The jacking and boring method used shall not interfere with the operation of street, highway, or other facility, and shall not weaken or damage only embankment structure, or pavement. Heavy jacks are to be used for jacking. Boring is to be done by mechanical means providing a maximum one inch overcut for the conduit to be placed, and use of water or other fluids in connection with the boring operating will be permitted only to the extent to lubricate cuttings. Water jetting will not be permitted.
- 4.2.8 Where conduit is to be placed under existing asphaltic pavement, the jacking method is to be used unless written approval is given by the Owner for placement of conduit by boring.
- 4.2.9 Backfill for all excavations shall be tamped with mechanical tamps in six inch (6") always to the density of the surrounding ground.

4.3 Existing Conduit

- 4.3.1 Prior to pulling cable in existing underground conduit to be reused in the system, the conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air. If conduit appears to be blocked, the contractor shall make an attempt to clear the conduit by rodding. (The Contractor will not receive extra compensation for rodding). The Owner shall be notified prior to disconnection or removal of the existing interconnect cable.
- 4.3.2 Where existing conduit is found to be unusable (conduit has collapsed or the cable is unable to be pulled from the existing conduit), the Contractor shall, upon approval by the Owner, install new rigid metal or P.V.C. conduit.

5.0 INSTALLATION OF CABLE

5.1 General

- 5.1.1 The cables shall be installed in the conduit. The conduit must be continuous, reasonably dry, completely free of debris, and without sharp projections, edges or short bends. If so required by the Owner, the Contractor shall demonstrate that the conduit is dry and free of debris by pulling a swab and/or mandrel through the conduit. The conductors shall be installed in such a manner and by such methods so as to insure against harmful stretching of the conductors or damage to the insulation. Installation methods shall conform to the recommendations of the cable manufacturer. The Contractor shall furnish at least two copies of the manufacturer's recommendations, which includes: methods of attaching pull cable, pulling tension per conductor size and per radius of conduit bend, and the type of lubricant to be used.
- 5.1.2 All cables in a given conduit run shall be pulled at the same time and the conductors shall be assembled to form one loop in such a manner that the pulling tension is distributed to all the cables. Long, hard pulls will necessitate the use of pulling eyes. For short runs, the cables may be gripped directly by the conductors by forming them into a loop to which the pull wire or rope can be attached. The insulation on each conductor shall be removed before the loop is formed. The method used will depend on the anticipated maximum pulling tension in each case.
- 5.1.3 In many instances, existing conduits which contain signal cable are to be used for the installation of new cables. In such locations, where new cables are to replace all existing cables, the existing cables may be used to pull in the new cables. At locations where new cables are to be added to existing cable runs, the existing cables shall first be pulled out, then replaced, adding the new cables to the existing cables to form one cable pull. Installation shall be done in such a way as to prevent damage to the existing and/or new cables. In the event of damage, the Contractor shall bear the responsibility of material and labor for feplacement of defective cables.
- 5.1.4 All conduit runs shall be measured accurately and precisely for determining cable lengths to be installed. A measuring device shall be inserted into the conduit, and the length shall be measured (to the nearest foot) from entry point to exit point. All conduit run measurements shall take place in the presence of the Engineer or the Inspector. The

Contractor shall record all cable measurements and include the distances in the as-built drawings. In locations where new cables are to replace existing cables, the Contractor may use the removed cables as a measuring device to determine the lengths of the removed cables to be installed, however, this does not relieve the Contractor of his responsibility to record accurate measurements of all cable lengths.

- 5.1.5 The manufacturer's recommended maximum pulling tensions shall not be exceeded under any circumstances. If so required by the Owner, the Contractor shall insert a dynamometer in the pull wire as the cables are being pulled into the conduit to demonstrate that the maximum tensions are not being exceeded. The cable shall be fed freely off the reel into the conduit without making a reverse curve. At the pulling end, the pull wire and cables shall be drawn from the conduit in direct line with the conduit. Sheaves or other suitable devices shall be used as required to reduce any hazards to the cable during installation. The cables shall be adequately lubricated to reduce friction and further minimize possible damage. Such lubricants shall not be the grease or oil type used on lead sheathed cables, but shall be one of several commercially available wire pulling compounds that are suitable for P.V.C. sheathed cables. They shall consist of soap, talc, mica, or similar materials and shall be designed to have no deleterious effect on the cables being used.
- 5.1.6 The cables shall be neatly trained to their destinations in manholes, cabinets, pole bases, pull boxes, and all other terminations. The cable manufacturer's recommended values for the minimum bending radii to which cables may be bent for permanent training during installation shall be adhered to. These limits do not apply to conduit bends, sheaves or other curved surfaces around which these cables may be pulled under tension while being installed. Larger radius bends are required for such conditions.

5.2 Wire and Cable

5.2.1 All wire and cable shall conform to the requirements shown on the plans, except wire and cable specifically covered by other items of this contract. The minimum size of conductors shall be as indicated on the plans.

5.3 Controller Cabinet Wiring

- 5.3.1 Wiring for the controller shall consist of connecting: (1) wires to signals, (2) wires to detectors, (3) the power wires, (4) the ground wires, (5) the pedestrian push-button wires, and (6) the interconnect wires to their respective terminals in the cabinet. At the controller cabinet, the signal conductors from the field shall be stripped back and insulated solderless lugs crimped to wire. These "lugs" shall be inserted under the binder head screw and tightened securely. Other wiring for the controller shall be as required by the wiring diagrams and instructions furnished with the controller by the manufacturer.
- 5.3.2 All field wiring in cabinets shall be neatly installed. Incoming cables shall be trained to their destination and neatly laced together. All spare wires shall be trimmed, and neatly coiled with the ends taped. Detector lead-in cables shall have their insulation jackets removed from the terminal strip connection unsheathed to the bottom of the cabinet, and have the ground wires tied together in the bottom of the cabinet.

5.3.3 Pedestrian push buttons shall have a common ground wire that is completely isolated and independent from all other ground wires. This wire shall be connected to the designated terminal in the controller cabinet.

5.4 Signal Head Wiring

5.4.1 Wiring for the signal head shall consist of connecting the terminal block in each signal section to the common terminal block in each signal face to the terminal block in the signal-head terminal compartment. All such connecting wires shall be number twelve (12 ga.) stranded American Wire Gauge (AWG). All conductors running from any terminal points located in the pole or transformer base to the signal-head terminal shall likewise be number twelve (12 ga.) stranded AWG wire. The contractor shall furnish the No. 12 ga. stranded AWG wire for this task.

5.5 Terminals

5.5.1 Except for controllers, the ends of all stranded wires which are to be attached to terminal posts shall be provided with solderless terminal lugs that meet the requirements of the National Electrical Code. Terminal lugs on solid wires are prohibited.

5.6 Splices

- 5.6.1 Splices inside conduit runs and in loop detector T.H:W. wire are absolutely prohibited. Except for detector lead-in cables, all splices shall be made above ground. Splices in pull boxes are prohibited unless specific written permission has been issued by the Owner.
- 5.6.2 Splicing methods shall be in accordance with good electrical practice and the cable manufacturer's recommendations. All materials used shall be high quality and specifically intended for these purposes. The cables shall be trained to their final position and cut to proper lengths. The jacket and insulation shall be removed as required. In doing this, use proper care to insure against nicking the conductors. The connector shall be installed tightly and all burrs, rough edges, etc. shall be removed. If required in the plans or by the Owner, the connection also shall be soldered. Heat shall be applied by use of hot solder. Heating the connection with a direct flame will not be permitted. Care shall be used to protect the insulation when soldering. The entire surface shall be cleaned taking special care in cleaning the outside jacket in order to remove the wax finish. Before the first layer of tape is wrapped, the entire area shall be coated with an electric grade rubber element. After this solvent has dried, the connection shall be insulated with electrical grade rubber splicing compound tape. to proper thickness. This tape requires a pressure and temperature in service to complete its vulcanizing process and thus be stretched to 2/3 width when applied. The completed splice shall be covered with a half-lap layer of vinyl plastic electrical tape. This wrapping shall be smooth but the tape shall not be stretched more than necessary.
- 5.6.3 Splices in communications cables shall include the shield. Splices between cable pairs shall be made with "Scotchlock" brand solderless connectors designed for this specific application. The completed splice shall be insulated with a re-enterable plastic splice case. Splices at points other than those shown on the plans may be made only with the written permission of the Owner.

5.6.4 The Owner shall select at random at least 5 splices to be thoroughly inspected. The Contractor shall, in the presence of the Owner sectionalize the splice to expose the various layers of materials and the connector. The splice shall be thoroughly checked for compliance to these special provisions. The splice shall then be remade by the Contractor. This work shall not require extra payment, but is considered subsidiary to other items in the contract. All of the splices selected for this inspection shall conform to the requirements of these special provisions. If any splices fail to meet these requirements, ten (10) more splices shall be selected at random by the Owner for inspection.

5.7 Enclosed Wiring

5.7.1 All cables and signal conductor wire above the ground surface shall be enclosed in approved metal conduit up to but no closer than one foot of the lowest power conductor. Power-tap lines carried down poles shall be placed in metal conduit.

5.8 Identification of Signal Wires

- 5.8.1 IMSA color coded signal cable shall be used for all signal and interconnect systems. Colors shall be continuous from the point of origin to the point of termination. Splices will be permitted only if same colors are spliced.
- 5.8.2 Communication and detector lead-in cables shall be clearly identified by use of metal or plastic tags. For example: System Detector Eastbound Right Lane.

6.0 GROUNDING

6.1 There shall be a properly installed and connected ground rod for each controller cabinet and power drop to reduce any extraneous voltage to a safe level. The ground rod shall be located so as to minimize the length of the grounding-conductor run. All grounding circuits shall be substantial and permanent and shall be electrically continuous with an ohms-to-ground resistance not to exceed 10 ohms when tested by volt-ohm-meter.

6.2 Grounding Connectors and Electrodes

6.2.1 The grounding conductor shall be a No. 6 AWG standard copper wire. The conductor shall be bonded to ground rods. Ground rod electrodes shall be solid copper-bonded steel being at least 5/8 inch in diameter and shall be driven into the ground to a depth sufficient to provide the required resistance between electrodes and ground (10 ohms). All ground rods shall be a minimum of six feet long. When the location precludes driving a single ground rod to a depth of six feet or when a multiple ground rod matrix is used to obtain the required resistance to ground, ground rods shall be spaced at least six feet apart and bonded by a minimum No. 6 AWG copper wire. Connections to underground metallic conduit shall be considered sufficient for grounding requirements. Connection of grounding circuits to grounding electrodes shall be by devices which will ensure a positive, fail-safe grip between the conductor and the electrode (such as lugs or pressure connectors). No splice joint will be permitted in the grounding conductor.

7.0 VEHICLE LOOP DETECTOR INSTALLATION

- 7.1 This section specifies the Contractor's responsibility for the loop and lead-in installation for vehicle loop detectors. It is required that all work related to the installation of a particular loop, with the exception of the layout task, shall be completed in the same work day. Loop installation work shall be performed during off-peak traffic hours. Loop installation shall not be made during any type of precipitation or when pavement is wet from landscape irrigation systems.
- 7.2 The installation of loop detectors shall occur as shown in the Plans. The lead-in saw cuts from the street to the pull box shall maintain a minimum separation from other loops of 6 inches. The saw cut depth, as specified in the plans, shall be consistent, including the entry point into the curb. The maximum number of wires placed in a single saw slot shall be four (4) wires. All wires in saw slots shall be a minimum of one inch (1") below the street level grade. The maximum number of wires placed in any lead-in saw cut from the street to curb side shall be two (2).
- 7.3 The Contractor shall furnish the sealing compound for the loop detectors at his expense. Samples of the sealant and methods for sealant installation shall be submitted to the Engineer for his approval before any detector installation may begin. If a hot sealant is used, the temperature of the sealant shall be in a range that will not cause damage to the detector wires. Loop sealant shall completely fill the saw cut, but shall not be more than three inches (3") in width on the street surface. The Contractor shall be required, at his expense, to remove all excess sealant, otherwise the loop will not be considered as a completed item.
- 7.4 Detector lead-in cables shall be run continuously without splices from the curbside pull box to the controller, where possible. If splices must be made, they shall be made in a signal base. Splices shall be solder connected (including the ground wire) and the splice connection shall be insulated and waterproofed with scotchcoated materials. Splices at the curb side pullboxes shall also be made in the same manner (See Section 5.6 Splices). The Owner shall pre-approve any splice in detector cables.
- 7.5 Each detector loop shall penetrate the curb in a separate conduit.

8.0 CONCRETE FOUNDATIONS FOR SIGNAL STRUCTURES

- 8.1 Concrete foundations for signal structures shall be located so that the closest structure leg is a minimum of four (4) feet from the back of vertical curbs. The Contractor shall probe before excavating foundations to determine the location of utilities and structures. Foundations shall be paid for once, regardless of extra work caused by obstructions. The Contractor shall furnish all supplementary items necessary for its proper installation.
- 8.2 Excavation for all required foundations shall be done in accordance with lines and depths indicated on the plans. All loose material shall be removed from the excavation before the concrete is placed. Any water shall be removed by pumping or bailing. The use of explosives will not be permitted.

- 8.3 Foundations shall be constructed to the dimensions shown on the plans or as directed by the Owner. The Contractor shall be required to insure that the top of the finished foundation is exactly level and formed. Anchor bolts and conduits shall be held rigidly in place by template until the concrete is set. A mechanical vibrator shall be used for compacting and working the concrete. After the concrete has been placed and the top struck off, it shall be covered with wet cotton or burlap mats, for not less than ninety-six hours. All bracing and templates for anchor bolts shall remain in place for ninety-six (96) hours after the concrete is poured. During that time, the anchor bolts and conduit shall not be subjected to any applied strain. The Contractor shall furnish the Owner a level for the purpose of inspecting the foundation. Signal pole shall not be installed on any foundations until approval has been given by the Owner.
- 8.4 Backfill shall be tamped with mechanical tamps in 6-inch layers to the density of the surrounding ground. Where excavation is made in the surfaced shoulder, the shoulder shall be replaced with material equal to the original composition.
- 8.5 All excavated material not required for backfill shall be promptly removed and disposed of by the Contractor outside the limits of the project. The work site shall be kept clean and neat at all times.
- 8.6 No concrete shall be placed when the atmospheric temperature is at or below 40 degrees F. (taken in shade away from artificial heat) unless permission to do so is given by the Owner.

9.0 TRAFFIC SIGNAL POLE SYSTEMS

A Traffic Signal Pole System shall consist of a pole with 4 anchor bolts, a transformer base, and a mast arm for support of signs and traffic signals as detailed on the plans.

9.1 Materials:

- 9.1.1 Fabricator: Fabricator shall be Certified under Category I, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program. Proof of this certification will be required with the bid submittal to assure that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality Lighting Pole structures.
- 9.1.2 Design: Pole shaft, base plate, anchor bolts, mast arm, transformer base, and structural connecting hardware, shall be designed in accordance with the requirements of the 1985 AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". Loading shall be based on an isotach wind velocity of 80 mph. Analysis shall include varying wind directions 360 degrees around the pole in increments of 5 degrees. Calculations and detail drawings shall be submitted for verification of compliance to these specifications.
- 9.1.3 Tubular members: The tubular member's cross section shall be round and shall have a constant linear taper of 0.14 in/ft. It shall be fabricated from United States produced coil or plate steel conforming to the requirements of ASTM A595 Grade A or ASTM A572 Grade

- 65. Tubular members 50-feet or less in length, shall be of the same thickness throughout the length of the entire member.
- 9.1.3.1 Mast Arms shall have a horizontal length as called for on the plans. All mast arms that are 50-feet and less shall be manufactured and shipped in one piece with no circumferential splices. Each arm shall be provided with a zinc die cast end cap secured in place with set screws and a through bolt.
- 9.1.3.2 Pole shafts: Each pole shaft shall be 19 feet in height and be provided with a pole cap secured in place with set screws or other suitable fasteners. A "J-hook" wire support and grounding attachment shall also be provided in each pole shaft.
- 9.1.4 Base plate: The base plate shall be of steel meeting or exceeding the requirements of ASTM A36 or ASTM A572 Grade 42. It shall be integrally welded to the pole shaft with either a telescopic welded joint or a full penetration butt weld with a backup bar.
- 9.1.5 Transformer base: Transformer base shall have walls 0.25-inches thick constructed of coil steel, with top and bottom plates which are 1.75 inches thick constructed of A36 grade steel. The bolt circle for attaching pole to transformer base shall be adjustable from 18" to 20", with a 10" center hole, and shall be 18" square at top. The bolt holes shall be 1.63" \times 2.63", and shall be slot shaped. There shall be a 7 gauge door in the side of the transformer base secured with two (2) 0.38" \times 0.63" long hex head screws. The door opening shall be 8" \times 10.5" \times 10.5" \times 19.5". The bottom of the transformer base shall be 24" square, with four (4) -2.25" diameter holes, with a 24" diameter bolt circle, and an 18" center hole. The overall height shall be 24". There shall be a 0.50" nut holder for grounding attached inside the transformer base. The finish shall be painted match pole finish, and shall be coordinated with the pole manufacturer.
- 9.1.6 Anchor bolts: Anchor bolt material shall conform to the requirements of AASHTO M314 Grade 55. The bolts shall be galvanized to ASTM A153 for a minimum of 12" on the threaded end. Each anchor bolt shall be supplied with two hex nuts and two flat washers. The strength of the nuts shall equal or exceed the proof load of the bolts.
- 9.1.7 Welding: Welding shall be in accordance with AWS (American Welding Society) Structural Welding Code D1.1 Sections 1 through 8 and shall be performed by welders certified in accordance with the AWS Code. The Tube's longitudinal seam welds shall be free of cracks and undercutting, performed with automatic processes, and visually inspected with questionable areas inspected by magnetic particle to AWS D1.1.
- 9.1.8 Packaging: All components shall have a protective wrapping on them during shipping. A wrapping of 3/16" U.V. inhibited plastic backed packing foam shall be applied prior to shipment on small poles. Larger poles shall be cradled in a 1" rubberized foam base.
- 9.1.9 Material certifications: All materials and products shall be produced in the United States of America. They shall be of the ASTM type as called forth in this specification. Mill certifications shall be supplied for proof of compliance to this specification.

- 9.2 The Contractor shall provide a complete traffic signal structure location plan/or schedule showing all pertinent details for each standard. This plan shall be approved by the Owner before any structure is installed.
- 9.3 The Contractor shall examine foundations, which are to receive traffic signal standards, to assure proper anchorage alignment. Report any discrepancies to the Owner.
- 9.4 Signal poles shall be leveled and tightly secured to the foundation before the structure is placed on the base. If shims are required for leveling, total shim height shall not exceed 1/2 inch. Foundation anchor bolts shall extend a minimum of three (3) threads through each nut in the base.
- 9.5 Except as modified herein, erection shall be in accordance with the applicable Specifications and Standards of the AISC Manual of Steel Construction. Erecting equipment shall be suitable for the work and shall be in first class condition. Where parts cannot be assembled or fitted properly as a result of errors in fabrication or deformation due to handling or transportation, such condition shall be reported immediately to the Owner for approval of the method of correction obtained. The straightening of plates and angles or other shapes shall be approved methods. Bent or damaged heat-treated parts will be rejected. Steel work shall be drained properly. Pockets in structures exposed to the weather shall be filled with an approved waterproof material. The erector will be responsible for shrinkage and distortion of all butt welds. Moment connections in the field on beams and girders shall have a minimum of 3/16 inch root opening for all flange preparations prior to welding. Loose joints shall be corrected by cutting with a hand guided torch if necessary.
- 9.6 The steel structure frame shall be carried up true as shown and all match marking shall be followed. Temporary bracing shall be used wherever necessary to support all loads to which the structure may be subjected, including equipment, operation, and material loading. Such bracing shall be left in place as long as may be required for safety. The various members, after being assembled, shall be aligned and adjusted accurately before being fastened. Fastening of splices on compression members shall be done after the abutting surfaces have been brought completely into contact. No welding or bolting shall be done until as much of the structure as will be stiffened thereby has been aligned properly.
- 9.7 Bearing surfaces and surfaces which will be in permanent shall be cleaned before the members are assembled. Bearing plates shall be set in exact position and shall have a full and even bearing upon the concrete. As erection progresses, the work shall be bolted to take care of all dead load, wind and erection stresses. Splices will be permitted only where indicated. All erection bolts used in welded construction may be tightened securely and left in place. If removed, the holes shall be filled with plug welds.
- 9.8 Field bolting shall be in accordance with the requirements specified for shop fabrication. Unfair holes shall be corrected by reaming. Where the surface of a bolted part has a slope of more than 1:20 a beveled washer shall be used to compensate for the lack of parallelism. Bolt heads and nuts shall be drawn tight against the work with a suitable wrench not less than 15 inches long. Bolt heads shall be tapped with a hammer while the nut is being tightened.

- 9.9 Field welding shall be as specified for shop fabrication of welded construction. Any shop paint on surfaces adjacent to joints to be field welded shall be wire brushed to reduce the paint film to a minimum.
- 9.10 Two sets of shop drawings containing all of the traffic signal pole system components shall be submitted to the Owner prior to construction for approval. These drawings must be sealed by a registered Texas Professional Engineer.

10.0 INSTALLATION OF SIGNAL HEADS

- 10.1 The Contractor shall be required to assemble all signal head units as specified in the plans or as directed by the Engineer. The Contractor shall mount the signal heads within standards level and plumb. The Contractor shall position and secure the signal heads so they are visible at a minimum of 200 feet from the stop bar.
- 10.2 All signal heads or parts of heads not in operation shall be covered with burlap until placed into operation. When the signal heads become operational, all existing heads no longer required shall be removed immediately.
- 10.3 All mast arm heads installed shall require ASTRO-BRAC mounting. The Contractor shall be required to drill the mast arm at the point where the wire enters the mast arm. No Alternate signal head mounting hardware will be acceptable by the Owner.
- 10.4 All pipework in each signal head assembly shall be completely tight. Signal and pedestrian heads shall be securely tightened immediately after signal head assembly has been installed. If any signal head assembly is found to be loose or asymmetrical in any manner, the Contractor shall be required to remove and rebuild the signal head assembly to the satisfaction of the Engineer.
- 10.5 All signal cables from the heads to the pole base shall be totally enclosed within the signal mounting hardware.

11.0 INSTALLATION OF GRAPHICS/SIGNS

- 11.1 Perform all work required to complete the identifying graphics/signs indicated by the plan details and furnish all supplementary items necessary for their proper installations.
- 11.2 Installation: The Contractor shall clean all surfaces to which graphics are to be applied according to manufacturer's written instructions. Level grid lines of tape shall be incorporated for graphic application. All copy shall be set in normal letter spacing and standard inter-work spacing shall be made as required by the Owner.

12.0 PAINT AND PAINTING

12.1 Work Included

The work includes, but is not necessarily limited to, furnishing of materials and equipment and completion of painting and painters finish on exposed surfaces as required, including exterior steel.

Thoroughly examine specifications, site of work and conditions under which work will be performed before submitting a proposal. Surfaces which cannot be prepared or painted as specified shall be immediately brought to the attention of the Owner's representative in writing.

12.2 Work Not Included

As directed by the specifications.

12.3 Product Delivery Storage and Handling

Deliver materials in sealed containers with manufacturers labels intact. Store materials in protected area at temperatures between 50°F or above 110°F.

12.4 Job Conditions

Apply coatings only under the following prevailing conditions.

- 12.4.1 Air and surface temperatures are not below 50° F or above 120° F., unless noted otherwise on the product data sheets and labels.
- 12.4.2 Relative humidity is not above 85 percent and the surface temperature is at least 5° F above dew point.

Protect all surfaces not to be coated.

12.5 Project Conditions

Environmental Requirements: Comply with current Texas Air Quality regulations as to conditions under which coatings and coating systems can be stored and applied. Complete containment of all paint removed that contains lead is mandatory.

12.6 Quality Assurance

Mock-ups (If applicable) shall serve to determine the standard of acceptance for the finished installed product. Mock-up will serve as compatibility test between existing and new system.

12.7 Approved Materials

Two paint processes have been approved for this project. The first is an epoxy/enamel paint process. The second is a powder applied process. The materials for both are shown below:

12.7.1 Epoxy/Enamel Painting

- 12.7.1.1 Rust inhibitive Polyamide Epoxy-Series 65-1255 Poxiprime
- 12.7.1.2 Acrylic Polyurethane Enamel—Series 75 Endura-Shield

Themec Company, Inc., Kansas City, MO. (816) 483-3400 has been approved by the Owner for this type painting.

12.7.2 Powder Painting

- 12.7.2.1 Exterior Coating All exterior surfaces shall be coated with a Urethane or Triglycidyl Isocyanurate (TGIC) Polyester Powder to a minimum dry film thickness of 2.0 mils. The coating is electrostatically applied and cured in a gas fired convection oven by heating the steel substrate to a minimum of 350 degrees Fahrenheit and a maximum of 400 degrees Fahrenheit. The exterior color shall be Dark Bronze.
- 12.7.2.2 Interior Coating A minimum of 2-feet at the base end of the pole shaft shall be coated with a minimum of 2 mils of a Gray Zinc Rich Epoxy Powder cured in a gas fired convection oven by heating the steel substrate to a minimum of 350 degrees Fahrenheit and a maximum of 400 degrees Fahrenheit.
- 12.7.2.3 Equivalent materials of other manufacturers may be substituted only by approval of the Owner. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, solids by volume, recommended dry film thickness and a list of five projects where each product has been sued and rendered satisfactory service. No request for substitution shall be considered that would decrease film thickness or offer a change in generic type of coating specified. Certified test results showing that the substitute product(s) equal or exceed the performance of the specified products shall be submitted.

12.8 Colors

12.8.1 Primer & Spot Primer: 1255 Beige, or approved equal.

12.8.2 Finish: BM07 No. 313 Dk. Bronze, or approved equal.

12.9 Material Preparation

Mix and thin materials according to manufacturers printed instructions. Do not mix materials beyond manufacturers pot life.

12.10 Prework Inspection

- 12.10.1 Examine surfaces to be coated and report any conditions that would adversely affect appearance or performance of the coating systems and which cannot be put into acceptable condition by the preparatory work specified in Paragraph 3.02.
- 12.10.2 Do not proceed with surface preparation and application until the surface acceptable or authorization to proceed is given by the Owner's representative.

5.

12.11 Surface Preparation

12.11.1 General - Remove all surface contamination. Surface must be clean and dry.

12.11.2 Exterior ferrous metal: The exterior steel surface is blast cleaned to Steel Painting Council Surface Preparation Specification No. 6 (SSPC-SP6) requirements. The inside steel surface shall be cleaned to SSPC-CP3 requirements a minimum of 2-feet at the base end of the pole.

12.12 Application

- 12.12.1 Apply materials at specified film thicknesses by method recommended by manufacturer.
- 12.12.2 Allow each coat to dry thoroughly before recrating. Follow manufacturer's recommended redcoat time.
- 12.12.3 Cut edges clean and sharp where work joins other materials or colors.
- 12.12.4 Make finish coats smooth, uniform in color, and free of brush marks, laps, runs, dry overspray and skipped or missed areas.

12.13 Inspection

Request acceptance of each coat before applying succeeding coats. Touch-up and repair all work that is not acceptable to the Owner's representative and request final acceptance.

12.14 Cleaning

Remove paint splatters from glass, plumbing fixtures, and adjoining surfaces. Repair any damage to coatings or surfaces caused by cleaning operations. Remove debris from jobsite and leave storage areas clean.

12.15 Painting Schedule

Prepare coatings and finish all surfaces specified and agreed upon.

EXTERIOR Ferrous Metal:

Spot Primer:	Tnemec Series 65-1212 Poxiprime	2.0-3.0 mils
Primer:	Tnemec Series 65-1212 Poxiprime	2.0-3.0 mils
Finish:	Tnemec Series 75 Endura-Shield	3.0-5.0 mils
	Total Thickness =	5.0-8.0 mils

13.0 PRESERVATION OF LANDSCAPING, SPRINKLER SYSTEMS, AND OTHER PRIVATE PROPERTY/PUBLIC PROPERTY

13.1 The Contractor shall assume full responsibility for the preservation of the existing landscaping (sod, trees, bushes, other ground cover), sprinkler systems, and other private property at the site during the installation items in this Contract Document. Damaged landscaping, sprinkler systems and other private property shall be replaced by the Contractor at his own expense, to the satisfaction of the Owner.

13.2 The Contractor shall replace all landscaping with same kind and size as originally planted unless otherwise noted, at no cost to Owner. Trees should be replaced at start of next planting or digging season. In such cases, remove dead trees immediately. Protect irrigation system and other piping conduit or other work during replacement. Repair any damage immediately.

13.3 Lawns and Grasses

Grass shall be replaced and/or added at locations that previously contained grass or within the right-of-way where sidewalks and shrubs are not present.

13.3.1 General

- 13.3.1.1 Description: provide topsoil, fine grading, fertilizer, sodding and hydromulching of either Bermuda grass or Ryegrass followed by a subsequent Bermuda application. Grass varieties are to be preapproved by Owner.
- 13.3.1.2 Product Delivery, Storage and Handling: Deliver fertilizer, as specified, to site in original, sealed containers bearing manufacturer's guaranteed statement of analysis. Store fertilizer in weatherproof location.
- 13.3.1.3 Quality Assurance:
- 13.3.1.3.1 Water: Water will be available on site. Provide necessary hoses and other watering equipment required to complete work.
- 13.3.1.3.2 Maintenance: Until final acceptance and until an approved strand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, cleaning and replacing as necessary to keep plants in a vigorous, healthy condition.
 - 1. Watering: As necessary to keep top 2 inches of soil moist. Coordinate with Irrigation Contractor.
 - 2. Mowing: Mow newly planted grass areas weekly after initial growth reaches 2 ½ inches.
 - 3. Weeding: Remove weeds and foreign grass over plant areas at least once a week. Herbicides may be used only when approved by Architect/Owner.
 - Condition of Surfaces: Lawn areas will be graded with a minimum of 6 inches of topsoil as provided in Earthwork section. If in the opinion of the Architect/Owner the soil is compacted, rotor till to a dept of 4 inches.
 - Acceptance: The work will be accepted when a completed, undamaged stand of grass is achieved as approved by Owner.

- 6. Seeding Schedules: Bermuda grass, complete between May 1 and September 15.
- 7. Sodding Schedules:
 - A. Sodding operations can be performed year round weather permitting. Do not install sod on frozen ground or if forecast calls for freezing conditions.
 - B. Do not place sod without prior approval from Owner.

13.3.2 Materials

13.3.2.1 Grasses:

- 13.3.2.1.1 Seed: Bermuda grass (Cynodon Dactylon): Extra fancy, hulled and treated lawn type seed with purity of 95% or better and germination of 85% or better and per requirements of Texas Seed Law. Weed content less than 1/2%. No noxious weeds.
- 13.3.2.1.2 Sod: Kentucky (KY-31) Fescue and Common Bermuda Grass (Cynodon dactylon). Free of foreign weeds and grasses. Cut sod with a full 3/4 inch heavy clay soil covering roots. Do not cut sod more than 48 hours prior to planting.

13.3.2.2 Fertilizer:

- 13.3.2.2.1 Provide a complete fertilizer, part of elements of which are derived from organic sources and shall include trace elements. Fillers to be sulphur and iron sulphate.
 - 1. First Application: 10-10-10 or similar analysis with minimum 8% sulphur and 4% iron, plus micronutrients.
 - 2. Second Application: 20-5-10 or similar analysis. nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) plus minimum 8% sulphur and 4% iron plus micronutrients.
 - 3. Mulch Fiber: Virgin wood fiber for hydromulch Weyerhauser or Conweb with green color additive.
 - 4. Tackifier: Natural, non-asphaltic vegetable gum with gelling and hardening agents.
 - 5. Sharp Sand: Clean, washed sand (fine aggregate) ASTM C-33.

13.3.3 Execution

- 13.3.3.1 Preparation: Grading: Verify that lawn areas have been graded as provided in Earthwork.
- 13.3.3.2 Final Grading/Seed Bed Preparations:
- 13.3.3.2.1 Loosen areas to be grassed and fine rake to break up lumps and produce a smooth, even grade, free from unsightly variations, ridges or depressions.

- 13.3.3.2.2 Remove and dispose of stones one (1) inch or larger, sticks, roots, other debris and grass stubble exposed during this operation.
- 1.3.3.3.2.3 Do not vary final grades more than 0.1 foot from finish elevations.
- 1.3.3.3.2.4 Receive approval of fine grading from Owner prior to grass planting.
- 13.3.3.3 Fertilizing:
- 13.3.3.3.1 First Application: Distribute 10-10-10 fertilizer uniformly at rate of 15 pounds per 1,000 square feet after initial germination.
- 13.3.3.3.2 Second Application: Repeat fertilization with 20-5-10 commercial fertilizer after first two cuttings at rate of 15 pounds per 1,000 square feet.
- 13.3.3.3 Water: Immediately water in fertilizer after each application.
- 13.3.3.4 Grass Planting:
- 13.3.3.4.1 Sodding: After final grading, place sod so edges are touching. Lay across any changes in elevation. Lightly top dress with sharp sand to fill voids and grade smooth. Roll to eliminate undulations.

13.3.3.4.2 Hydromulching:

- At time of seeding, soil to be moist but not muddy and wind velocity shall not exceed 10 miles per hour. Add water if required to moisten soit.
- 2. Hydromulch Bermuda grass seed evenly at a rate of two (2) pounds per 1,000 square feet with wood cellulose fiber at a rate of fifty (50) pounds per 1,000 square feet.
- 3. Add tackifier to mix for slopes 4:1 or greater at a rate of one (1) pound per bag of mulch.

13.3.3.5 Performance:

- 13.3.3.5.1 Establish a dense lawn of permanent grasses, free from lumps and depressions.
- 13.3.3.5.2 Reshoot any area failing to show uniform cover. Such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.
- 13.3.3.5.3 Mow and edge lawn a minimum of three times, each time after lawn has reached a height of 21/2 3 inches. Mow to a height of 2 inches.
- 13.3.3.6 Grade Maintenance and Erosion Damage:
- 13.3.3.6.1 Maintain original grades of lawn areas after commencement of planting and during maintenance period.

- 13.3.3.6.2 Provide surface repair to ruts, ridges, tracks. Replant areas required for final acceptance.
- 13.3.3.7 Acceptance: The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by Architect/Owner.
- 13.3.3.8 Clean Up: Keep premises neat and orderly including organization of storage areas. Remove trash and debris resulting from lawn preparation from site daily as work progresses. Leave paved areas in a broom clean condition by sweeping or hosing.
- 13.4 Warranty landscaping for one year after final acceptance. Replace dead materials and materials not in vigorous, thriving condition as soon as weather permits and on notification by the Owner. Replace plants, including trees, which in opinion of Owner have partially died thereby damaging shape, size, or symmetry. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects or diseases. At end of warranty period, staking and guying materials shall be removed from the site by the Contractor at no additional costs.

14.0 REMOVAL AND REPLACEMENT OF CURBS AND WALKS

- 14.1 The Contractor shall secure permission from the proper authority and the approval of the Owner before cutting into or removing any walks or curbs which might be required in making the installation.
- 14.2 After the work is completed, the Contractor shall restore any curbs or walks which have been removed to the equivalent of, or better than, their original condition and to the satisfaction of the Owner.

15.0 SAMPLING AND TESTING

- 15.1 Initial testing of all materials, construction items, or products incorporated in the work will be performed at the direction and expense of the authority including initial compaction and density tests deemed necessary in connection with the construction of embankment, backfill of structures, excavation.
- 15.2 In the event a material, construction item, product incorporated in the work, embankment, backfill, excavation or any other item tested fails to satisfy the minimum requirements of the initial test described above, appropriate prove-out tests shall be made as directed by the Owner to determine the extent of the failure and to verify that the corrective measures have brought the item up to specification requirements. The cost of all testing necessary to determine the extent of the failure and the adequacy of the corrective measures shall be the responsibility of the Contractor.
- 15.3 The failure of the proper authority to make any test of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications.
- 15.4 Tests, unless otherwise specified, shall be made in accordance with the latest methods of the American Society for Testing and Materials. The Contractor shall provide such

'acilities, as the Owner may require, for the collecting and forwarding of samples and shall not use the materials represented by the samples until tests have been made. The Contractor shall furnish adequate samples without charge.

15.5 Concrete

15.5.1 All concrete materials, reinforcing steel, and preparation shall be in accordance with the requirements of the Standard Specifications for Public Works Construction, North Central Texas.

15.6 Vehicle Loop Detectors

- 15.6.1 Prior to termination of the shielded, twisted pair loop lead-in cables at the controller cabinet, insulation tests shall be made with an insulation test set applying not less than 500 volts D.C. to the completed loop detector. A minimum resistance of 1 megohm shall be obtained.
- 15.6.2 After the above insulation tests are completed and the lead-in cable has been terminated in the cabinet, the Contractor shall assist the Owner in determining the loop inductance of each loop detector installation. The Contractor shall furnish a loop detector analyzer which shall determine the total inductance of the loop in the pavement and the associated lead-in cable and shall also be used in determining the percentage shift in loop inductance for various size vehicles that may be actuating the detector.

15.7 Signal Cables

- 15.7.1 All cables shall be checked for insulation resistance upon installation and prior to termination. The tests shall be made with a test set operating at a minimum of 500 volts D.C. applied to the conductors.
- 15.7.2 Each conductor in the multiconductor signal cables shall be tested for insulation resistance relative to each other and to the outer covering of the cable. The following minimum acceptance values for insulation resistance shall be obtained:

No. 8 AWG, Type THW	592 Megohms/1000 Ft.		
No. 12 AWG, Type THW	668 Megohms/1000 Ft.		
12, No. 12 AWG Conductors	1018 Megohms/1000 Ft.		
15, No. 12 AWG Conductors	1018 Megohms/1000 Ft.		
20, No. 12 AWG Conductors	1141 Megohms/1000 Ft.		
25, No. 12 AWG Conductors	1141 Mehohms/1000 Ft.		

16.0 PAVEMENT MARKINGS

16.1 Submittals:

The Contractor shall submit certifications and obtain approval from the Owner of all pavement marking materials to be used on this project.

6.2 Product Delivery. Storage, and Handling:

Deliver materials in factory-sealed containers plainly marked with the following items: manufacturer's name and address, location of plant, material, color of material, amount of contents, and date of manufacturer and lot number.

16.3 Environmental Requirements:

- 16.3.1 Surface Preparation: Prior to application, clean pavement surface by brushing or sweeping to remove foreign matters, including dirt and other harmful materials.
- 16.3.2 Extruded thermoplastic compound:
- 16.3.2.1 Apply by extrusion of 400 deg. F minimum when air temperature is more than 35 deg. F and pavement temperature is above 45 deg. F or in accordance with manufacturer's recommendations..
- 16.3.2.2 If pavement is wet, delay application until the pavement has been exposed to at least two hours of direct sunlight after surface appears dry.
- 16.3.3 Reflective ceramic channel markers:
- 16.3.3.1 Apply on dry pavement when ambient temperature and temperature of pavement surface is above 60 deg. F.
- 16.3.3.2 If pavement is wet, delay application until the pavement has been exposed to at least two hours of direct sunlight after surface appears dry.

16.4 Extruded Thermoplastic Compound:

16.4.1 Properties

- 16.4.1.1 Water absorption: 0.5 percent maximum by weight or retained water when tested in accordance with ASTM D570.
- 16.4.1.2 Softening point: 90C minimum when tested in accordance with ASTM E.
- 16.4.1.3 Specific gravity: From 1.80 to 2.50 at 25C when tested in accordance with ASTM D792.
- 16.4.1.4 Low temperature stress resistance: No cracking or flaking, after 24 hours at 20 deg. C, when applied to asphalt surface.
- 16.4.1.5 Resistance to impact: Not less than 10 inches per pound at 77 deg. F using a 25 inch per pound scale, when tested in accordance with ASTM D256, Method A.
- 16.4.1.6 Bond strength: 150 psi minimum when tested in accordance with ASTM C321.

1 .4.1.7 Drying time: Not exceeding straight line graphic established between two points appresenting two minutes at 50 deg. F and fifteen minutes at 90 deg. F respectively, when both ambient air temperatures are measured at maximum relative humidity of 70 percent.

16.4.1.8 Indentation Resistance Procedure:

Temperature of	Durometer	
Compound	Reading	
115 deg. F	65	
77 deg. F	95	
40 deg. F	95	

16.4.2 Thermoplastic Compounds

- 16.4.2.1 Mixture of thermoplastic resins and other substances compounded for use in traffic markings which, when extruded hot in place and cooled to ambient temperature, will produce stark white or yellow reflective marking stripe.
- 16.4.2.2 Pigmented binder well dispersed and free from skins, dirt, foreign objects, or ingredients that will cause bleeding, staining, or discoloration and consisting of mixture of non-drying synthetic resins at least one of which is solid at room temperature.
- 16.4.2.3 Total binder content of thermoplastic compound: 15 percent minimum, 35 percent maximum by weight.
- 16.4.2.4 Filler incorporated with resins or binder: White calcium carbonate with compressive strength of 5,000 psi.
- 16.4.2.5 Permanently white or yellow, without blemish or discoloration, with straight, clean cut, sharply defined, parallel edges, and of uniform cross section.
- 16.4.2.6 Shaped to minimize tire impact and adhere permanently to road.
- 16.4.2.7 Set to solid, non-tacky, non-slippery line of sufficient elasticity to resist cracking and chipping caused by weather and temperature changes, traffic action, as well as pavement crawl, and lift in freezing weather.
- 16.4.2.8 After curing, does not react with nor deteriorate in contact with snow removal chemicals, oil and other substances common to roadway surfaces.
- 16.4.2.9 Chemically stable and emitting no dangerous fumes.
- 16.4.2.10 Especially compounded for traffic markings, with no change in color and brightness characteristics after prolonged exposure to sunlight.
- 16.4.2.11 No breakdown or deterioration when held at plastic temperature for extended periods of time nor when repeatedly reheated to plastic temperature.

- 16.4.2.12 No change in temperature versus viscosity characteristics through repeated reheatings and from batch to batch.
- 16.4.3 White thermoplastic compound:
- 16.4.3.1 Pure white, free from dirt or tint after drying.
- 16.4.3.2 Maximum allowable compound deviations from magnesium oxide standard when tested by standard color difference meter, Gardner Color Difference Meter, Gardner Laboratories, Inc., Bethesda, Maryland or equal, with the following minimum requirements:

Magnesiu Oxide	.	
<u>Scale</u>	<u>Definition</u>	Standardized Sample
Rd	Reflectance	10070 minimum
а	Redness -	0-5 to +5
ь	Yellowness-	0-10 to +10
	Blueness	

- 16.4.3.3 The white compound pigment containing not less than six percent titanium dioxide (TIO2).
- 16.4.4 Yellow thermoplastic compound: After drying, yellow, FED STD 595, Color 33538, tested in accordance with Federal Test Method Standard 141, Method 4252.
- 16.4.5 Binder Sealer: Epoxy sealer, in accordance with manufacturer's recommendations.

16.5 Reflective Ceramic Channel Markers

- 16.5.1 Markers shall consist of a ceramic round base with a flat area on top (centered) and one acrylic rod lens reflector inserted in a protective ramp and adhered to a recess in the base. The marker shall provide brilliant wet and dry reflex-reflection when installed on roadway surfaces.
- 16.5.2 Roadmarker Materials:
- 16.5.2.1 Ceramic base shall be smooth self-cleaning vitrified ceramic with a white or colored semi-opaque glaze (fired at 2500° F). Ceramic base shall have an unglazed bottom surface.
- 16.5.2.2 Reflective lens shall be an acrylic rod reflector, 1-3/4" in length.
- 16.5.3 Ceramic base-round shape 4** 1/8 x 3/4" high (approx.)
- 16.5.4 Ceramic base shall be white, yellow, or blue. Reflective lens shall be white, amber, or blue as appropriate.

6.5.5 Strength Requirements: A random sample of 5 buttons shall be subjected to the compressive load test. The average compressive strength of the 5 buttons shall not be less than 1500 pounds and no individual buttons shall have compressive strength less than 1200 pounds. The button shall be placed base down, over the open end of a vertically positioned hollow metal cylinder. The cylinder shall be one inch high, with an internal diameter of 3" and wall thickness of 1/4". A load necessary to break the bottom shall be applied at a speed of 0.2" per minute to the top of the button through a one-inch diameter solid metal cylinder centered on flat area on the top of the buttons. Should any of the samples tested for strength fail to comply with the specification, 10 additional samples will be tested. The failure of any one of these samples shall be cause for rejection of the entire lot of shipment represented by the samples.

17.0 PULL BOXES

- 17.1 The pull box cover shall be constructed of galvanized steel and its top surface shall have a minimum co-efficient of friction of 0.5.
- 17.2 The logo 'TRAFFIC SIGNALS" shall be imprinted as an integral part of all pull box covers.
- 17.3 All pull box covers shall be furnished with a brass locking mechanism to prevent access to the pull box without the use of tools.
- 17.4 All pull boxes shall be of a stackable design so that they can be joined together to achieve an extra-height box.
- 17.5 Pull box enclosures shall be constructed of concrete, and when covered, shall meet AASHTO standard specifications for H20 loading (32,000 pound, single axle load over a 10" \times 10" are). Enclosures and covers shall be rated for a minimum of 15,000 lbs over a 10" \times 10" area.
- 17.6 All pull box components shall be designed and tested to withstand temperatures as low as -20 degrees F.
- 17.7 Pull boxes designated as Type A on the plans shall be approximately 13"W \times 19.5"L \times 12"D. Pull boxes designated as Type C on the plans shall be approximately 15"W \times 25"L \times 12"D.
- 17.8 A one foot concrete apron shall be provided for all pull boxes not located in a sidewalk area as specified in the plans.
- 17.9 An 18 inch (minimum) thick base of 1/2" clean crushed rock shall be placed under each pull box installation.
- 17.10 A 1/2" diameter by eight foot cooper clad ground rod shall be placed in each pull box.

18.0 WARRANTIES/GUARANTEES

18.1 The Contractor guarantees all work performed and materials furnished under this project for a period of twelve (12) months following the date of acceptance. In addition, he shall furnish any normal manufacturer warranties with effective beginning dates the same as the date of final project acceptance.

19.0 TRAFFIC SIGNAL MAINTENANCE DURING CONSTRUCTION

- 19.1 While performing work under this contract, Contractor bears the sole rise of loss for damage to or destruction of any traffic signal equipment, appurtenances, on operations that were not to be replaced or installed under this contract but which are damaged or destroyed through the fault or negligent act of Contractor, and Contractor shall replace such damaged or destroyed equipment, etc., at no cost to the authority, regardless of whether or not the damaged or destroyed equipment, etc., was a part of this contract or any warranties under this contract. Upon written acceptance by the authority of a particular intersection of work, Contractor's responsibility for the intersection under this paragraph shall cease.
- 19.2 The Contractor shall provide, at his expense, temporary signal cable systems and signals mounted on the span wires, mast arms, portable bases, or other locations as necessary during the project to insure that signal head displays are always in operation. All such temporary signals shall be finished in appearance, meet the requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and be approved by the Owner.
- 19.3 The Contractor's responsibility for full operation and maintenance of all traffic signal equipment shall begin when he starts any type of work which affects active intersection control at the first intersection and shall extend through the period of project final acceptance of each intersection. This maintenance responsibility includes existing controllers/masters, existing interconnect and cabling system existing signal hardware installed, new cabling controllers/masters, new signal hardware installed, new cabling system, and other hardware elements which are considered part of either the existing or new traffic signal system.
- 19.4 The Contractor shall utilize qualified personnel to respond to all trouble calls and to repair any malfunctions. A local telephone number (not subject to frequent changes) where trouble calls are to be received on a 24-hour basis shall be provided to the Owner by the Contractor. The Contractor's response to reported trouble calls shall be within a reasonable travel time from an Addison address, but not more than two (2) hours maximum. Appropriate repairs shall be made within 12 hours.
- 19.5 It is recognized that the Owner may continue to make a first response to any trouble call. Action on such response will, however, be limited to placing the intersection on flash, replacing load switches or detector amplifiers, erecting temporary control devices, requesting immediate traffic control by uniformed police officer, or other such action deemed necessary to provide a safe operation. Such action will in no way relieve the Contractor of his operation and maintenance responsibility.
- 19.6 The contractor shall be required to provide adequate police traffic control assistance for planned controller change-outs or any other operational procedures, when requested by the Engineer. Police assistance shall be arranged by the Contractor directly, at least twenty-

four (24) hours in advance. If the Engineer discovers that the Contractor has failed to provide adequate police assistance, the Engineer may order additional assistance. Police traffic control assistance, for any purpose, shall be the financial responsibility of the Contractor, regardless of who obtains the assistance.

20.0 BARRICADES

- 20.1 The contractor shall comply with all the requirements of the TMUTCD.
- 20.2 The contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures by law to protect persons and property while said persons on property are approaching, leaving, or within the work site of any area adjacent to said work site. No separate compensation will be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs, or any other precautionary measure required by law for the protection of persons or property, including off duty police officers.
- 20.3 The Contractor shall assume all duties owed by the authority to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.
- 20.4 Where the work is carried on, in, or adjacent to, any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense, provide flagmen and watchmen and shall furnish, erect, and maintain such warning devices, barricades, lights, signs, and other precautionary measures which shall not cease until the project has been accepted by the governing Authority.

21.0 AS-BUILT DRAWINGS

21.1 The Owner shall furnish two (2) sets of construction Drawings to the Contractor at the time construction is commenced. These prints shall be marked-up by the Contractor throughout the construction period, indicating all changes, revisions, and additions to the work, including field relocations of work concealed from view and conductor cable lengths. Upon completion of the work at each intersection, the Contractor shall deliver the As-Built drawings to the Owner within ten (10) working days after the turn-on/cut-over date.

22.0 MEASUREMENT AND PAYMENT

22.1 The traffic signal installation as indicated on the Plans and as described herein, when installed, will be measured as a completed installation and payment will be made at the contract unit bid price for "Traffic Signal(s)", which price shall be full compensation for furnishing, placing, and testing all materials and equipment and for all tools, labor, equipment, and incidentals necessary to complete the work. Portions of the work that have not been approved by Engineer will not be considered complete, and payment shall be withheld until the Contractor has corrected the work to the satisfaction of the Engineer.

23.0 EXPERIENCE AND QUALIFICATIONS

- 23.1 The low bidder shall be required to furnish the Engineer a written assessment of previous experience in the installation of traffic signal systems. The response shall include the name and population of the city or area served, Contract name and/or number, date of installed, date of Contract completion, Contract delays and discrepancies, liquidated damages and the name, address, and phone number of a specific individual representing the client who is in a position to verify such experience. The response shall be delivered to the Engineer within ten (10) working days after bid opening.
- 23.2 The Bidder shall also furnish information as required above for each major subcontractor (i.e., manufacturer or fabrication of traffic signal structures) that could be active in the project.

24.0 MISCELLANEOUS NOTES

- 24.1 The locations of driveways, sidewalks, drain gutters, etc., as shown on these plans are approximate. Accurate locations shall be determined by the Contractor at the time of construction.
- 24.2 The locations of traffic signal foundations, bases, conduit detectors, etc., shown on the plans are approximate. The Contractor shall give the governing traffic authority 48 hours notice of his intention to establish the final location of any foundations, bases, conduit, detectors, etc., and have the locations approved on the ground by the Owner or his duly authorized representative.
- 24.3 No trees shall be cut except upon the specific authority of the Engineer.
- 24.4 Where possible, dig under sidewalks. If the Contractor chooses to remove or cut the sidewalk, the concrete must be sawed and broken out and then restored to an equal or better condition than the original.
- 24.5 Removal of mail boxes in the way of construction requires 48 hours advance notice to the Post Office.
- 24.6 Pipelines, storm sewers, power cables, structures, and other underground items, both publicly and privately owned, exist adjacent to the construction limits of this project. The Contractor shall make his own investigation as to the location of these underground items and shall hold the authority exempt from any suits or claims resulting from damage by the Contractor's operations to any underground installation. The Contractor shall comply with all utility clearances.
- 24.7 All conduit runs shall be continuous of the same material (metal only or PVC only). Where tying into existing conduit, the Contractor must continue with the same material (metal to metal or PVC to PVC).
- 24.8 On all interconnect conduit runs, the Contractor shall install pull boxes at intervals of 250 feet to prevent damage or breakage to the cable being installed. Any increase or

decrease in distance between pull boxes, unless shown on the plans, must be approved by the Owner or his duly authorized representative.

25.0 ACCEPTANCE NOTES

- 25.1 Prior to final acceptance by the Town of Addison:
 - A Texas Registered Professional Engineer shall certify that the project was constructed in accordance with the plans and specifications approved by the Town of Addison.

Contractor

- 2. The owner shall provide 1 reproducible set of as-builts (sealed and certified by a Texas Registered Engineer) and 2 blue line sets.
- 25.2 Prior to starting construction, the Contractor shall contact the utility companies to locate existing facilities. These include but may not be limited to the following:
 - 1. Town of Addison
 - 2. Lone Star Gas
 - 3. Southwestern Bell
 - 4. Storer Cable
 - 5. Planned Cable Systems
 - 6. TU Electric
- 25.3 Prior to beginning construction, the owner or his authorized representative shall convene a pre-construction conference. Between the Town of Addison, Consulting Engineer, Contractors, Utility Companies and any other affected parties, notify Bruce Ellis 450-2847 at least 48 hours prior to the time of conference and 48 hours prior to beginning of construction.
- 25.4 Any existing pavement, curbs, and/or sidewalks damaged or removed will be repaired by the Contractor at their expense.
- 25.5 At intersections that have valley drainage, the crown of the intersecting streets will culminate in a distance of 40 feet from the intersecting curb line unless otherwise noted.
- 25.6 The Contractor shall obtain a right-of-way permit by the Town of Addison for working within the public right-of-way.
- 25.7 During construction, the Contractor shall provide a qualified Geotechnical Lab to perform materials testing during the construction, at the request of the Town of Addison.
- 25.8 The Contractor shall submit material sheets to the Town of Addison for approval prior to incorporating materials into the job.
- 25.9 The Contractor shall provide integration of the new controller data base and intersection/sub-system graphics into the Town of Addison's Street Master Signal System.

APPENDIX A TEXAS SALES TAX EXEMPTION CERTIFICATE

TEXAS SALES TAX EXEMPTION CERTIFICATE

	y, fires de agamere		
Legres (Seer) à	maker, F. G. San or Rose number;		Means Green roofs and to-
Str. sure. 15			
		,	
	hear nemail above, claim an examption from slow or an the attached order or involve:	payment of miss taxes for the p	urahase of taxable (tem)
Congrigation	of items to be purchased, or on the ottoche	l arter er involet:	
Aureheaur e	olms this examption for the following reason		
TAX EXE	PT USE BY POLITICAL SUBDIVISION	OF THE STATE OF SCAS	
		<u> </u>	<u> </u>
	_		
	I was a manufacture of the state of the	and a summer of false for	which may
	I understand that I whose liab become due for foliure to chap	prior payment or seem lax which the expulsions of the	State. City
	and/or Metropolitan Transit A	thority Sales and Use Tax	Laws and
	Comptroller rullmantinerding exc	impt purchases. Liability (or the tax -
	will be determined by the price or the fair market tental value f	e paid for the taxable item or the period of time used.	e purchased
	I understand that it is a misden to the seller for taxable items will be used in a manner othe and that upon conviction may be fi	which I know, at the time or than that expressed in thi	of purchase, s cortificate
sign)			0416

NOTE: This cordificate cannot be issued for the purchase, lease or runtal of a moser, vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Solds and Use Tax "Examplies Numbers" or "Tax Exampl" Numbers do not exist.

This certificate should be furnished to the supplier. Do get, send the completed certificate to the Comptroller of Public Assounts.