



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

BELT LINE ROAD OVERLAY PROJECT

MARSH LANE TO DALLAS NORTH TOLLWAY

**TOWN OF ADDISON, TEXAS
INFRASTRUCTURE OPERATIONS & SERVICES
BID NUMBER 18-38**

DATE: 12/19/17

PREPARED BY



**1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200**



TOWN OF ADDISON, TEXAS

MAYOR

Joe Chow

COUNCILMEMBERS

Ivan Hughes

Jim Duffy

Al Angell

Tom Braun

Paul Walden

Lori Ward

CITY MANAGER

Wes Pierson

DIRECTOR OF INFRASTRUCTURE & DEVELOPMENT SERVICES

Lisa Pyles

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SECTION AB

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1. The Town of Addison is requesting bids for Belt Line Road Overlay Project – From Marsh Lane to Dallas North Tollway. Bids will be accepted until 2:00 p.m., February 8, 2018 at the Finance Building, 5350 Belt Line Rd., Addison, Texas 75001 – Attention Purchasing Department, at which time responders names and bids will be publicly read aloud. Late bids will not be considered. The plans, specifications, quantities, pre-bid time and date, and other information are available on www.bidsync.com. The plans, specifications, and quantities for the work to be done are also on file with Lisa A. Pyles, Director of Infrastructure & Development Services, Town of Addison, 16801 Westgrove Drive, Addison, Texas 75001, and such plans, specifications, and quantities may be examined without charge. The Town of Addison reserves the right to waive any formalities, to reject any and all bids, and to select the proposal deemed most advantageous to the Town of Addison.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words **INFRASTRUCTURE & DEVELOPMENT SERVICES BID NUMBER 18-38, BELT LINE ROAD OVERLAY PROJECT– FROM MARSH LANE TO DALLAS NORTH TOLLWAY.**

PAPER BIDS SHALL BE REQUIRED.

3. Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be downloaded from www.bidsync.com. The Town of Addison is a "free buyer", meaning that prospective bidders need only a free registration to sign up for plan updates. Bidders assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only Bidsync.com will be directly updated by Addison.
5. The right is reserved by the Mayor and the City Council as the interests of the City may require to reject any or all bids and to waive any formality in bids received and to select the proposal deemed most advantageous to the City.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond, and Maintenance Bond will be required by the Owner; each Bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding and work to be performed, please submit questions through www.bidsync.com.
9. The project consists of Belt Line Road Overlay and related improvements in accordance with the plans and specifications.

10. A **Pre-Bid Conference** will be held at **2:00 p.m. on January 22, 2018** in the Large Conference Room of the Town of Addison Service Center, 16801 Westgrove Dr., Addison, Texas 75001, (972) 450-2871.

Advertise

January 11, 2018

SECTION IB

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- A. PROJECT: BELT LINE ROAD**, in the Town of Addison. The bids will be evaluated as stated in Section "O" of these Instructions to Bidders.
- B. PROJECT DESCRIPTION:** The project consists of Construction of paving, striping and related work for Belt Line Road Overlay Project, from Marsh to Dallas North Tollway.
- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS:** Bidding Documents include the Project Manual (consisting of the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Contract Agreement, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Affidavit of Bills Paid, General Provisions, Special Provisions, Project Sign, Technical Specifications, and Geotechnical Report), a Waiver of Lien, Drawings, and Addenda which may be issued by the Town of Addison during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain firsthand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions; and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work. A **Pre-Bid Conference will be held at 2:00 P.M. on January 22, 2018** in the Large Conference Room of the Town of Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001, (972) 450-2871.
- F. INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Town of Addison, not later than three (3) working days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for

substitutions must be received by the Town of Addison seven (7) calendar days prior to the established bid date.

- H. ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be released through www.bidsync.com. It will be the responsibility of each person who has been issued a set of bid documents to secure all Addenda from www.bidsync.com. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be released through www.bidsync.com not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.
- I. COMPLETION TIME:** The completion time of the project will be Three Calendar Months.
- J. PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the price written in the bid and that given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

NOTE: AN ELECTRONIC SPREADSHEET IS POSTED ON BIDS SYNC FOR CONTRACTORS CONVENIENCE TITLED "BID SCHEDULE OVERLAY PROJECT.XLSX". THIS SPREADSHEET MAY BE USED IN LIEU OF THE MANUAL HANDWRITTEN PROPOSAL FORM IN THE SPECIFICATIONS AND SHALL BE ATTACHED TO THE PROPOSAL AND MADE PART OF THE CONTRACT DOCUMENTS. USING THE SPREADSHEET OPTION SHALL NOT AMEND OR MODIFY ANY WORDING IN THE PROPOSAL FORM OR THE PLANS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT THE SPREADSHEET ADEQUATELY CONVEYS THEIR BID.

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. Bidders shall submit proposals in an opaque, sealed envelope

addressed to the Owner and plainly mark on the outside of the envelope the name and address of the bidder. The envelopes shall also be marked with the following project description:

INFRASTRUCTURE & DEVELOPMENT SERVICES BID NUMBER 18-38
BELT LINE ROAD OVERLAY PROJECT

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 Town.

Electronic bidding on bidsync.com will not be considered for this project. The Town of Addison uses bidsync to distribute bids and proposals. There will be NO COST to the contractor for standard bids or proposals. Bid number 18-38 is considered a standard bid. For Cooperative Bids and Reverse Auctions ONLY, the successful contractor/supplier agrees to pay bidsync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. Cooperative Bids and Reverse Auctions will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

- K. MODIFICATION AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- L. DISQUALIFICATION:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- M. SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 2. A list of names of the Subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Town of Addison. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
 3. Other information as required.
- N. 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 Town of Addison Infrastructure & Development Services Department, in making its recommendation, will consider the following elements:

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

Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by the *Standard Specifications for Public Works Construction – North Central Texas, 4th Edition*, (hereinafter called SSPWC) Item 104.2 "Change or Modification of Contract".

- O. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.
- P. 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.
- Q. COST PLUS TIME BIDDING:** N/A
- R. 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.
- S. BONDS:** A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. The Performance Bond and Payment Bond shall name the Town of Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond, and Maintenance Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.)
- T. BID SECURITY:** Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him. Such bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining bid bonds will be returned promptly after the Owner has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- U. 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.

- V. CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.
- W. FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 109.5.4 of the SSPWC including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 2. A Consent of Surety Company to Final Payment.
 3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with the Special Provisions.
 4. A two (2) year Maintenance Bond in accordance with Section MB.
 5. Acknowledgement that the project has been reviewed and accepted by TDLR.
- X. PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.
- Y. PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement; performance and payment bonds; proposal; special provisions (or conditions); technical specifications; general provisions; advertisement for bids; project drawings; *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation November 1, 2014; Standard Specifications for Public Works Construction (NCTCOG, October 2004); Town of Addison Standard Drawings. This priority list shall take precedence over Item 105.1.1 of the SSPWC.

SECTION PF
PROPOSAL FORM

PROPOSAL FORM

_____, 2018

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

Gentlemen:

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

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

The following pages contain all bid items for:

BID SCHEDULE – BELT LINE ROAD OVERLAY PROJECT

BID SCHEDULE
BELT LINE ROAD OVERLAY PROJECT
BID NUMBER 18-38

Base Bid – Site Preparation and Miscellaneous

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
1.01	1	LS	Mobilization (no more than 5% of total bid) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
1.02	1	LS	Traffic Control complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
1.03	1	LS	SW3P Including Maintenance, Inlet Protection and Erosion Control complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
1.04	3,771	SF	Remove Existing Concrete sidewalk complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
1.05	3	EA	Project Signs complete in place, the sum of _____ Dollars and _____ Cents per Unit.		

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
1.06	1	LS	Railroad Insurance complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
1.07	1	LS	Roadway Utility Adjustments complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
1.08	9	EA	Ground Box Adjustment/Replacement complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
1.09	7	EA	Install and Furnish Pedestrian Pole complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
Belt Line Road Site Preparation & Misc. Subtotal					

Base Bid – Paving and Sidewalks

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
2.01	10,304	TON	2" Hot Mix Asphalt, Ty-D (PG 76-22) complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
2.02	93,676	SY	Milling complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
2.03	1,774	SF	Concrete Sidewalk complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
2.04	21	EA	Curb Ramp – Directional and non-directional (includes detectable warning plate) complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
2.05	2	EA	Island Curb Ramp (includes detectable warning plate) complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		
2.06	260	SF	Decorative Pavers complete in place, the sum of _____ _____ Dollars and _____ Cents per Unit.		

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
2.07	4,700	SY	Full Depth Repair (5% of total pavement area) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
2.08	4	EA	Adjust Median Nose complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
2.09	165	SY	Common Bermuda 'Mid Iron' Sod complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
Belt Line Road Paving and Sidewalks Subtotal					

Base Bid – Pavement Markings and Signs

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
3.01	147	EA	White Thermo Turn Arrow (125 mil. Thickness) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Unit.		
3.02	80	EA	White Thermo Lettering "ONLY" (125 mil. Thickness) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Unit.		
3.03	9,680	LF	4" Type I White Skip Thermo (90 mil. Thickness) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Unit.		
3.04	650	LF	4" Type I White Dot Thermo (90 mil. Thickness) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Unit.		
3.05	300	LF	4" Type I Yellow Solid Thermo (90 mil. Thickness) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Unit.		

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
3.06	10,818	LF	8" Type I White Solid Thermo (90 mil. Thickness) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.07	2,076	LF	24" Type I White Thermo Stop Bar (125 mil. Thickness) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.08	6,690	LF	12" Type I White Thermo Transverse Crosswalk (125 mil. Thickness) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.09	101	LF	White Thermo Yield Line (125 mil. Thickness) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.10	147	EA	Pavement Sealer (Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.11	80	EA	Pavement Sealer (Word) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
3.12	10,630	LF	Pavement Sealer 4" complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.13	10,818	LF	Pavement Sealer 8" complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.14	6,690	LF	Pavement Sealer 12" complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.15	2,076	LF	Pavement Sealer 24" complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.16	101	LF	Pavement Sealer Yield Line complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.17	970	EA	White R.P.M. Type II-C-R complete in place, the sum of _____ Dollars and _____ Cents per Unit.		

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
3.18	330	EA	Yellow R.P.M Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.19	310	EA	4" Round Non-Reflective Yellow Marker complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.20	8	EA	White Thermo RR XING (125 mil thickness) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.21	8	EA	Pavement Sealer (RR XING) complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.22	560	EA	White RPM, Type 1-C Markers complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
3.23	2	EA	Small Aluminum Road Signs complete in place, the sum of _____ Dollars and _____ Cents per Unit.		
Belt Line Road Pavement Markings & Signs Subtotal					

SUMMARY

BID SCHEDULE – BELT LINE ROAD OVERLAY PROJECT

- 1. Removal, Site Preparation and Miscellaneous Subtotal....._____
- 2. Paving and Sidewalks Subtotal....._____
- 3. Pavement Markings and Signs Subtotal....._____

TOTAL BID _____

Written in Words: _____

The pay items included in this proposal form comprise all of the pay items for the project. Any additional required work shall be considered subsidiary to the related pay items provided herein.

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

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

Name of Person Signing Bid

Signature of Person Signing Bid

Address

Telephone No.

Fax No.

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

If BIDDER is:

AN INDIVIDUAL

By _____ (Individual's Name) (Seal)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Firm Name) (Seal)

_____ (General Partner)

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____



A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

SECTION BB
BID BOND

BID BOND

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

SECTION CA

CONTRACT AGREEMENT

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

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

BELT LINE ROAD OVERLAY PROJECT

INFRASTRUCTURE OPERATIONS & SERVICES BID NUMBER 18-38

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, to complete the work within _____ (_____) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

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

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

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Wes Pierson, City Manager

By: _____

(CONTRACTOR)

ATTEST:

By: _____

By: _____

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

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

SECTION PrB
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, _____ as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

_____ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the ____ day of _____, 2____.

CONTRACTOR: SURETY: 1
By: _____ By: _____
Title: _____ Title: _____

ACKNOWLEDGMENTS
[Contractor]

STATE OF TEXAS }
COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2____.

Notary Public in and for the State of Texas Typed or Printed Name of Notary
My Commission Expires: _____

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the ____ day of _____, 2____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2____.

Notary Public in and for the State of Texas Typed or Printed Name of Notary
My Commission Expires: _____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance.

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.

SECTION PyB
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR: SURETY: 1
By: _____ By: _____
Title: _____ Title: _____

ACKNOWLEDGMENTS
[Contractor]

STATE OF TEXAS }
COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas
My Commission Expires: _____

Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2_____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2_____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.

SECTION MB
MAINTENANCE BOND

MAINTENANCE BOND – TWO YEAR

STATE OF TEXAS

COUNTY OF DALLAS

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of two (2) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of two (2) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the ____ day of _____, 2_____.

CONTRACTOR:

SURETY:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Address of Principal:

Address of Surety:

ACKNOWLEDGMENTS
[Contractor]

STATE OF TEXAS
COUNTY OF DALLAS

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2_____.

Notary Public in and for the State of Texas
My Commission Expires: _____

Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____, 2_____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2_____.

Notary Public in and for the State of Texas
2-4-13 2 yr

Typed or Printed Name of Notary

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

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

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

BELT LINE ROAD OVERLAY PROJECT
INFRASTRUCTURE & DEVELOPMENT SERVICES
BID NUMBER 18-38

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

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 201_.

Notary Public in and for

_____ County, Texas

Instructions:

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

SECTION GP

GENERAL PROVISIONS

GENERAL PROVISIONS

The General Provisions of the Contract shall be as stated in the *Standard Specifications for Public Works Construction – North Central Texas, 4th Edition (2004)*, under Division 100, "General Provisions," Items 101.1 through 109.6 inclusive, as amended or supplemented and except as modified by the Special Provisions or Instructions to Bidders.

SECTION SP
SPECIAL PROVISIONS

SPECIAL PROVISIONS
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SPECIAL PROVISIONS

1. **SCOPE OF WORK:** The Work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all Work appurtenant thereto, the proposed improvements for: *Belt Line Road Overlay Project* (“Project”).

2. **GENERAL:** This Work shall conform to the requirements of the Specifications and the details as shown on the Plans. These Contract Documents are intended to be complementary. The Contractor shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional Extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the Work. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Plans and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the Work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; Special Provisions and special Specifications shall govern over both General Provisions and standard Specifications; and quantities shown on the Plans shall govern over those shown in the proposal.

3. **EXAMINATION OF SITE:** The Contractor acknowledges that he has investigated and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor acknowledges that he has inspected the site of the Work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Town of Addison assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town and the Engineer.

4. **SPECIFICATIONS:** Construction improvements shall be governed by the following published specifications and details (except as modified by these Special Provisions):

Standard Specifications for Public Works Construction, North Central Texas - North Central Texas Council of Governments (latest edition);

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Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges – Texas Department of Transportation, 2014;

Town of Addison Standard Construction Details;

The Contractor shall keep copies of applicable Specifications on the Project site at all times.

Where reference is made to specifications compiled by other agencies, organizations or departments, such referenced specifications are hereby made a part of the Project Specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective Bidders. It shall be the responsibility of the Bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered.

6. **HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES:** Contractor shall immediately give an oral and written report to the Town of Addison of the discovery of any articles of historical, scientific, or archaeological significance. Contractor shall take all necessary steps to preserve the article and shall cease operations, which would affect the find until otherwise directed by the Town of Addison but continue with all other unaffected operations. The future operations of Contractor with respect to the discovery, including disposition of the articles, shall be decided by the Town of Addison. The Town of Addison shall have sole and exclusive title to any discovered articles.

The Town of Addison shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for performing any part of the work under the Contract, whether or not changed as a result of conditions, an equitable adjustment will be made and the Contract modified in writing accordingly.

No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment of the Contract for differing site conditions will be allowed or shall be made after final payment under the Contract.

7. **ENVIRONMENTAL REQUIREMENTS:** In addition to requirements set forth in other sections of the Contract, including the Plans and Specifications, Contractor shall ensure that the requirements of this Section are fulfilled and incorporated into its procedures and processes as well as those of any Subcontractors. All materials utilized by Contractor on the Project shall comply with all applicable local, state and federal laws and regulations.

Belt Line Road Overlay Project

- A. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Contractor, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Town of Addison in writing.
1. The term “Hazardous Materials” means any substance or compound, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a “hazardous substance”, “hazardous waste”, “extremely hazardous waste”, “solid waste”, “toxic substance”, “hazardous substance”, “hazardous material” or “regulated substance” or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, lead, or motor fuel or other volatile organic compounds; or (iii) which causes or poses a threat to cause a contamination or nuisance on the Project Site or any adjacent property, or (iv) which causes or poses a threat to cause a hazard to the environment or to the health, safety or welfare of persons on or about the Project Site.
 2. The term “Environmental Law” means any federal, state or local law, statute, guidance or policy statement, ordinance, code, rule, regulation, license, authorization, decision, order, injunction or decree, which pertains to health, safety or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Occupational Health and Safety Act, the Toxic Substances Control Act, the Texas Water Code and the Texas Solid Waste Disposal Act and any other state or federal environmental statutes.
- B. If the material or substance was on the site prior to the issuance of the Notice to Proceed, the Town of Addison shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, to verify that it has been remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison.
- C. Except as provided in Subparagraph B., Contractor (with the Town of Addison’s prior written approval of the laboratory) shall obtain the services of a licensed

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laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, the Town of Addison shall determine whether Contractor or the Town of Addison shall have the substance remediated to levels required by the Texas Commission on Environmental Quality. When the material or substance has been remediated, Work in the affected area shall resume upon written direction of the Town of Addison. The Contract time shall not be extended and the Contract Price shall not be increased, unless the material or substance to be remediated were not introduced to the Work Site by Contractor, and Contractor shall then pay for (or reimburse the Town of Addison for) the testing and remediation.

- D. The Town of Addison shall not be responsible under this Section for materials or substances Contractor brings or introduces to the Project Site. Contractor shall be responsible for the fault or negligence in the use and handling of materials or substances of Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them.
- E. Contractor shall indemnify the Town of Addison and its affiliates for any and all damages incurred by the Town of Addison as a result of Contractor's actions with respect to all applicable state and federal environmental laws related to materials or substances Contractor brings to the Project Site, including but not limited to fines, penalties, costs of remediation and reasonable attorney's fees. No time extension shall be granted for breach of this provision.
- F. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project Site any Hazardous Materials, except in accordance with applicable environmental laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Materials into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water unless required by the Contract Documents. In the event Contractor engages in any of the activities prohibited in this Section or fails to stop Work as provided in this Section, to the fullest extent permitted by law, Contractor hereby indemnifies and holds the Town of Addison, its affiliates and their respective officers, agents, employees and tenants harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section or Contractor's failure to stop Work as required. Contractor shall obtain from manufacturers and furnish to the Town of Addison Materials Safety Data Sheets (OSHA Form 20) for all materials incorporated into the Project by Contractor. The Town of Addison hereby agrees that, as between the Town of Addison and Contractor, the Town of Addison will be responsible for Hazardous Materials on site which existed prior to Contractor performing Work on the Project Site or which are introduced to the Project Site by the Town of Addison, except as provided in this Section. Contractor will not be considered the generator of Hazardous Materials on site which existed prior to Contractor performing Work on the Work Site or which are introduced to the Project Site by

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the Town of Addison. If the Hazardous Materials were on the Project Site prior to Contractor's presence on the Project Site or were introduced to the Project Site by the Town of Addison, then, if appropriate, the Town of Addison will make an equitable adjustment to the Contract.

- G. Include in all construction subcontracts exceeding \$100,000, the following requirement: "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations."
 - H. No request by Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless Contractor has given the written notice required.
 - I. No request by Contractor for an equitable adjustment of the Contract for Hazardous Materials will be allowed or shall be made after final payment under the Contract.
8. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the Specifications, Plans, Project Site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this Contract and the Work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. 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 Town of Addison and the Engineer harmless therefrom. No plea of ignorance or misunderstanding thereof will be considered.
9. **PERMITS, LICENSES. AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Any required permit fees will still be paid by the Contractor. Wherever the Work under this contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the Work covered thereby is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.**
10. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, will be secured for this Project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning Work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the Work or its operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the

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Town of Addison, the Engineer and all of their officers, agents, and employees against any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by itself or its employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of its 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. All easements shall be cleaned up after use and restored to their original conditions or better.

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

It is in the interest of the public safety and convenience for the Work under this Project to occur outside the standard Work hours as described in the Traffic Control General Notes. However, the contractor must present a detailed Work schedule and obtain written approval from the Town.

12. **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.
13. **NON-DISCRIMINATION POLICY:** It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and Contractors to adhere to this policy.
14. **ANTITRUST LAWS:** The Contractor hereby assigns to the Town of Addison any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
15. **ABANDONMENT:** The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the Project, or the entire Project, at any time before the Contractor begins any construction Work authorized by the Town of Addison. In case of total abandonment of the Project, the Contract becomes void. The Town of Addison may abandon portions of the Project at any time during the Project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the Project.

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

17. **PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN:** A Storm Water Pollution Prevention Plan (SW3P) will be prepared by the Contractor in accordance with the Texas Pollution Discharge Elimination System, General Permit Number TXR150000 relating to Discharges from Construction Activities issued by the Texas Commission on Environmental Quality (TCEQ). The SW3P will include the following information as required by the TCEQ Permit: Project description that includes: description of the construction activities, intended schedule or sequence of major soil disturbing activities, number of total acres of the Project area and number of acres where soil will be disturbed, estimate of the runoff coefficient of the site for pre-construction and post-construction conditions, data describing the soil, a general location map, the name of receiving waters at or near the site, and a copy of the TPDES General Permit.

The contractor is required to prepare a detailed site map showing drainage patterns and approximate slopes after grading, areas where soil disturbance will occur, locations of major structural controls, locations where stabilization practices are expected to be used, surface waters, and locations where storm water discharges from the site directly to a surface water.

The Contractor shall prepare a SW3P and submit a Notice of Intent (NOI) as required by the TPDES Permit if the total disturbed area is 5 acres or more.

A three-ring SW3P binder will be prepared containing all information and reports that are required as part of the SW3P. The Contractor will be required to prepare and utilize the SW3P as listed above, and maintain all records on-site during the Project including performing inspections and maintaining all required documentation required by the TPDES General Permit.

This specification is not all inclusive of the requirements for an SW3P. The Contractor shall comply with all requirements of the TCEQ TPDES permit and the local authorities' storm water ordinance and/or regulations.

The SW3P plan provided by the Contractor shall be designed, signed, and sealed by a professional engineer registered in Texas.

18. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than three (3) working days prior to the date set for the Bid opening. The ability to ask questions will close at 2:00 PM, February 5, 2018. Answers to all such requests will be

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issued in the form of Addenda and a copy of such Addenda will be released through *www.bidsync.com*. It will be the responsibility of each person who has been issued a set of Bidding Documents to secure all Addenda from *www.bidsync.com*. 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 it be in doubt as to their meaning, it shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

19. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the Work required on this Project. Work required by the Plans or Specifications but not provided with a specific pay item shall be considered incidental to other items of Work. Final payment to the construction Contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, Plans and Specifications and have been finally accepted by the Town of Addison.

See bid item descriptions/reference specifications for details.

20. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate. Final payment will be based on quantities determined by measurement methods described for each Work item.

When the quantity of Work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work above 125% of the quantity stated in the contract.

When the quantity of the Work to be done or materials to be furnished under any major pay item of the contract is less than 75% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of Work below 75% of the quantity stated in the contract. This paragraph shall not apply in the event Town of Addison deletes a pay item in its entirety from this contract.

21. **SUBSIDIARY WORK:** Any and all Work specifically governed by documentary requirements for the Project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of Work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of Work which fall in the category of subsidiary Work, unless otherwise stated in the plans. Any repairs or replacement of items damaged during demolition or as a result of new construction will be considered subsidiary. Limits of all Work requiring repair will be determined by the Town of Addison staff or the inspector. Extreme care should be taken during all demolition and construction operations.

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22. **QUALIFICATION OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

To be considered responsive, the apparent three lowest Bidders are required to submit the Statement of Experience per Spec 00 45 16 within 5 days.

The apparent low three Bidders will be notified by the Engineer to request the information.

23. **AWARD AND EXECUTION OF CONTRACT:** For the purpose of award, each bid submitted shall consist of three parts whereby the correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices for the following parts:

- Base Bid – Parts 1 thru 3**

The method of Award will be as shown below:

Award = Total Base Bid

The Town reserves the right to accept whichever bid is determined to be in the best interest of the public and to reject all bids.

All payments will be based on actual quantities and bid unit prices.

24. **EXPLANATION OF CONTRACT TIME:** The term “Contract Time” as used in this Provision will mean the 93 calendar days for completion of the Work of the Contract from the date the Contract was executed. The term “calendar day” as used in this Article will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor’s operations, delays or other events as described herein.

In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison) directly and substantially affecting the Contractor’s operations on the Contract, the Contractor and the Town shall agree as to the number of calendar days to extend the Contract Time. In the event the Contractor and Town are unable to agree to the number of calendar days to

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extend the Contract Time, the Town shall unilaterally determine the number of calendar days to extend the Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Town were arbitrary or without any reasonable basis.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions above, the Town shall deduct from the moneys due the Contractor the Daily Value as shown in provision 99 for each calendar day completion exceeds the Allowable Contract Time. The term "Allowable Contract Time" as used in this Article shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. **This shall be strictly enforced.**

25. **COPIES OF PLANS FURNISHED:** One (1) copy of 11" x 17" and one (1) electronic copy of the Plans shall be furnished to the successful Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of \$150.00 per set upon request.
26. **PRE-CONSTRUCTION CONFERENCE:** The successful Contractor, Engineer, and Town of Addison shall meet for a pre-construction conference before any of the Work begins on this Project. At this time, details of sequencing of the Work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their Work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of Project construction.
27. **MOBILIZATION:** The Work specified in this item consists of the preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, utilities, and other facilities, if necessary, for the construction of proposed improvements. The provisions of TxDOT Standard Specification Item (TxDOT Item 500) "Mobilization" shall apply, except the maximum amount allowed will be 5% of the total bid amount.
28. **GENERAL SEQUENCE OF CONSTRUCTION:** Prior to the start of Work, the Contractor shall develop a detailed construction and sequence of construction schedule using the critical path method (CPM) and submit to the Town of Addison for approval. The CPM shall reflect all definable features of Work and activities that shall cause minimum interference with traffic along, across and adjacent to the Project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as Work proceeds, adjustments shall be made. During all phases of construction access to all existing residences and businesses must be maintained at all times unless otherwise

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authorized in writing by the Town of Addison. Erosion control devices preapproved by TCEQ must be properly installed and maintained during all stages of construction.

The Contractor must comply with all lane closure and traffic movement restrictions as indicated in the Plans unless specifically authorized in writing by the Town of Addison.

The general intent is for the contractor to begin at one end and steadily progress limiting the area of construction to minimize disruptions to the traveling public, residences and businesses along the route.

29. **PROJECT REPRESENTATIVE:** The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the Project. This individual shall be aware of the day to day activities on the Project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members. The Contractor's representative must be available to meet and discuss construction related issues on site or at the Town's offices within 20 minutes of a request during working hours and throughout the entire construction period. Upon repeated failure of attendance at requested meetings, Contractor will be required to have a Project representative on-site at all times.
30. **COORDINATION WITH OTHERS:** In the event that other Contractors are doing Work in the same area simultaneously with this Project, the Contractor shall coordinate his proposed construction with that of the other Contractors. The Town of Addison and/or the Engineer shall mediate any disputes, and the Contractors shall comply with their decisions.
31. **INSURANCE:** Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/completed operations must be maintained for at least two (2) years after the construction Work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. Contractual Liability must be included.

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1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each occurrence-each accident, \$1,000,000 by disease-each occurrence and \$1,000,000 by disease aggregate

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

1.4 Umbrella Liability at minimum limits of \$1,000,000 each-occurrence \$4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

2.0 With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

2.1 The Town shall be named as an additional insured with respect to general liability and automobile liability.

2.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

2.3 A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation and all liability policies.

2.4 All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

2.5 All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

2.6 All certificates shall be mailed to Town of Addison, Purchasing Dept., P.O. Box 9010, Addison, Texas 75001 or emailed to purchasing@addisontx.gov.

2.7 All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

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- 2.8 Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 2.9 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
- 3.0 All insurance shall be purchased from an insurance company who meets the following requirements:
 - 3.1 Must be issued by a carrier, which is rated “A-” VII or better by A.M. Best’s Key Rating Guide.
 - 3.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.
- 4.0 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 4.1 Set forth all endorsements and insurance coverages according to requirements and instruction contained herein.
 - 4.2 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.
- 5.0 Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

WORKERS’ COMPENSATION INSURANCE COVERAGE:

A. Definitions.

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

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

Persons Providing Services on the Project (“Subcontractor” in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors,

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

B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

C. The Contractor must provide a certificate of coverage to the Town of Addison 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 Town of Addison, showing that the coverage has been extended.

E. The Contractor shall obtain from each person providing services on the Project, and provide to the Town of Addison:

(1) a certificate of coverage, prior to that person beginning Work on the Project, so that the Town of Addison 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 Town of Addison 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:

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- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a. a certificate of coverage, prior to the other person beginning Work on the Project; and,
 - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
 - (5) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 - (6) notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town of Addison that all employees of the Contractor who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

32. **RESOLUTION OF DISPUTES:** The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Contract, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts or other mutually agreeable mediator or arbitrator. 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.
33. **SHOP DRAWINGS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the Contract Documents in accordance with Item 1.28 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Engineer, who will review, approve and forward to the Town of Addison for acceptance. Approved submittals will be returned as follows:
- Two (2) – Town of Addison
 - One (1) – Contractor
 - One (1) – Halff Associates

Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable. Shop drawings shall include all items to be installed in the Project, including but not limited to:

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- | | | |
|---|---|---|
| <input type="checkbox"/> Paving Mix Designs | <input type="checkbox"/> Traffic Control Plan | <input type="checkbox"/> Water Main Pipe |
| <input type="checkbox"/> Storm Sewer Pipe | <input type="checkbox"/> Sanitary Sewer Pipe/Fittings | <input type="checkbox"/> Valves & Boxes |
| <input type="checkbox"/> Fire Hydrants | <input type="checkbox"/> Manholes & Vaults | <input type="checkbox"/> Backfill Materials |
| <input type="checkbox"/> Conduit | <input type="checkbox"/> Finishes | <input type="checkbox"/> Signal components |

34. **PROJECT VIDEO:** Prior to the start of construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD. The video shall be narrated. The Contractor shall furnish the Town of Addison a copy of the video in DVD format prior to commencement of Project. This shall be subsidiary to Project.

35. **SAMPLES AND TESTS OF MATERIALS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this Project. Random testing will be provided by the independent lab as necessary for compliance with the Specifications. The Contractor shall coordinate construction with the testing lab and the Town of Addison, and shall provide assistance to the testing labs by providing excavation, access, trench safety, materials for testing and any other Work required to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly pay requests. As a guide, the Contractor shall be responsible for providing any test required by the Specifications.

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

36. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction Work for this Project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other Work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

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

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37. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:** All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the Project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences Work on this Project.
38. **PROPERTY ACCESS:** Access to adjacent properties shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall also maintain sufficient access throughout the Project limits to the existing apartment buildings and businesses during construction operations.
39. **PLANT, PROCEDURES, METHODS AND EQUIPMENT:** The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the Work under this contract, subject to the requirements of these Specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used.

The Contractor shall so arrange his Work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the Work within the period of time as specified in the Contract. Only such materials and equipment as are necessary for the construction of the Work under this contract shall be placed, stored or allowed to occupy any space at the site of the Work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any Work, or for the construction maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor.

Where the Work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the Work covered thereby is started.

NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED.

40. **PARKING OF CONSTRUCTION EQUIPMENT:** At night and during all other periods of time when equipment is not being actively used on the construction Work, the Contractor shall park the equipment at locations which are approved by the Town of Addison. The Contractor shall provide adequate barricades, markers and lights to protect the Town of Addison, the Engineer, the public and other Work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.

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41. **ZONING REQUIREMENTS:** During the construction of this Project, the Contractor shall comply with the present zoning requirements of the Town of Addison in the use of vacant property for storage purposes.
42. **IN PUBLIC ROADS AND PRIVATE DRIVES:** No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the Work included in this Contract. No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

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

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of two years from the date of Town of Addison's acceptance of the Work. In the event the repairs and maintenance are not made immediately to the satisfaction of the Town, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

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

43. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of its haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.
44. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the Work on this Project prior to beginning its construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by Contractor's operations.
45. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for Work near high voltage lines on this contract:

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- a. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile driver, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines."
 - b. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulating cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.
 - c. When necessary to Work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such Work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.
 - d. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole expense.
 - e. No person shall Work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph c.
- 46. PROTECTION OF EXISTING UTILITIES AND STRUCTURES:** The location and dimensions shown on the Plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the Town of Addison or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of its activities in order that he may negotiate such restrictive locations with the Town of Addison of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the Plans. All damage to utilities resulting from Contractor's operations shall be restored at its expense. The Town of Addison and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the Plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for 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 requires the building of special Work, provisions for which are not made in the Plans, in which case, provisions in these Specifications for Extra Work shall apply.
- 47. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED:** In case it is necessary to change or move the property of a public utility, such property shall not be moved or interfered with until authorized by the Town of Addison or the Engineer. The

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right is reserved for the Owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of their property that may be made necessary by performance of the Contract. The Contractor shall be responsible for coordination with the Town of Addison and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.
 - b. After commencing Work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.
 - c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the Work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
 - d. The Contractor shall repair or pay for all damage caused by its operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall defend and settle in total the cost of all lawsuits which may arise as a result of its operations.
 - e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.
- 48. MAINTENANCE AND REPAIRS:** The Contractor shall maintain and keep in good repair all Work contemplated under these Plans, Specifications, and Plans which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all Work which is necessary for the wellbeing of the general public. In the event the Contractor fails in its obligations to properly maintain the Work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.
- 49. PROTECTION OF WORK:** During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished Work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such Work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town

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of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the Work shall be borne solely by the Contractor until final acceptance of all Work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.

- 50. PUBLIC CONVENIENCE AND SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal Work hours.

Materials stored about the Work site shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the Town of Addison. The materials excavated shall be placed so as not to endanger the Work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, telegraph or electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours notice in writing to the Contractor, save in cases of emergency, when the Town of Addison shall have the right to remedy any neglect without notice; and, in either case, the cost of such Work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the Work passes over or through private property, the Town of Addison shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of Work which might damage or interfere with the operation of their property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the Town of Addison) by reason of any negligent act or omission on the part of the Contractor, its employees, agents or Subcontractors, or at any time due to defective Work or materials, or due to its failure to reasonably or properly prosecute the Work, and said responsibility shall not be released by the fact that the Work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at its own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice under ordinary circumstances, and without notice when a nuisance or hazardous

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condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.

51. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect the Work and persons and property while said persons or property are approaching, leaving or within the Work site or any area adjacent to said Work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any protective measures, warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities 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.

Where the Work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at its own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the Project shall have been completed and accepted by the Town of Addison, and shall cease when the Town of Addison notifies the Contractor in writing of final Project acceptance.

If the Town of Addison discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Town of Addison may order the Contractor to take such additional precautionary measures as required by law to protect persons and property. In addition, the Contractor shall be held responsible for all damages to the Work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the Town of Addison may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.

52. **TRAFFIC CONTROL:** It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:
- a. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.

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- b. The Contractor shall prosecute its Work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.
- c. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the Project.
- d. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.
- e. The Contractor shall provide a comprehensive Traffic Control Plan to the Town of Addison and Engineer for review, comment, and approval in the event the planned sequence of work is different in any way from that sequence of work provided for in the plans or where additional details are required. The Traffic Control Plan shall be designed in accordance with established standards and regulations and signed and sealed by a professional engineer, registered in the State of Texas. The plan should reflect the Contractor's proposed construction phasing and methodology and include the design layout for all proposed detour and traffic situations.

53. BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF CONSTRUCTION: Throughout the construction operations, streets and intersections will remain open to traffic by constructing the Work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

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

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

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

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

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

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

54. EXCAVATION SAFETY SYSTEMS:

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

A. General: Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this Project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this Project.

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

B. Core Borings: Any core borings and soil data furnished by the Town are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this Project. The furnishing of soil information by the Town of Addison in no way relieves the Contractor of this obligation. If no core borings or soil data are furnished by the Town, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

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

D. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the Project. The payment shall be full compensation for all planning, engineering, materials, equipment,

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fabrications, installation, recovery and all incidental Work required. All excavation and backfill in addition to that specified elsewhere in these Specifications shall be considered subsidiary to this bid item.

- 55. TRENCH EXCAVATION, BACKFILL AND COMPACTION:** Trench excavation, backfill and compaction of storm drain and utility trenches shall be in accordance with Town of Addison Standards and with details shown on the Construction Plans.

A. Trench Excavation: If the stated maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements and any temporary construction easements. All excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

B. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per Town of Addison Standards for the appropriate pipe size, pipe material, depth, and soil condition.

C. Compaction: All trenches under proposed or existing pavement shall be compacted to within a range of 95% to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).

- 56. TRENCH WALLS:** The Contractor shall use shoring or a drag box in those areas where it is required to protect existing improvements. This shall be subsidiary to the linear foot cost of the pipe and not a separate pay item.

- 57. SUSPENSION OF WORK RELATED TO DANGER:** In addition to the other remedies for suspension of the Work as provided for in the General Provisions and Special Provisions, the Town of Addison has the authority to suspend all work immediately if, in the Town of Addison's opinion, there is imminent danger to workers or the general public. If there is no imminent danger to workmen or the general public, but trench conditions are not in compliance with Federal Regulations 29 C.F.R. 1926.650-1926.652, the Town of Addison shall warn the Contractor who shall then immediately order all workmen in and adjacent to the trench away from the area. The Contractor must then bring the trench into compliance with the regulations. If the Contractor does not make the required corrections, all work on the Contract shall cease and the Town of Addison will issue a letter of Temporary Suspension of Work. The only work authorized after issuance of this letter is work approved by the regulations. Other work shall not be permitted until the Town of Addison issues a letter of Release of Temporary Suspension of Work. The Contractor shall not be entitled to additional compensation, an extension of time or payment of damages as a result of a temporary suspension of work under this provision.

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58. **PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.
59. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Town of Addison or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will also be responsible for maintaining stakes. If re-staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

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

- a. Heading to include date, contract number, Project name, surveying firm, Contractor, and construction plan sheet number.
 - b. Location, description of street/line and street/line name, number, letter, etc. designation.
 - c. Benchmark Data: Location, description, and elevation.
 - d. Slope or percent of grade of each curb line or utility line.
 - e. Stations at 50 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
 - f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc,
 - g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.
 - h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.
 - i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.
60. **VENDOR'S CERTIFICATION:** All materials used in construction shall have a vendor's certified test report. Test reports shall be delivered to the Engineer before permission will be granted for use of the material. All vendors' test reports shall be subject to review by the Engineer, and shall be subject to verification by testing of samples of materials as received for use on the Project. In the event additional tests are

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required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.

61. **WATER PIPE:** N/A
62. **WASTEWATER PIPE:** N/A
63. **STORM DRAINAGE PIPE:** N/A
64. **POLYETHYLENE WRAPPING:** N/A
65. **PIPE CLEANING:** N/A
66. **PLUGS:** N/A
67. **CEMENT STABILIZED BACKFILL:** N/A
68. **NON-METALLIC WATER PIPE DETECTION:** N/A
69. **PIPE EMBEDMENT:** N/A
70. **REMOVALS, ADJUSTMENTS AND REPLACEMENTS:** Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be demolished and removed to facilitate the construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Engineer will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better. Re-sawing of damaged edges will be at the Contractor's expense.

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

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

71. **PAVEMENT REPAIR:** The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing pavement repair per the pavement repair detail provided in the Plans.

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72. **PAVEMENT REMOVAL AND REPLACEMENT:** The Contractor will be responsible for any pavement that is damaged or destroyed by the Contractor's operations. Concrete street or sidewalk repair shall be full panel replacement to the standard of the previously removed portion or better. In the event the Contractor fails in its obligations to properly repair the Work in a timely manner, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.
73. **WATER FOR CONSTRUCTION:** The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required for construction, including water required for mixing of concrete, sprinkling, testing or flushing. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes. The Town of Addison will furnish water for initial cleaning and sterilization of water lines. All additional water used by the Contractor for compaction or any other purpose incidental to this Project may be obtained from existing hydrants along adjacent roadways. Note that the Contractor will be responsible for supplying chlorine gas or chlorinated lime (HTH) for water line sterilization.
74. **EXISTING STOCKPILES OF MATERIAL ON SITE: N/A**
75. **BORROW SOURCE:** If additional sources of earthen material are required for construction of embankment areas to complete the Project to the alignment, grades and cross sections indicated on the Plans, Contractor will be required to locate, obtain, excavate, deliver and place suitable fill material from an off-site source. Borrow materials should be compatible with existing on-site materials and shall be tested by the Geotechnical Engineer (employed and paid for by the Town of Addison) for acceptance as an approved source of borrow prior to borrow operations. Item 3.6 - Borrow of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments shall apply for all Work performed.
76. **EXCESS MATERIAL:** Suitable excess material (if any) may be disposed of on this site at locations directed by the Engineer. Topsoil shall be stripped and stockpiled from locations where excess material is to be placed. The Contractor shall scarify the spoil area to a depth of 6 inches and shall place the spoil material in 6-inch lifts, compacted to ninety-five percent (95%) of the maximum density as determined by ASTM D-698 Standard Proctor Test Method at or slightly above optimum moisture content.

Rock shall be broken or crushed so that the maximum dimension is 2" for use. No rock larger than 2" will be allowed in the upper 12" of fill. After completion of filling, replace topsoil and smooth grade.

Tree stumps and limbs, concrete debris, discarded materials and all unsuitable excess spoil material, including rock measuring larger than 12" in the largest dimension, shall become the property of the Contractor and shall be removed from the site and disposed of by the Contractor at its expense. The Contractor shall also comply with all applicable laws governing spillage of debris while transporting to a disposal site, and shall indemnify and save harmless the Town of Addison and the Engineer from all suits,

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actions, or claims of any character resulting from its arrangements for the disposal of spoil.

77. **DURING CONSTRUCTION:** During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hour written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under its contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or its surety shall reimburse the Town of Addison for all such costs.

78. **CONSTRUCTION TRAFFIC OVER PIPE LINES:** The design of the new pipes and the design of the existing pipe have been taken into account and provided for highway live loads. It is apparent, however, that certain construction vehicles could exceed this highway load condition under shallow bury conditions. It will be the responsibility of the Contractor to protect both the new line and the existing lines from these possibly excessive loads. The Contractor shall not at any time cross the existing or new pipe with a truck delivering new pipe to the site. Any damage to the existing or new pipe will be repaired or replaced by the Contractor to the satisfaction of the Town of Addison.

In locations where it is not permissible to cross the existing or proposed pipes without additional protection, the Contractor may elect to provide additional protection of the pipes so that more frequent crossings of the pipes are allowed. It still is, however, the responsibility of the Contractor to repair any damage to the existing or proposed lines if the damage results from any phase of its construction operation.

79. **CONTRACTOR'S CONTINUING OBLIGATION:** Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

80. **TOP SOILING, SEEDING AND FERTILIZING:** This item shall cover the topsoiling, seeding, fertilizing, watering and required maintenance for the grassing of all unpaved areas of the right-of-way and the easements, and all other areas of the project site that have been disturbed by this Contractors' operations including batch plant site, haul roads,

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etc. excluding building pad sites and lots which will not require seeding and fertilizing. The pay item shall only include that area which is within the right-of-way and the easements. All other disturbed areas requiring seeding and fertilizing shall be considered subsidiary to the cost of the project. Top soiling, seeding and fertilizing shall be provided in accordance with NCTCOG Items 202.2, 202.4 and 202.6, respectively.

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

82. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All Work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the Work site. Work done without line and grade having been provided; Work done beyond the line or not in conformity with the grades shown on the Plans or as provided, Work done without proper inspection; or any Extra or unclassified Work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned Work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced, or to cause unauthorized Work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

83. **DISPOSITION AND DISPOSAL OF MATERIALS:** All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the Project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.

84. **CLEAN-UP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the Work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the Work in an orderly manner and appearance.

85. **TV INSPECTION OF SANITARY SEWER AND STORM DRAIN SYSTEMS:**
N/A

86. **MATERIALS TO BE FURNISHED BY AT&T, TWC and FIBERLIGHT:** N/A

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87. TESTING REQUIREMENTS: Testing shall be conducted in accordance with Town of Addison Specifications except as modified in the Special Provisions, Technical Specifications, or as on the plans. The Town of Addison will provide random testing. The Contractor shall coordinate construction with the Town of Addison, and shall provide assistance to the testing labs by providing trench safety, excavation, or other work to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All retesting shall be at the expense of the Contractor. As a general guide, the Contractor shall be responsible for providing the following tests:

- (1) Density and associated tests on embedment and backfill.
- (2) Compressive strength tests on concrete.
- (3) Gradation soil tests on backfill as may be required.
- (4) Providing test results from manufacturer as specified in Town of Addison Specifications.

88. SILICONE JOINT SEALANT: Silicone joint sealant must be used in all instances where joint sealant applies to Portland Cement Concrete pavement and curbs. Payment for the use of silicone joint throughout this Project will in all cases be subsidiary to this contract at no extra cost.

89. CLAIMS FOR DAMAGES OR INJURY: General Provision Item 1.24.3 - SMALL CLAIMS FOR DAMAGE OR INJURY is amended to read as follows: “If any person files a claim against the Town of Addison or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any Work within the limits of the Project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to its liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as it’s irrevocably Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is authorized by Item 109.4. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

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

Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its

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liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the Town.

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

90. **WAIVER OF CLAIMS:** The making and acceptance of final payment will constitute:
- A. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor’s continuing obligations under the Contract Documents.
 - B. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
91. **MECHANICS AND MATERIALMEN’S LIEN:** The Contractor shall be required to execute a release of mechanics and materialmen’s liens upon receipt of payment and shall ensure that the Project remains free and clear of all liens related to the Work. The Contractor shall have all liens removed by obtaining releases acceptable to the Town of Addison or shall bond around such liens by obtaining a discharge of all liens.
92. **CONTRACTOR’S AFFIDAVIT OF BILLS PAID:** The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the Project.
93. **PRODUCT RECORD DOCUMENTS:** The Contractor shall maintain record Plans and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Maintenance of Documents: The Contractor shall maintain at the job site one record copy of the Contract Plans, 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 Town.

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

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

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- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract Plans.
- e. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawing: The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

Submittal: At the completion of the Project, the Contractor shall deliver record Plans to the Town. The transmittal letter shall be accompanied, in duplicate, with:

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

- 94. OWNERSHIP OF WORK AND MATERIALS:** All Work performed by Contractor pursuant to the Contract shall be the property of the Town of Addison. The Town of Addison shall own all construction, and any data, documents, plans, specifications, working papers, computer programs, photographs, or other material produced by Contractor pursuant to the Contract, and Contractor hereby assigns and transfers to the Town of Addison any and all copyrights for such material. To the extent that such programs used are internal, proprietary programs used by Contractor in the performance of the Work, Contractor will provide the Town of Addison such access to the programs as is necessary for the Town of Addison to be able to use the products and documents generated by the program, but Contractor is not required to transfer the copyrights or other intellectual property rights to the program to the Town of Addison. As security for partial, progress, or other payments, title to work for which such payments are made shall pass to the Town of Addison at the time of the payment. To the extent that title has not previously been vested in the Town of Addison by reason of payments, full title shall pass to the Town of Addison at delivery of the Work at the location specified in the Contract.

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Unincorporated Work to which the Town of Addison has received title by reason of progress, partial or other payments shall be segregated from other Contractor or Subcontractor materials and clearly identified as the Town of Addison property. The Contractor shall be responsible for all materials until they have been incorporated into the Work and the Work has been finally accepted by the Town of Addison. The title transferred as above shall in each case be good, and free and clear of any and all security interests, liens, or other encumbrances. The Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any way that would result in any lien, security interest, charge, or claim upon or against said items. The transfer of title as provided above shall not imply acceptance by the Town of Addison, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to such items.

The Contractor shall insert provisions in its subcontracts sufficient to ensure compliance with the content of this Section.

- 95. DRAWINGS AND OTHER DATA:** All documents developed by Contractor in the performance of the Contract shall become the sole property of the Town of Addison and may be used by the Town of Addison on any other project without additional compensation to Contractor. Use by the Town of Addison of these documents on other projects does not confer any liability on Contractor.

The Town of Addison shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. § 201(b). With respect thereto, Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design related patent and copyright laws. All design drawings, as-built drawings and specifications, in any form, shall contain a copyright mark of the Town of Addison.

- 96. TOWN OF ADDISON APPROVAL:** This Project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town’s satisfaction and as-built Plans are given to the Town of Addison.
- 97. USE OF EXPLOSIVES:** The use of explosives by the Contractor to complete the Work shall be prohibited.
- 98. POWER FOR CONSTRUCTION:** The Contractor shall contract with the local power provider and make the necessary arrangements for securing power required for the construction, including power required for temporary offices. There will be no separated pay item for connection into the existing power system or for the power required for construction purposes.
- 99. LIQUIDATED DAMAGES:** If the Contractor fails to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of \$ 1,000 for each calendar day of delay until the Work is completed or accepted.

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100. **CONTRACT DELAY:** The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, disruptions, permitting issues, actions of subcontractors, suppliers, or other contractors, actions by third parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the Contract time for completion. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Contract time to complete, regardless of whether the Contractor does so or not, shall be the sole responsibility of the Contractor in every instance.
101. **SUBCONTRACTORS:** No subcontract shall relieve Contractor of any of Contractor's obligations or liabilities under the Contract. Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors, including persons directly or indirectly employed by them, their guests and invitees. Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors, including the settlement of disputes with or between them. Nothing contained in the Contract shall be deemed to create a contractual relationship between any Subcontractor, and the Town of Addison.

Contractor shall provide to the Town of Addison one (1) copy of all executed subcontracts associated with the Contract, including any changes or modifications to the subcontracts, within three (3) days of their execution. No Subcontractor shall be permitted to perform work associated with the subcontract until the Subcontractor (or Contractor on the Subcontractor's behalf) is in compliance with the insurance requirements specified elsewhere in the Contract, and has furnished satisfactory evidence of insurance to the Town of Addison.

102. **PAYMENTS TO SUBCONTRACTORS:** Contractor shall comply with the provisions of applicable laws and regulations relating to Contractor's relations with Subcontractors. Payments by Contractor to Subcontractors associated with the Town of Addison Contracts are subject to the time periods established in the Texas "Prompt Payment Act", contained in Chapter 2251 of the Texas Government Code.

All persons employed in the performance of the Work under the Contract, or any subcontracts hereunder, shall be paid not less than the general rates of per diem, holiday, and overtime wages prevailing in the locality of the Work of a similar character as detailed in the Special Provisions. Failure to comply with this provision shall subject Contractor to the penalties prescribed in Chapter 2258 of the Texas Government Code, as amended.

Contractor will include in each subcontract for property or services entered into by Contractor and a Subcontractor, including a supplier, for purposes of performing the Work under the Contract a payment clause that obligates Contractor to pay the Subcontractor for satisfactory performance under its subcontract within seven (7) days

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out of such amounts as are paid to Contractor by the Town of Addison under the Contract. A false certification to the Town of Addison under the provisions of the Payments clause may be a principal offense in violation of Section 37.10 of the Texas Penal Code.

- 103. USE OF COMPLETED PORTIONS OF THE WORK:** Whenever, as determined by the Town of Addison, any portion of the Work performed by Contractor is in a condition suitable for use, and the best interests of the Town of Addison requires such use the Town of Addison may take possession of or use such portion of the Work. Such use by the Town of Addison shall in no case be construed as final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the Town of Addison of any of the conditions thereof. Contractor shall not be liable for the cost of repairs, rework, or renewals, which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of the Work, Contractor shall notify the Town of Addison in writing as required by the Contract and shall be entitled to such additional compensation or extension of time, or both, as determined in accordance with the Contract.

If in the course of such use, the Work proves to not be in compliance with the Contract, the Town of Addison shall have the right to continue such use until such portion of the Work can, without injury to the Town of Addison, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials, as necessary for such portions of the Work to comply with the Contract. Contractor shall correct the Work as soon as practical, but not later than one (1) month after notification by the Town of Addison.

Contractor shall not use any permanently incorporated materials unless such use is approved in writing by the Town of Addison. Where Contractor's request is granted for the use of certain materials, Contractor shall properly use and maintain and, upon completion of its use and at its own expense, recondition such materials to the satisfaction of the Town of Addison.

- 104. COMPLETE AGREEMENT:** The Contract (including Attachments, the Special Provisions, other documents and manuals incorporated herein) is the full and complete agreement between the Town of Addison and Contractor with respect to the subject matter herein and supersedes any and all prior agreements between the parties hereto.
- 105. WAIVER:** The waiver by the Town of Addison of the breach of any provision of the Contract by Contractor shall in no way impair the right of the Town of Addison to enforce the provision for any subsequent breach thereof. All remedies provided hereunder are cumulative and are in addition to all other remedies available at law or in equity.
- 106. EXECUTION OF THE CONTRACT:** The Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any

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counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of the Contract may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

107. NO BOYCOTT – ISRAEL: Pursuant to Texas Government Code Chapter 2270, The Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

108. DEFINITIONS: The following definitions are added to the General Provisions and Special Provisions:

BIDDER: Any person, persons, partnership, company, firm, association, or corporation acting directly or through a duly authorized representative submitting a bid for the work contemplated.

PROJECT: The Town of Addison's overall objective and endeavor of which the Contract forms a part and ultimately creates, which encompasses all Contract Documents constructed to final completion and final acceptance.

WORKING DAY: A working day is defined as a calendar day not including Saturdays, Sundays, or legal holidays authorized in the list prepared by the City of Dallas for contract purposes, in which weather or other conditions not under the control of the Contractor shall permit the performance of the principal units of work underway for a continuous period of not less than 7 hours between 7 A.M. and 6 P.M. A principle unit of work shall be that unit which controls completion time of the contract. Nothing in this definition shall be construed as prohibiting the Contractor from working on Saturdays, if the Contractor so desires and permission of the Town of Addison has been granted. Work on Sundays shall not be permitted except in cases of extreme emergency and then only with the written permission of the Town of Addison. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as weekdays. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

109. MODIFICATIONS TO THE LANGUAGE OF THE GENERAL PROVISIONS:
The General Provisions are modified as follows:

A. Add the following words to the General Provisions before the word "Certificates" found on the fourth line of Section 103.4.1:

"When permitted by law,"

B. Delete the sentence "A model Certificate of Insurance is illustrated in Model Form A.6 in Appendix A." beginning on the ninth line of Section 103.4.1 of the General Provisions and replace with the following:

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“Certificates of Insurance shall be provided on a state approved form.”

- C. Delete the following sentence beginning on the second line of the fifth subparagraph of Section 104.2.1 of the General Provisions:

“The foregoing notwithstanding, the total original Contract amount shall not be increased more than 25 percent; the CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER’S right to reduce the total original Contract amount by more than 25 percent.”

- D. Add the following word before the word “decide” found on the second line of Section 105.7.1 of the General Provisions:

“initially”

- E. Add the following word after the word “work” found on the fifth line of Section 105.7.1 of the General Provisions:

“, subject to the agreement of the Owner”

- F. Delete the following sentence beginning on the sixth line of Section 105.7.1 of the General Provisions:

“Engineer shall determine the amount and quality of work performed and materials furnished, and Engineer’s decision and estimates shall be final.”

- G. Delete Section 105.9.3 of the General Provisions titled “Inspection Overtime” in its entirety.

- H. Delete Section 107.2 of the General Provisions titled “Indemnification” in its entirety and replace with the following:

“THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, PROTECT, DEFEND, AND HOLD HARMLESS THE OWNER, ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, AGENTS, INVITEES, AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LIABILITY, COST, DAMAGE, EXPENSES, FINES AND ALL REASONABLE LEGAL FEES AND COURT COSTS, CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AGAINST THE INDEMNIFIED PARTIES, WHETHER OR NOT CAUSED IN PART BY ANY ACT OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER, OR WHETHER

LIABILITY IS IMPOSED UPON SUCH PERSON OR ENTITY, FOR ANY LOSS, INJURY, DAMAGE OR DEATH ARISING FROM OR OUT OF THE CONTRACTOR'S ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO CONTRACTOR'S NEGLIGENT OR GROSSLY NEGLIGENT PERFORMANCE OF THE WORK; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF OWNER'S PROPERTY; NEGLIGENT OR INTENTIONAL ACTIONS, ERRORS OR OMISSIONS AND THOSE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR SUBCONTRACTORS; VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL LAWS, REGULATIONS AND/OR ORDINANCES; CONTRACTOR'S OR ITS SUBCONTRACTOR'S USE OF PROPERTY, EQUIPMENT, VEHICLES, OR MATERIALS; DEFECTIVE WORKMANSHIP; NEGLIGENT OR GROSSLY NEGLIGENT USE OR MISUSE OF UTILITIES; OR SUBCONTRACTORS', EMPLOYEES', AGENTS', OFFICERS', OR DIRECTORS' NEGLIGENCE OR INTENTIONAL TORTS. IT IS THE EXPRESS INTENT OF CONTRACTOR TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR JOINT AND/OR CONCURRENT NEGLIGENCE AND/OR SOLE NEGLIGENCE. IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES, AT ITS OPTION, AND WITHOUT RELIEVING CONTRACTOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, OR ANY OF THEM, AND UNTIL REIMBURSED BY CONTRACTOR SHALL BEAR INTEREST, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IN THE EVENT THIS CONTRACT RELATES TO A PROJECT OTHER THAN A SINGLE FAMILY HOUSE, TOWNHOUSE, DUPLEX, OR LAND DEVELOPMENT DIRECTLY RELATED THERETO OR A PUBLIC WORKS PROJECT OF A MUNICIPALITY THEN THE INDEMNITY

PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT SUBCONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND CONTRACTOR OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF AN INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND OWNER OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTIES, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTIES, OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.”

- I. Add the following language after Section 103.3.1.4 of the General Provisions:

“**103.3.1.5. Maintenance Bond.** A good and sufficient bond in an amount not less than 10-percent of the approximate total of the Contract, as evidenced by the proposed tabulation, or conditioned on the full and proper maintenance and repair of the Work to be done and performed for a period of one year from the date of

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final acceptance of the Work and the Contractor will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform the necessary Work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by the Contractor in construction of same, or on account of any defect arising in any of the Work laid or constructed by the 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 Contractor.”

J. Add the following language after Section 104.2.5. of the General Provisions:

“**104.2.6. Change Orders.** A Change Order is a written instrument and signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- (1) the change in the Work;
- (2) the amount of the adjustment, if any, in the Contract Sum;
and
- (3) the extent of the adjustment, if any, in the Contract Time.

In the event the Contractor proposes a Change Order, the Contractor shall provide sufficient detail for such Change Order to allow analysis and review by the Engineer.

Agreement on any Change Order shall constitute final agreement on the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

The Contractor, upon receipt of written notification by the Owner or the Engineer of a proposed item or change in Work, shall prepare as soon as possible a Change Order on the form provided by the Owner. If the Change Order is returned to the Contractor for additional information or if the scope of the proposed change in the Work is modified by additions, deletions or other revisions, the Contractor shall revise the Change Order accordingly and resubmit the revised Change Order to the Owner and Engineer.”

K. Delete the language in Section 105.2.1 of the General Provisions and replace it with the following language:

Belt Line Road Overlay Project

“105.2.1. WORKMANSHIP: If the OWNER notifies the CONTRACTOR in writing of defective work, the CONTRACTOR shall correct the deficiencies within five (5) calendar days of the Notice at no additional cost to the OWNER. If the defective work is not corrected within five (5) calendar days, or the CONTRACTOR is not making satisfactory progress (in the opinion of the OWNER) to correct the deficiencies, the OWNER may withhold future payments for All Work until the defective work has been corrected to the satisfaction of the OWNER.”

L. Add the following language after Section 105.10 of the General Provisions:

“105.10.2. GUARANTEE AFTER COMPLETION: Unless otherwise specified in the technical section of these specifications, the CONTRACTOR shall, after test and acceptance, and for a period of one year from date of final written acceptance by the OWNER or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, rebuild, repair, or replace any and all items which have proven defective due to unsatisfactory material and/or workmanship. Upon written notice from the OWNER, the CONTRACTOR shall immediately make any repairs that may be ordered, or such repairs will be made by the Owner at the expense of the CONTRACTOR or the CONTRACTOR’S Surety. In case of an emergency where delay would cause serious loss or damage, the Owner may undertake to have the defects repaired without previous notice. The expense of all repairs, including all emergency repairs, shall be borne by the CONTRACTOR or the CONTRACTOR’S Surety, at no cost to the Owner. This obligation shall survive termination of the Contract.

105.10.3. OFFSET PROGRESS PAYMENTS: OWNER may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to OWNER from Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

105.10.4. FINAL ACCEPTANCE AND PAYMENT: This Project is subject to final inspection and final acceptance by the Owner. Whenever the Work provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, including, but not limited to compliance with North Central Texas Council of Governments Standard Specifications for Public Works Construction, October 2004

Belt Line Road Overlay Project

Section 202.6.4.6., the CONTRACTOR shall notify the OWNER that the Work is ready for final inspection. The OWNER will then make such final inspection and if the work is satisfactory and in accordance with the specifications and contract documents, the OWNER shall issue a certificate of acceptance to the CONTRACTOR and submit a request to accept the Work performed by the CONTRACTOR and payment of a final estimate under the terms of which the OWNER will release 100% of the retainage, plus the unpaid portions of the final estimate as the OWNER deems advisable.

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the Contractor, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the Work shall be prepared by the OWNER as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, deducted or retained under the provisions of the contract, shall be paid the CONTRACTOR within 30 days after the final acceptance by the OWNER, provided the CONTRACTOR has furnished to the OWNER a consent of Surety and satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the performance of the Work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment. This requirement is not intended and shall not be construed to recognize subcontractors for the purpose of privity of contract, and no third party benefit rights shall be obtained through these provisions for final payment. The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment, or on the retainage.

105.10.5. RIGHT TO AUDIT CONTRACTOR'S RECORDS:
By execution of the Contract, CONTRACTOR grants the OWNER

Belt Line Road Overlay Project

the right to audit, at Owner's election, all of CONTRACTOR'S records and billings relating to the performance of the Work under the Contract. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of the Work under this Contract. OWNER agrees that it will exercise the right to audit only at reasonable hours."

- M. Add the following language after Section 107.5 of the General Provisions:

"107.5.1. COMPENSATION AND ACKNOWLEDGEMENT OF WORK: The CONTRACTOR shall receive and accept compensation, as herein provided, as full payment for furnishing all labor, tools, material, equipment and incidentals; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work, or from the action of the elements; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the Work and before its final acceptance by the OWNER; for all risks of whatever description connected with the prosecution of the Work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Plans and Specifications."

- N. Add the following language after Section 107.11 of the General Provisions:

"107.11.1. COOPERATION OF THE CONTRACTOR: The CONTRACTOR shall give to the work the consistent attention necessary to facilitate the progress thereof, and the CONTRACTOR shall cooperate with the OWNER, and with other CONTRACTORS in every way possible.

The OWNER and the OWNER'S representatives shall at all times have free access to the Work whenever it is in preparation or progress and the contractor shall provide safe, convenient and proper facilities for such access and inspection."

- O. Delete Section 107.4 of the General Provisions and replace it with the following:

"107.4. VENUE AND CHOICE OF LAW

The Owner, the Contractor, and the Contractor's sureties agree that this Contract shall be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas. The terms and provisions of the Contract Documents shall be construed in accordance with the laws and court decisions of the State of Texas."

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- P. Delete the following language (which is the first paragraph) from Section 109.5.1. of the General Provisions:

“Between the 25th day and the last day of each month, the Owner shall make an approximate estimate of the value of the work done during the month under the specifications. Whenever the said estimate or estimates of work done since the last previous estimate exceeds \$100 in amount, a percentage of such estimate sum shall be paid the Contractor on or before the 15th day of the month next following. The monthly estimate may include acceptable nonperishable materials delivered to the work; such payment shall be allowed on the same percentage basis of the net invoice value as provided hereinafter. The percent retained by the owner shall normally be up to 10 percent at completion, unless otherwise stated. At the midpoint, or at any subsequent time, if the owner determines that the progress of the Contract is satisfactory in all respects, it may at its discretion cease to retain additional funds until the completion of the project, or until progress ceases to be satisfactory. The owner shall make the sole determination in this matter.”

- Q. Add the following language after Section 109.5.1. of the General Provisions:

“109.5.1.1. Applications for Payment. Applications for progress payment (“Application for Payment”) will be submitted no more often than monthly and shall be submitted on the dates set forth in the Agreement. Each Application for Payment shall be (1) sworn to and notarized, (2) supported by such data substantiating the Contractor’s right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents, and (3) submitted by the Contractor for review to the Engineer in form and substance as mandated by the Owner. The Contractor’s Application for Payment shall be segregated and detailed in a manner satisfactory to the Owner.

In each Application for Payment, the Contractor shall certify that such Application for Payment represents a just estimate of portion of the Work that is complete as of the last day covered by the Application for Payment and shall also certify by sworn affidavit as follows:

‘There are no known mechanics’ or materialmen’s liens outstanding at the date of this Application, all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of this Application for Payment, there is no known basis for filing of any

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mechanics' or materialmen's liens on the Work, and waivers from all subcontractors and materialmen have been or, at the time of payment, will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Texas.'

109.5.1.2. Lien Waivers. Concurrent with each Application for Payment, the Contractor shall execute and furnish a waiver and release of its lien rights current through the effective date of such Application for Payment conditioned upon receipt of the payment that is the subject of the application. Beginning with the second Application for Payment, the Contractor shall also deliver with each such Application as a condition precedent to payment thereof, waivers of lien from each of the Subcontractors, Sub-subcontractors, and suppliers current through the effective date of the previous Application of Payment. The Contractor shall also execute and obtain any other reasonable forms as the Owner may require in order to assure an effective waiver and release of mechanics' and materialmen's liens in compliance with the laws of the State of Texas. The Contractor shall, if any Subcontractor, Sub-subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the Owner to indemnify against any lien."

110. CONTRACTOR REPRESENTATIONS: By entering into the Contract, the Contractor makes the following representations to the Town of Addison:

- A. Contractor has examined and carefully studied the Bidding Documents and the related data identified in the Bidding Documents.
- B. The Contractor has visited the Project site where the goods are to be installed or services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of goods and services, if required to do so by the Bidding Documents, or if, in the Contractor's judgment, any local condition may affect cost, progress, or the furnishing of goods and services.
- C. The Contractor is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the bid that may affect cost, progress, and the furnishing of goods and services.
- D. The Contractor has carefully studied, considered, and correlated the information known to the Contractor; information commonly known to sellers of similar goods doing business in the locality of the Project site where the goods will be installed or where services will be provided; information and observations obtained from the Contractor's visits, if any, to the Project site where the goods will be installed or services will be provided; and any reports and drawings

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identified in the Bidding Documents regarding the Project site where the goods will be installed or where services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Contractor's obligations under the Bidding Documents.

- E. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Contractor has discovered in the Bidding Documents, and the written resolution (if any) thereof by the Engineer is acceptable to the Contractor.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the goods and services for which the bid is submitted
- G. The Contractor acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents. The Contractor also acknowledges that each unit price includes an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

111. PREVAILING WAGE RATES: Wage rates paid on this Project shall not be less than specified in the schedule of general prevailing rates of per diem wages as set forth below in the Davis Bacon Act General Decision No. TX130035:

General Decision Number: TX170035 01/06/2017 TX35

Superseded General Decision Number: TX20160035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date	0	01/06/2017
* SUTX2011-007 08/03/2011			

	Rates	Fringes
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CONCRETE FINISHER (Paving and Structures)	\$14.12	
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ELECTRICIAN	\$19.80	
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FORM BUILDER/FORM SETTER

Paving & Curb	\$13.16
Structures	\$13.84

LABORER

Asphalt Raker	\$12.69
Flagger	\$10.06
Laborer, Common	\$10.72
Laborer, Utility	\$12.32
Pipelayer	\$13.24
Work Zone Barricade Servicer	\$11.68

POWER EQUIPMENT OPERATOR:

Asphalt Distributor	\$15.32
Asphalt Paving Machine	\$13.99
Broom or Sweeper Concrete Pavement	\$11.74
Finishing Machine	\$16.05
Concrete Saw	\$14.48
Crane Operator, Lattice Boom 80 Tons or Less	\$17.27
Crane Operator, Lattice Boom over 80 Tons	\$20.52
Crane, Hydraulic 80 Tons or Less	\$18.12
Crawler Tractor	\$14.07
Excavator, 50,000 pounds or Less	\$17.19
Excavator, over 50,000 pounds	\$16.99
Foundation Drill , Truck Mounted	\$21.07
Foundation Drill, Crawler Mounted	\$17.99
Front End Loader 3 CY or Less	\$13.69
Front End Loader, over 3 CY	\$14.72
Loader/Backhoe	\$15.18
Mechanic	\$17.68
Milling Machine	\$14.32
Motor Grader, Fine Grade	\$17.19
Motor Grader, Rough	\$16.02
Pavement Marking Machine	\$13.63
Reclaimer/Pulverizer	\$11.01
Roller, Asphalt	\$13.08
Roller, Other	\$11.51
Scraper	\$12.96
Small Slipform Machine	\$15.96
Spreader Box	\$14.73
Servicer	\$14.58

Steel Worker (Reinforcing)	\$16.18
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TRUCK DRIVER

Lowboy-Float	\$16.24
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Off Road Hauler	\$12.25
Single Axle	\$12.31
Single or Tandem Axle Dump Trunk	\$12.62
Tandem Axle Tractor with Semi Trailer	\$12.86
Transit-Mix	\$14.14
WELDER	\$14.84

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

112. BID ITEMS/REFERENCE SPECIFICATIONS: The requirements of NCTCOG standard specifications for Public Works construction 4th Edition dated 2004, and TxDOT standard specifications for construction and maintenance of highways, streets and bridges, dated 2014, shall apply as described.

SPECIAL PROVISIONS

Note: The series of numbers shown after the description are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fourth Edition (October 2004), or technical specifications number provided with this document.

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SITE PREPARATION AND MISCELLANEOUS

BID ITEM NO. 1.01 – Mobilization (no more than 5% of total bid)

The provisions of NCTCOG Item 203, “Site Preparation”, shall apply except as modified or clarified below:

- A. Partial payments of the lump sum bid for mobilization shall be per the provisions of TxDOT Item 500.
- B. Measurement for this bid item shall be for lump sum.
- C. Payment for this bid item shall be paid for at the unit price bid for “Mobilization”.

BID ITEM NO. 1.02 – Traffic Control

The following provisions shall apply:

- A. Contractor shall submit proposed traffic control plan (TCP) changes to the Engineer and Town for approval. Changes must conform to guidelines established in the TMUTCD.
- B. This item includes all labor, equipment, materials and incidentals required to provide traffic control as necessary. Materials include but are not limited to signage including full time changeable message signs, traffic control devices, temporary striping, lighting required for night work and any other items called for in the plans or necessary for the safe and efficient operation of traffic.
- C. Contractor shall provide access to existing driveways at all times.
- D. Measurement for this bid item shall be per lump sum.
- E. Payment for this bid item shall be paid for at the unit price bid for “Traffic Control”.

BID ITEM NO. 1.03 – SW3P including maintenance, inlet protections and erosion control

The provisions of NCTCOG Item 201, “Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control”, shall apply except as modified or clarified below:

- A. Refer to NCTCOG Item 201.3, “Preconstruction Submittals”, and Special Provisions, Number 15, “Preparations of Storm Water Pollution Prevention Plan,” for additional specification on submitting the Storm Water Pollution Prevention Plan prior to the beginning of construction.
- B. Refer to NCTCOG Item 201.4, “Construction Requirements”, for additional specification on erosion control during construction.
- C. Measurement for this bid item shall be per lump sum (SW3P including maintenance, inlet protection and erosion control).

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- D. Payment for this bid item shall be paid for at the unit price bid for “SW3P Including Maintenance, Inlet Protection and Erosion Control”.

BID ITEM NO. 1.04 – Remove Existing Concrete Sidewalk

The provisions of TxDOT Item 104, “Removing Concrete”, shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to eliminate existing concrete in accordance with plans and specifications. Refer to the Special Provision for “Curb Ramp” for additional curb removal information.
- B. This item when called for in the plans shall include saw cutting the concrete and disposal of the material at an approved location outside of the project limits. This surplus material shall become property of the Contractor.
- C. Concrete and /or Asphalt shall be properly disposed of at an off-site location by the Contractor.
- D. Refer to Traffic Control Plan for Construction Sequence.
- E. Measurement for this bid item shall be per square foot for sidewalk.
- F. Payment for this bid item shall be paid for at the unit price bid for “Remove Existing Concrete Sidewalk”.

BID ITEM NO. 1.05 – Project Signs

The provisions of NCTCOG Item 107.20, “Project Signs”, shall apply except as modified or clarified below:

- A. The Contractor shall be responsible for furnishing the project signs per the specifications shown on the Project Sign Detail Sheet (see Section PS of this Contract Documents and Specifications book).
- B. Measurement for this bid item shall be per each.
- C. Payment for this bid item shall be paid for at the unit price bid for “Project Signs”.

BID ITEM NO. 1.06 – Railroad Insurance

The following provisions shall apply:

- A. The Contractor shall be responsible for acquiring Railroad Insurance in order to complete the work adjacent to the DGNO crossing.
- B. Contractor shall complete attached Right of Entry Application and submit to Genesee & Wyoming Railroad Services, Inc. along with current certificates of insurance which meet the following criteria:

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- a. General Liability Insurance naming the Dallas Garland & Northeastern Railroad, its Parent Company and Affiliates as additional insured, and must meet the minimum requirements of \$2M per occurrence and \$6M aggregate per the terms of the attached agreement.
 - b. If using the Excess or Umbrella Liability, it must show Dallas Garland & Northeastern Railroad, its Parent Company and Affiliates as additional insured.
 - c. Automobile Insurance must name Dallas Garland & Northeastern Railroad, its Parent Company Affiliates as additional insured with no limit less than \$1M bodily injury and property damage per occurrence.
 - d. The General Liability certificate is required to show proof of **CG2417**. (Contractual Liability Railroads)
 - e. Evidence of Workers Compensation must be provided on certificate.
 - f. Waiver of Subrogation must be shown in favor of Dallas Garland & Northeastern Railroad, its Parent Company and Affiliates for the General Liability, Automobile Liability, Excess/Umbrella Liability and Workers Compensation. (If this is not applicable but law, please provide documentation.)
 - g. A current certificate of Railroad Protective Liability insurance naming Dallas Garland & Northeastern Railroad, its Parent Company and Affiliates as named “Insured”. If the contractor does not carry a policy of Railroad Protective Liability insurance, this coverage can be purchased through the railroad at the cost of \$1,150 for 60 days. DGNO Railroad Protective Application attached.
- C. Contractor can refer to http://www.gwrr/real_estate/accessing_property for further information.
- D. Measurement for this bid item shall be per lump sum.
- E. Payment for this bid item shall be paid for at the unit price bid for “Railroad Insurance”.

BID ITEM NO. 1.07 – Roadway Utility Adjustments

The provisions of NCTCOG Item 502.1, “Manholes” and NCTCOG Item 502.6, “Valves”, or as otherwise specified in Town of Addison’s Water System Requirements or Wastewater System Requirements, shall apply except as modified or clarified below.

- A. Contractor shall coordinate with Town prior to adjustment for water and wastewater manholes and water valves.
- B. Contractor shall coordinate with Utility Owner and Town for adjustment of telephone manholes.
- C. Contractor shall be responsible for adjusting all utility appurtenances within overlay limits to finished grade regardless of whether or not utility is shown in the plans.
- D. Contractor shall coordinate with Town to determine if existing covers and rings need replacement. Any repair or replacement shall be subsidiary to pay item.

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- E. Measurement for this bid item shall be per lump sum.
- F. Payment for this bid item shall be paid for at the unit price bid for “Roadway Utility Adjustments”.

BID ITEM NO. 1.08 – Ground Box Adjustment/Replacement

The provisions of TxDOT Item 624, “Ground Boxes”, or as otherwise specified in Town of Addison Traffic Specifications shall apply except as modified or clarified below:

- A. The Contractor shall coordinate with Town prior to adjusting ground box.
- B. If deemed necessary by the Town, Contractor shall replace existing ground box and install new ground box (to be supplied by Contractor) at finished grade. Removal of existing ground box and furnishing/installation of new ground box shall be included in price of bid item.
- C. Measurement for this bid item shall be for each.
- D. Payment for this bid item shall be paid for at the unit price bid for “Ground Box Adjustments”.

BID ITEM NO. 1.09 – Furnish and Install Pedestrian Pole

The provisions of TxDOT Item 687, “Pedestal Pole Assemblies”, shall apply except as modified or clarified below:

- A. In addition to work listed in TxDOT Item 687, this item also includes conduit and conductors and any work associated with connecting to existing signal poles as stated in plans.
- B. Measurement for this bid item shall be for each.
- C. Payment for this bid item shall be paid for at the unit price bid for “Furnish and Install Pedestrian Pole”.

PAVING AND SIDEWALKS

BID ITEM NO. 2.01 – 2” Hot Mix Asphalt, Type D (PG 76-22)

The provisions of TxDOT Item 341, Dense-Graded Hot Mix Asphalt shall apply.

BID ITEM NO. 2.02 – Milling

The provisions of TxDOT Item 354, “Planing and Texturing Pavement” shall apply.

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BID ITEM NO. 2.03 – Concrete Sidewalk

The provisions of NCTCOG Item 305.2, “Sidewalks”, shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete sidewalk which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Engineer’s sole discretion at the Contractor’s expense.
- B. Sidewalks five feet wide or smaller shall have a thickness of four inches (4”). Sidewalks greater than five feet wide shall have a thickness of five inches (5”).
- C. Concrete shall be Class ‘C’ concrete designed to meet an average compressive strength of 3,600 psi at 28 days.
- D. Measurement for this bid item shall be per square foot.
- E. Payment for this bid item shall be paid for at the unit price bid for “Concrete Sidewalk”.

BID ITEM NO. 2.04 – Curb Ramp – Directional and Non Directional

The provisions of TxDOT Item 531, “Sidewalks”, shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide curb ramp in accordance with plans and specifications.
- B. Refer to TxDOT Standard Sheet “Pedestrian Facilities” (PED-12A) and Pavement Details for general notes and details.
- C. Detectable warning surface shall be considered part of the curb ramp and shall consist of the following:
 - 1) Detectable Warning Plates shall be “Armorcast wet set panel” or Town approved equal.
- D. Concrete shall be Class ‘C’ concrete design to meet a minimum average compressive strength of 3,600 psi at 28 days.
- E. Refer to Paving Plans for curb ramp location, type, and general notes.
- F. Removal and replacement of existing concrete curb adjacent to proposed curb ramp is subsidiary to this bid item. Curb removal in these locations is not included in the quantity for bid items regarding removal of existing concrete.
- G. Measurement for this bid item shall be per each.
- H. Payment for this bid item shall be paid for at the unit price bid for “Curb Ramp” of the type specified in the plans.

Belt Line Road Overlay Project

BID ITEM NO. 2.05 – Island Curb Ramp

The provisions of TxDOT Item 531, “Sidewalks”, shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide curb ramp in accordance with plans and specifications.
- B. Refer to TxDOT Standard Sheet “Pedestrian Facilities” (PED-12A) and Pavement Details for general notes and details.
- C. Detectable warning surface shall be considered part of the island curb ramp and shall consist of the following:
 - 1) Detectable Warning Plates shall be “Armorcast wet set panel” or Town approved equal.
- D. Concrete shall be Class ‘C’ concrete design to meet a minimum average compressive strength of 3,600 psi at 28 days.
- E. Refer to Paving Plans for curb ramp location, type, and general notes.
- F. Removal and replacement of existing concrete curb adjacent to proposed curb ramp is subsidiary to this bid item. Curb removal in this location is not included in the quantity for bid items regarding removal of existing concrete
- G. Measurement for this bid item shall be per each.
- H. Payment for this bid item shall be paid for at the unit price bid for “Island Curb Ramp” of the type specified.

BID ITEM NO. 2.06 – Decorative Pavers

The following provisions shall apply:

- A. This item includes all labor, equipment, materials and incidentals required to provide "Decorative Pavers" in accordance with plans and specifications.
- B. Pavers shall be approved by the engineer for new locations.
- C. Refer to Paving Plans for location, type, and general notes.
- D. Measurement for this bid item shall be by the square foot.
- E. Payment for this bid item shall be paid for at the unit price bid for “Decorative Pavers” of the type specified in the plans.

Belt Line Road Overlay Project

BID ITEM NO. 2.07 – Full Depth Repair

The provisions of NCTCOG Item 303 “Portland Cement Concrete Pavement” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide concrete pavement for areas to be repaired in accordance with plans and specifications.
- B. Cost of pavement removal is included in this bid item.
- C. 5% of the finished roadway is estimated to need full depth repair once milling exposes existing concrete. This quantity is allowance subject to change, up or down depending on exposed conditions. Town of Addison must approve full depth repair locations prior to Contractor beginning repair.
- D. If the timeframe for opening to traffic is less than 72 hours after concrete placement, provide concrete meeting TxDOT Item 360, HES Concrete.
- E. Measurement for this bid item shall be by the square yard, regardless of pavement thickness or use of class HES concrete.
- F. Payment for this bid item shall be paid for at the unit price bid for “Full Depth Repair”.

BID ITEM NO. 2.08 – Adjust Median Nose

The provisions of NCTCOG Item 303 “Portland Cement Concrete Pavement” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to provide median nose adjustments in accordance with plans and specifications.
- B. Cost of pavement, curb and median removal is included in this bid item. Cost of proposed full depth repair pavement, curb and median is included in this bid item.
- C. If the timeframe for opening to traffic is less than 72 hours after concrete placement, provide concrete meeting TxDOT Item 360, HES Concrete.
- D. Measurement of this bid item shall be per each location of median nose adjustment.
- E. Pavement for this bid item shall be paid for at the unit price for “Adjust Median Nose”.

BID ITEM NO. 2.09 – Common Bermuda ‘Mid Iron’ Sod

The following provisions shall apply:

- A. Refer to Technical Landscape Specifications Section 32-9223, “Sodding,” Section 32-9119, “Landscape Grading,” and Section 32-8000 “Town of Addison Landscape Irrigation Specifications,” for additional requirements.
- B. Refer to paving plans for locations.

Belt Line Road Overlay Project

- C. This item includes all labor, equipment, materials, excavating, compacting, soil prep, irrigation repair/adjustments and incidentals required to complete the work in accordance with the plans and specifications.
- D. Measurement for this bid item shall be by the square yard.
- E. Payment for this bid item shall be paid for at the unit price bid for “Common Bermuda ‘Mid Iron’ Sod”.

PAVEMENT MARKINGS AND SIGNS

BID ITEM NO. 3.01 – White Thermo Turn Arrow (125 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.02 – White Thermo Lettering "ONLY" (125 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.03 – 4" Type I White Skip Thermo (90 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.04 – 4" Type I White Dot Thermo (90 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.05 – 4" Type I Yellow Solid Thermo (90 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.06 – 8" Type I White Solid Thermo (90 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.07 – 24" Type I White Thermo Stop Bar (125 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.08 – 12" Type I White Thermo Transverse Crosswalk (125 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.09 – White Thermo Yield Line (125 mil. Thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

Belt Line Road Overlay Project

BID ITEM NO. 3.10 – Pavement Sealer (Arrow)

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.11– Pavement Sealer (Word)

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.12 – Pavement Sealer 4"

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.13 – Pavement Sealer 8"

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

Belt Line Road Overlay Project

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.14 – Pavement Sealer 12"

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer ” of the type specified.

BID ITEM NO. 3.15 – Pavement Sealer 24"

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.16 – Pavement Sealer Yield Line

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).

Belt Line Road Overlay Project

- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.17 – White R.P.M. Type II-C-R

The provisions of TxDOT Item 672, “Raised Pavement Markings”, shall apply.

BID ITEM NO. 3.18 – Yellow R.P.M Type II-A-A

The provisions of TxDOT Item 672, “Raised Pavement Markings”, shall apply.

BID ITEM NO. 3.19 – 4" Round Non-Reflective Yellow Marker

The provisions of TxDOT Item 672, “Raised Pavement Markings”, shall apply.

BID ITEM NO. 3.20 – White Thermo RR XING (125 mil thickness)

The provisions of TxDOT Item 668, “Prefabricated pavement markings”, shall apply.

BID ITEM NO. 3.21 – Pavement Sealer (RR XING)

The provisions of TxDOT Item 678, “Pavement Surface Preparation for Markings”, shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of reflectorized pavement markings, details, and general notes.
- B. Measurement for this bid item shall be per each (words or arrows) or linear foot (striping).
- C. Payment for this bid item shall be paid for at the unit price bid for “Pavement Sealer” of the type specified.

BID ITEM NO. 3.22 – White R.P.M. Type I-C

The provisions of TxDOT Item 672, “Raised Pavement Markings”, shall apply.

BID ITEM NO. 3.23 – Small Aluminum Road Sign

- A. This item includes all labor, equipment, materials and incidentals required to provide "Small Aluminum Road Signs" in accordance with plans and specifications.
- B. Measurement for this bid item shall be per each.
- C. Payment for this bid item shall be paid for at the unit price bid for each sign, complete in place.

SECTION PS

PROJECT SIGN

PROJECT SIGN

1. Quantity

Three (3) Project Designation signs will be constructed and installed on the project site as directed by the Owner. It will be the responsibility of the Contractor to maintain the sign in a presentable condition at all times during construction. Maintenance will include painting and repairs as directed by the City Engineer or his appointee. The locations of the signs will be given to the Contractor by the Town of Addison at the Pre-Construction Conference.

2. Material

Sign shall be constructed of ¾-inch thick smooth finish fir plywood (Grade A-C, exterior or better).

Sign will be securely mounted to 6" x 6" square posts. Nuts and bolts will not protrude from face of sign. Posts will be mounted to a support system that will provide adequate stabilization to ensure the sign will not fall over in heavy winds. Sand bags or other techniques may be necessary to protect sign.

3. Dimensions

Size of sign will be four feet tall and six feet wide. The height and arrangement of the lettering shall be in accordance with the attached detail.

4. Paint

Sign will be one-sided and will have a white background. Text will be black, except for the Town logo which will be a blue color approved by the City Engineer. The paint will be an outdoor paint and will be maintained throughout the project in proper order. The quality of the paint, painting, and lettering on the signs shall be approved by the City Engineer or his appointee.

5. Payment

Project Signs will be a separate pay item. This will include all labor, equipment, tools, and incidentals necessary to complete and install the work.

The Town of



**PLEASE PARDON THE TEMPORARY
INCONVENIENCE DURING THIS PROJECT**

BELT LINE ROAD OVERLAY PROJECT

CONTRACTOR: _____

ESTIMATED COMPLETION DATE: XXX

AN ADDISON PROJECT

FOR MORE INFORMATION, PLEASE CALL (972) 450-2871

SECTION TS

TECHNICAL SPECIFICATIONS

00-45-16	STATEMENT OF EXPERIENCE
32 80 00	TOWN OF ADDISON LANDSCAPE IRRIGATION
32 91 19	LANDSCAPE GRADING
32 92 23	SODDING

Reference Specifications (from Town of Addison):
WATER SYSTEM REQUIREMENTS
WASTEWATER SYSTEM REQUIREMENTS
TRAFFIC SIGNAL REQUIREMENTS

Reference Specifications (from TxDOT):

Item 104 – Removing Concrete
Item 341 – Dense-Graded Hot Mix Asphalt
Item 354 – Planing and Texturing Pavement
Item 360 – Concrete Pavement
Item 531 – Sidewalks
Item 624 – Ground Boxes
Item 668 – Prefabricated Pavement Markings
Item 672 – Raised Pavement Markings
Item 678 – Pavement Surface Preparation for Markings
Item 687 – Pedestal Pole Assemblies

00 45 16 STATEMENT OF EXPERIENCE

REQUIREMENT TO PROVIDE A STATEMENT OF EXPERIENCE

- 1.01 To be considered a responsive Bidder, the three lowest Bidders must complete and submit the Statement of Experience within 5 days after the date Bids are due to demonstrate the Bidders' responsibility and ability to meet the minimum requirements complete the Work. Failure to submit the required information in the Statement of Experience may result in the Owner considering the Bid non-responsive and result in rejection of the Bid by the Owner. The Bid Security of the Bidder will be forfeited if Bidder fails to deliver the Statement of Experience in an attempt to be released from its Bid. Bidders may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the Statement of Experience.
- 1.02 Bidders must provide the information requested in this Statement of Experience using the forms attached to this Section. A copy of these forms can be provided in Microsoft Word to assist with the preparation of the Statement of Experience. Information in these forms must be provided completely and in detail. Information that cannot be totally incorporated in the form may be included in an attachment to the form. The attachment must include only the information that responds to the question or item number to which the attachment information applies.

EXPERIENCE REQUIREMENTS

- 1.03 The Bidder agrees that, in addition to determining the apparent low Bid, the Owner will consider the responsiveness of the Bids and the responsibility of the Bidders in awarding a Contract for this Project. Information that indicates the Bidder or a Subcontractor is not responsible or that might negatively impact a Bidder's ability to complete the Work within the Contract Time and for the Contract Price may result in the Owner rejecting the Bid.
- 1.04 If none of the three apparent low Bidders are deemed responsible, the Owner may notify the next apparent low Bidders in order, who will then be required to submit the Statement of Experience for review, until a Contract is awarded or all Bids have been rejected.
- 1.05 The Bidder is responsible for the accuracy and completeness of all of the information provided by the Bidder or a proposed Subcontractor in response to this Statement of Experience.
- 1.06 Provide general information about the organization as required in Table 1. Describe the organizational structure of the Bidder's organization as it relates to this Project in Table 2.
- 1.07 Provide information on the experience of proposed key personnel.
 - A. Provide information on the key personnel that will be actively working on this Project in Tables 3. Key personnel include the Project Manager, Project Superintendent, Safety Manager, and Quality Control Manager. If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role, and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely

to this Project, indicate how that individual's time is to be divided between this Project and other assignments.

- B. The Bidder may provide information on an alternate individual if the Bidder is not able to commit to one individual for the Project at the time the Bid is submitted. Qualifications of these individuals will be considered in determining whether the experience of the Bidder meets the minimum requirements. The Bidder must provide the services of the proposed key personnel for the life of the Project as a condition of qualification. Failure to provide the proposed Key Personnel may result in the disqualification of the Bidder and may void the award of the Contract.
 - C. Provide biographical information for each primary and alternate candidate as an attachment that includes: technical experience, managerial experience, education and formal training, and a work history which describes project experience, including the roles and responsibilities for each assignment. Additional information demonstrating experience that meets the minimum requirements in this Statement of Experience should also be included. Bidders are to include a list of the current project assignments for each of the individuals proposed, the anticipated completion date for this assignment, and the percentage of the time they will have available to devote to this Project to demonstrate their availability for this project.
 - D. The Project Manager and Project Superintendent must have at least 5 years' recent and successful experience in the management and oversight of projects of a similar size and complexity to this Project. This experience must include scheduling of manpower and materials, safety, coordination of Subcontractors, experience with the submittal process, Federal and State wage rate requirements, and contract close-out procedures. The Project Superintendent is to be present at the Site at all times that Work is being performed.
- 1.08 Provide information on the project experience and past performance of the organization and Key Personnel.
- A. Provide a list of projects currently under construction and projects completed by the Bidder in the last 5 years. Highlight the project information that demonstrates the experience of Bidder with similar projects and the experience of proposed Key Personnel. Experience must include the satisfactory completion of at least three similar projects within the last 5 years for the Bidder's organization and for proposed Key Personnel that are equal to or greater in size and magnitude than the current Project. Contractor must demonstrate successful experience for duct bank construction directly related with work for power and communication utilities such as ONCOR, AT&T, TWC, etc. and with similar conditions for work on arterials with high volume traffic.
 - B. In determining the responsibility of the Bidder, the Owner will consider the Bidder's past projects and any substandard quality of workmanship on completed projects. The Owner will consider whether the Bidder's past project experience shows substandard quality of workmanship, issues related to a substandard appearance of the completed work, the amount of warranty or rework required, problems with durability and maintainability of the completed project, and problems with the lack of quality of documentation provided. In addition to the work produced, the Owner may consider

issues related to the quality of construction practices, responsiveness to the owner's needs during construction, an inability to work in the spirit of partnering, and any non-responsiveness of the Bidder to make warranty corrections. Information to make this determination will come from Owner's interviews with references provided for this project. By listing reference contact information in this Statement of Experience, Bidder indicates its approval for contact the individuals listed as a reference.

- 1.09 The Owner will consider any percentages in excess of 15 percent of change orders for projects as an indicator of ability to complete Projects within the Contract Price. Provide a tabulation of budget performance on all projects completed by the Bidder within the last 5 years on Table 8 to demonstrate the ability of the Bidder to complete projects for the Contract Price. Lines may be added beneath project change order breakdowns to add explanatory comments.
- 1.10 Provide information to demonstrate the ability of the Bidder to complete projects on time. Bidders are to provide a tabulation of all projects completed by the Organization within the last 5 years on Table 9 to demonstrate performance in completing projects on time. Comments may be added to the tabulations to indicate the reasons for amending completion dates.

STATEMENT OF EXPERIENCE REQUIREMENTS

- 1.11 Provide one printed copy of the Statement of Experience.
- 1.12 Provide a digital copy of the Statement of Experience in Portable Document Format (PDF) on a CD, portable drive, or other digital recording device. This digital copy is to include all information required to evaluate the Bid and should match the content of the printed copy of the Bid. When creating the digital copy:
 - A. Create PDF documents from native format files.
 - B. Rotate pages so that the top of the document appears at the top of the file when opened in PDF viewing software.
 - C. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the original documents. Documents are to be scalable to allow printing on standard 8-1/2 x 11.
 - D. Submit color PDF documents if color is used in the printed version of the documents.

Table 1 – Organization Information

Organization doing business			
Business Address of Principal Office			
Telephone		Website	
Form of Business (check one)		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual	
If a Corporation			
State of Incorporation		Date of	
Chief Executive Officer's		President's Name	
Vice President's Name(s)			
Secretary's Name		Treasurer's Name	
If a Partnership			
Date of		Form of Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	
If an Individual			
Name			
Ownership of Organization			
List of companies, firms, or organizations that own any part of the organization.			
Names of Companies, Firms, or Organizations			Percent
Organization History			
List of names that this organization currently, has, or anticipates operating under including the names of related companies presently doing business.			
Names of Organizations		From Date	To Date
Indicators of Organization Size			
Average number of current full-time employees			
Average estimate of revenue for the current year			

Table 1 – Organization Information

Surety	
Name of Surety	
Surety is a corporation organized and existing under the laws of the state of	
Is surety authorized to provide surety bonds in the State of Texas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business)	
Physical Address(principal place of business)	
Telephone (Main)	
Telephone (for Notice of Claim)	
Local Agent for Surety	
Address for Local Agent	
Telephone for Local Agent	
Insurance	
Name of Insurance Provider	
Provider is a corporation organized and existing under the laws of the state of	
Is Provider licensed or authorized to issue insurance policies in the State of Texas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Provider have an A.M. Best Rating of A-VIII or Better?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business)	
Physical Address(principal place of business)	
Telephone (Main)	
Telephone (for Notice of Claim)	
Local Agent for Provider	
Address for Local Agent	
Telephone for Local Agent	
Financial Summary Information	
Date of Bidder's most current financial statement	
Date of Bidder's most current audited financial statement	
Financial indicators from the most current financial statement:	
Bidder's Current Ratio (Current Assets / Current Liabilities)	
Bidder's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) / Current Liabilities))	

Table 1 – Organization Information

Organization doing business										
Previous History										
List projects that have been completed over the last 5 years. If more than 5 projects, list only the most recent.										
Project Name										Year
1										
2										
3										
4										
5										
Construction Site Safety Experience										
Provide Bidders Experience Modification Ratio (EMR) History for the last 3 years. Provide documentation of the EMR.										
Year		EMR		Year		EMR		Year		EMR
Previous Bidding and Construction Experience										
Has Bidder or a predecessor organization ever been disqualification as a bidder within the last 5 years? List Projects below and provide full details in a separate attachment if yes.										
Has Bidder or a predecessor organization been released from a bid or proposal in the past five years? List Projects below and provide full details in a separate attachment if yes.										
Has Bidder or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it? List Projects below and provide full details in a separate attachment if yes.										
Has Bidder or a predecessor organization been involved in claims or litigation involving project owners within the last 5 years? List Projects below and provide full details in a separate										
Have liens or claims for outstanding unpaid invoices been filed against the Bidder for services or materials on any projects begun within the preceding 2 years. Specify the name and address of the party holding the lien or making the claim, the amount and basis for the lien or claim, and an explanation of why the lien has not been released or that the claim has not been paid if yes.										

Table 2 – Project Information

Organization doing business as:											
Proposed Project Organization											
Provide a brief description of the organizational structure proposed for this project indicating the names and functional roles of proposed key personnel and alternates.											
Division of work between Bidder and Proposed Subcontractor and Suppliers											
Provide a list of Work to be self-performed by the Bidder and the Work contracted to Subcontractors and Suppliers for more than 25 percent of the Work (based on estimated subcontract or purchase order amounts and the Contract Price).											
Description of Work				Name of Entity Performing the Work				Estimated Percentage of Contract Price			
Subcontractor Construction Site Safety Experience											
Provide Experience Modification Ratio (EMR) History for the last 3 years for Subcontractors that will provide Work valued at 25% or more of the Contract Price. Provide documentation of the EMR.											
Subcontractor											
Year		EMR		Year		EMR		Year		EMR	
Subcontractor											
Year		EMR		Year		EMR		Year		EMR	

Table 3 – Proposed Key Personnel

Organization doing business			
Primary Project Manager			
Name of individual			
Years of experience as Project Manager			
Years of experience with this organization			
Number of similar projects as Project			
Number of similar projects in other			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on		Role on	
Proposed Superintendent			
Name of individual			
Years of experience as Project Manager			
Years of experience with this organization			
Number of similar projects as Project			
Number of similar projects in other			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role		Role	

Table 3. Proposed Key Personnel (continued)

Organization doing business			
Proposed Project Safety Manager			
Name of individual			
Years of experience as Project			
Years of experience with this organization			
Number of similar projects as			
Number of similar projects in other			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on		Role on	
Proposed Project Quality Control Manager			
Name of individual			
Years of experience as Project			
Years of experience with this organization			
Number of similar projects as			
Number of similar projects in other			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role		Role	

CERTIFICATION

By submitting this Statement of Experience and related information; Bidder certifies that it has read this Statement of Experience and that Bidder’s responses are true and correct and contain no material misrepresentations; and that the individual signing below is authorized to make this certification on behalf of the Bidder’s organization. The individual signing this certification shall attach evidence of individual’s authority to bind the organization to an agreement.

Bidder: _____
(typed or printed)

By: _____
(individual’s signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Designated Representative:
Name: _____

Title: _____

Address: _____

Telephone No.: _____ Email: _____

END OF SECTION

SECTION 32 80 00

TOWN OF ADDISON LANDSCAPE IRRIGATION SPECIFICATIONS

Revised 11/14/11

These revised specifications supersede any and all others. However, any discrepancies between the approved construction plans and those of the Town **MUST** be brought to the attention of the Town's designated representative for a final determination. The contractor will present the Town's representative an as-built plan at the final walk-through, along with three Bucker VO75 quick coupling keys with hose-end swivels.

1. All work is to be accomplished by or directly supervised at all times by an on-site Irrigator licensed by the State of Texas.
 2. The contractor shall verify the water pressure before the installation begins. If the static pressure is different than that of the design pressure, contact the designer and Town's representative immediately so changes can be made. Send a fax to the Parks dept. at 972-450-2834 with the current dated and timed static pressure reading. Design head to head with no single head coverage. Use appropriate size nozzles for a given landscape area so as not to spray onto or over paved surfaces or structures. Do not exceed manufacturer's recommendations.
 3. The irrigation installer is responsible for resetting head and/or box height due to settling and after turf, groundcover, shrubs, trees, and mulch is added to the landscape areas. The irrigation contractor must supply a workmanship warranty for
(1) year from date of acceptance.
1. Plans are diagrammatic and field adjustments are often necessary. For this reason, prior to trenching, valve locations and head layout with flags needs to be done and approved by the Town's irrigation inspector. Not doing so may result in the relocation of heads and/or valves at the irrigation contractor's expense.
 2. **Water Taps:** Water taps will be 2" in size. **Note:** This does not imply that a 2" meter will be used; see Water Meters below. All parts must conform to the Town of Addison Water Department specifications and are the responsibility of the irrigation contractor to provide. Inspection of taps by the Water Department Representative must occur. Excavation and tap permits are required. Contact the Town of Addison Water Department at (972) 450-2871.
 3. **Water Meters:** Only meter types approved by the Town of Addison Water Department with an electronic encoder register and touch pad reader and two (2) brass flanges are acceptable. Meter lay lengths must be in accordance with the Town of Addison Water Department's specifications, housed in appropriate size (to be determined by the Town's Irrigation Inspector) concrete box with lid. New stainless steel bolts and nuts must be used in the installation along with new neoprene gaskets. The box should be level with the final grade using concrete pavers to support and prevent sinking. Backfill inside the box, 3" below meter base with at least 6" of fine (1/2") pea gravel. Connection to main must be approved and inspected by the Town's Water Department Inspector and all tap materials are to be purchased at the expense of the contractor and must comply with the Town of Addison's specifications.

Note: Meter size shall not exceed 1 ½" in size unless written approval is given by the Town of Addison Parks Department. All portions of this installation must adhere to the Town of Addison Water Department specifications as well.

1. **Backflow Devices:** Only Watts 007 M series or Febco 850 series inline check valve assemblies with the stainless steel ball valve handles and nuts are to be used. Irrigation contractor shall provide and install plugs for the test cocks in accordance to the Town of Addison Water Department specifications. Connect the device to the water meter via a separate brass flange, neoprene gasket and stainless steel nuts and bolts. Install to the flange a Teflon taped copper nipple and soldered copper pipe of sufficient length to center the DCA within its housing. The device will be housed in an appropriate size, (to be determined by the Town's Irrigation Inspector) rectangular concrete box with lid using concrete pavers for proper stability and height adjustment. The irrigation contractor shall be responsible for the DCA testing in accordance with State of Texas law, using a Licensed Backflow Assembly Tester registered with the Town of Addison Water Department. Copies of the results must to given to both the Town of Addison Parks and Water Departments. **Note:** All portions of this installation must adhere to the Town of Addison Water Department specifications as well.
2. **Sleeves:** All paving must have Town approved sleeve sizes and quantities present. It is the responsibility of the irrigation contractor to notify the Town's Irrigation Inspector of any area where sleeves should be present but are not and provide such materials at his cost. Any paving installed without sleeves will necessitate a bore and subsequent materials at the irrigation contractor's expense. All sleeves 2" and smaller will be Schedule 40 PVC with size and location noted on the plan. Larger sizes will be Class 200. All piping underneath paving, including sidewalks, must be sleeved. All sleeves are to be belled end PVC pipe. A minimum length of 12 inches of sleeve material must extend beyond the pavement.
3. **Glue and Primer:** Use Turftite brand glue and a good quality purple primer on all PVC pipe and fittings. Avoid excessive use and wipe excess glue off of all joints and fittings with a clean rag.
4. **Pipe:** All main line pipe 2 inches and smaller is to be Schedule 40 belled PVC; larger sizes are to be Class 200 belled PVC with a minimum depth of 14" and a maximum depth of 16". Put not more than two (2) pipes in any one trench and separate the main line from the lateral line with at least two (2) inch of cover. Class 200 belled PVC lateral piping is to be used with a minimum depth of 12" and a maximum depth of 14".
5. **Fittings:** No crosses are permitted. Separate tees, 45's, elbows and other fittings by at least 12 inches. Reduction tees are preferred over use of single reducer bushings. Multiple reducer bushings will not be accepted. Only Spears and/or Lasco fittings are permitted. Allow 18 inches outside of sleeve before the first fitting. No 45 degree elbows on 1 inch and larger pipe are allowed.
6. **Valves:**
 - A. Master Valves:** Every point of connection to the water supply system shall have an Irritrol 200 B series valve as the Master Valve, housed in a standard (large) Armor rectangular plastic valve box with 4-6 inches of (1/2") washed pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. The pea gravel must be 2 inches from

the bottom of the valve body. A minimum of 3" of valve box must extend below bottom of valve. If necessary, use valve box extensions. Use a good quality filter fabric to close off any openings between the valve box and PVC pipe. Use concrete pavers or bricks placed under edges of valve box for stability. Note: Valve box must not rest on pipe. A Blue wire shall be used as the station wire for the Master Valve.

B. Station Valves: Only Irritrol 200 B series valves are permitted. A Ball Valve will be installed before every station or zone valve. They are to be located within standard (large) Armor rectangular plastic valve boxes with 4-6 inches of ½" washed pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. The pea gravel must be 2 inches from the bottom of the valve body. A minimum of 3" of valve box must extend below bottom of valve. If necessary, use valve box extensions. Use a good quality filter fabric to close off any openings between the valve box and PVC pipe. Use concrete pavers or bricks placed under edges of valve box for stability. Note: Valve box must not rest on pipe.

C. Ball Valves: Female threaded plastic Spears or Lasco ball valves with positive T-handle cut off must be installed on every 200 feet of mainline for isolation purposes. A ball valve is also required to be installed before every station valves. Use 10" Armor valve box with a minimum of 3" extending below bottom of valve and fill to bottom of valve with a minimum of 4-6" of ½" washed pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. A minimum of 3" of valve box must extend below bottom of valve. If necessary, use valve box extensions. Use concrete pavers or bricks placed under edges of valve box for stability. Note: Valve box must not rest on pipe.

D. Quick Coupler Valves: Use only Buckner V075 single lug ¾" quick coupling valves with a metal top. They are to be connected to a threaded fitting. Teflon tape and appropriate length of gray schedule 80 nipples and schedule 40 fittings are to be used for the swing joint. Secure to 18 inch long by ½ inch thick steel rebar with a stainless steel worm screw clamp. House QCV in a 10 inch round plastic Armor valve box. Install Spears ball valve prior to each QCV. Bricks or pavers need to be installed under edges of valve boxes for stability. Backfill bottom of box with ½" washed pea gravel half way up body of valve. Note: Valve box must not rest on pipe.

E. Flowmeters: Purchase from a Rain Master supplier and install appropriately sized Data Industrial flowmeter. Follow all installation instructions as approved by Rain Master. House in a standard (large) Armor rectangular plastic valve box with 4-6 inches of ½" washed pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. Use concrete pavers or bricks placed under edges of valve box for stability. Note: Valve box must not rest on pipe. The irrigation contractor must also purchase from Rain Master and install shielded Rain Master EV-Cab-Sen flow meter cable and install within continuous ¾" or larger gray PVC conduit with 6 inch or larger J-boxes placed every 200 feet or where 360 degrees of fittings are installed; only sweep fittings are permitted. Only a continuous run of cable is allowed; no splices will be allowed except at the point of connection to the flow meter. Connections at the flow meter must first be soldered and then water proofed within a 3-M DBY connector. Note:

Certain Rain Master requirements must also be met regarding installation order and distances of separation between DCA, flow meter, master valve and the first fitting. It is the responsibility of the irrigation contractor to adhere to these requirements. At final walk through, proper operation of the flow meter at the Rain Master controller must be demonstrated by the irrigation contractor.

13. Heads: All heads shall be installed using polyethylene green nipples ($\frac{3}{4}$ "x6" for rotors and $\frac{1}{2}$ "x6" for pop-ups) screwed into threaded fittings unless noted otherwise. No swing joints on 4" pop-ups or rotors will be allowed. Note: In certain circumstances the Town of Addison may approve the use of 'funny pipe' in the installation of pop-up heads. The Town Inspector reserves the right to determine if and when 'funny pipe' will be allowed. When authorized, use Toro pipe with Toro barb fittings, and provide a minimum of 24" of 'funny pipe' between the threaded fitting and the head.

A. Pop-ups – Only Rainbird 1800 series are permitted. Install $\frac{3}{4}$ inch above the finished grade.

a. 4 inch pop-ups: turf, for tree bubblers within turf areas use Hunter PCN 10 bubbler nozzles on spray heads.

b. 6 inch pop-ups with no side inlet: very low ground cover (less than 6 inches at mature height).

c. 12 inch pop-ups with side inlet: Ground cover and low growing shrubs. The ground cover and shrubs should not be more than 12" at maturity. The Town Inspector reserves the right to determine if and when side inlets installed using 'funny pipe' verses the bottom inlet will be allowed.

B. Nozzles: Only Rainbird nozzles shall be acceptable unless otherwise noted in these specifications.

C. Bubblers -Use $\frac{1}{2}$ " Schedule 80 risers with shrub adapter and Hunter PCN 10, 1 gpm, bubbler nozzles for all tree wells with tree grates. Risers shall be a minimum of 2" below bottom of tree grates with nozzle 2" above mulch. Use

(2) bubblers 180-degree opposed.

D. Rotors -Only Hunter PGP series are permitted, unless otherwise specified by the Town of Addison. Install $\frac{3}{4}$ " above finished grade.

1. **Drip:** Use Netafim products only. Use 0.6 gph pressure compensated self flushing dripper tubing with 12" emitter spacing. Install appropriate pressure reducer and filter in one standard rectangular plastic valve box and a ball valve (see Section 12 C) and station valve (see Section 12 B) in another standard rectangular plastic valve box. Use 17 mm Netafim barbed fittings. Secure tubing to the ground every 3' or less with heavy duty jute netting pins. Use air relief valves housed in 10" round valve boxes. Use Netafim indicator flags. Adhere to all Netafim design and installation specifications.

2. **Risers:** Use Sch 80 PVC with Weathermatic LXS Series shrub head adapters with a $\frac{1}{2}$ "x6" green poly cut-off nipple screwed into the threaded fitting in the ground.

The irrigation inspector reserves the right to determine placement of risers versus pop-ups.

- 16. Wiring:** All wires will be 14 gauge UF. Station wires will be red. Common wires will be white. Master valve wire will be blue. Anytime the wiring changes direction, such as at an elbow or a tee, allow a loop of at least 12 inches alongside the fitting at that location. Only continuous wire runs are permissible. Wire should follow the main line where possible and lay along a single side not crossing over lateral lines. Wire is to be placed under mainline with 2" of dirt between wire and pipe.
- 17. Wire Connectors:** Use only DBY connectors for all field wire splices other than at the valves themselves. Allow at least 36 inches of pigtailed wire at each splice. Use King One Step tan colored connectors for all valve splices. All valve box splices are to be housed in standard (large) Armor rectangular plastic valve boxes. All field splices are to be in 10 inch round Ametek plastic valve boxes or standard, large rectangular Ametek plastic valve boxes at the discretion of the Town's representative.
- 18. Backfilling:** Prior to any backfilling of trenches, an inspection by the Town's irrigation representative must take place and any necessary changes implemented; otherwise manual excavation to enable proper inspection will be necessary. Use clean and approved topsoil to backfill all pipe to a depth. All heads and boxes are to be backfilled to grade with clean topsoil. No rocks greater than 1 inch are allowed. Compact trenches to alleviate settling. Minimal depth of coverage is 12 inches.
- 19.** Valve sequencing must be performed by the contractor and in an order approved by the Town Irrigation Inspector. At least 12 inches of extra station wiring within the bottom of the pedestal is necessary for each zone and must be of neat and orderly appearance.
- 20.** Any deficiencies in coverage noted by the Town's irrigation inspector will be rectified at the cost of the contractor.
- 21. Controller:** A Town irrigation representative will determine the type of controller to be used. All controllers shall have a concrete pad of 36"x36"x6". Pad will be set at 3" above final grade. Install the controller after the concrete pad is completely cured (two days). Use only appropriately sized stainless steel bolts, washers and nuts to secure the controller to the concrete pad. All wiring is to enter the pedestal via appropriately sized PVC sweep elbows extending at least 1" thru and 6" out from under the pad. Control/master valve wiring, flow meter wiring and 120-V service wiring are to be separated with each having its own access elbow. An additional spare ¾" sweep elbow for phone service is to be installed as well. All national and local codes must be followed during the installation.
 - A. A/C controller** -Only appropriately sized Weathematic SL-1600 SmartLine controllers installed with a stainless steel SLPED-ENC cabinet on a stainless steel SLPED-1600 pedestal will be acceptable. A Weathermatic SLW-10 weather station will need to be professionally installed on a 2" galvanized pole securely cemented a minimum of 36" into the ground and placed where it can operate properly and hardwired to the controller. All non-Rain Master controllers must be permanently wired for quick attachment to a Rain Master remote control unit.
 - B. Battery and/or Solar Operated Controllers** -Only LEIT controllers will be acceptable. Install rain or freeze sensors on these controllers with SKIT8821-4 installation kit. Install on galvanized thick wall poles and set controller panel to height above finished grade to be determined by Town's representative.
 - C. Rain Master:** Only an approved size stainless steel Rain Master Evolution DX-2 controller with a Stainless Steel Pedestal and Heavy Duty Lightning/Surge Protection is permitted. The controller must include all necessary hardware to ensure reliable communication and operation with the Town's central control located at 16801 Westgrove. Installation must include the following Rain Master hardware, purchased only from a certified Rain Master supplier: DX-FLOW sensor board, DX-PH phone communication option, Data Industrial flow meter (same size as the mainline), and

shielded EV-CABSEN (see section '12. Valves:', subsection 'E. Flowmeters' above for specifics to this installation) flow meter cable. It is the irrigation contractor's responsibility to entail the cost of and work in conjunction with the Town of Addison Parks Department and AT&T Telephone to establish a dedicated phone service and install an interface within the pedestal at each controller location. The contractor is responsible for installing AT&T approved direct burial rated phone cable within 1" Schedule 40 gray PVC conduit, fittings, and sweep elbows from the location of the phone service and into the controller cabinet. The entire installation must conform to Rain Master specifications and be approved by the Town's irrigation inspector prior to and be inspected during installation. Such specifications will include Rain Master approved grounding and pad configurations and distances of separation from water meter to DCA to master valve to flow meter and the first fitting. A functional Mini-click freeze and rain sensor with a Hunter bypass switch must be installed in an approved location and by an approved method. For technical questions, part numbers and pricing of any Rain Master equipment, contact Ray Schramm of John Deere GreenTech at (214) 347-3628.

22. Communication is the key. **If you are unsure, CALL** Ron Lee, the Operations Manager of the Addison Parks Department: Office (972) 450-2863/Cell (972) 6721817.

SECTION 32 91 19

LANDSCAPE GRADING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Filling, backfilling, and compacting for footings, slabs-on-grade, paving, and site structures.
- B. Backfilling and compacting for utilities outside the building to utility main connections.
- C. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.2 RELATED SECTIONS

- A. Section 32 93 00 – Landscape Planting.

1.3 REFERENCES

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2001.
- B. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2001.
- C. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2000a.
- D. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2000.
- E. ASTM D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2002.
- F. ASTM D 2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 1994(R 2001).
- G. ASTM D 2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2000.
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2001.
- I. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth); 2001.

1.4 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Will be left 6 inches below finish grade elevations in lawn and seeded areas, as indicated on drawings; and 6 inches below finish grade in planting areas, as indicated on drawings, unless otherwise indicated.

1.5 SUBMITTALS

- A. See Division 01 - Administrative Requirements, for submittal procedures.
- B. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- C. Compaction Density Test Reports.

1.6 PROJECT CONDITIONS

- A. Provide sufficient quantities of fill to meet project schedule and requirements. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where indicated.
 - 1 Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2 Prevent contamination.
 - 3 Protect stockpiles from erosion and deterioration of materials.
- C. Verify that survey bench marks and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. General Fill: Subsoil excavated on-site (Provide borrow soil materials when sufficient satisfactory soils materials are not available from excavations).
 - 1 Graded.
 - 2 Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
 - 3 Conforming to ASTM D 2487 Group Symbol CL.
- B. Granular Fill: Coarse aggregate, conforming to State of Texas Highway Department standard.
- C. Sand: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.
 - 1. Grade in accordance with ASTM D 2487 Group Symbol SW.
- D. Topsoil: Dark brown friable loamy topsoil, screened to remove rocks, clay lumps, clods, vegetative material.

2.2 ACCESSORIES

- A. Geotextile Fabric: Non-biodegradable, woven.
- B. Vapor Retarder: 10 mil thick, polyethylene.

2.3 SOURCE QUALITY CONTROL

- A. See Division 01 - Quality Assurance, for general requirements for testing and analysis of soil material.
- B. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.
- C. If tests indicate materials do not meet specified requirements, change material and retest.
- D. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- C. Verify structural ability of unsupported walls to support imposed loads by the fill.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by Work.

- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as direct by Landscape Architect.
- E. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.
- F. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- G. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- H. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.3 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.4 FILLING

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1 Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - 2 Surveying locations of underground utilities and record documents.
 - 3 Inspecting and testing underground utilities.
 - 4 Removing trash and debris.
 - 5 Removing vegetation, topsoil, unsatisfactory soil materials, obstructions, and deleterious materials.
 - 6 Removing concrete formwork.
 - 7 Removing temporary shoring and bracing and sheeting.
 - 8 Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Fill to contours and elevations indicated using unfrozen materials.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- H. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.

I. Correct areas that are over-excavated.

- 1 Load-bearing foundation surfaces: Use structural fill, flush to required elevation, compacted to 100 percent of maximum dry density.
- 2 Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.

J. Compaction Density Unless Otherwise Specified or Indicated:

- 1 Under paving, slabs-on-grade, and similar construction: 95 percent of maximum dry density.

K. Reshape and re-compact fills subjected to vehicular traffic.

3.5 FILL AT SPECIFIC LOCATIONS

A. Use general fill unless otherwise specified or indicated.

B. At Foundation Walls and Footings:

- 1 Use Structural Fill.
- 2 Fill up to subgrade elevation.
- 3 Compact each lift to 95 percent of maximum dry density.
- 4 Do not backfill against unsupported foundation walls.
- 5 Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

C. Over Subdrainage Piping at Foundation Perimeter and Under Slabs:

- 1 Cover drainage fill with general fill.
- 2 Fill up to subgrade elevation.
- 3 Compact to 95 percent of maximum dry density.

D. Over Buried Utility Piping and Conduits in Trenches:

- 1 Bedding: Use granular fill.
- 2 Cover with general fill.
- 3 Fill up to subgrade elevation.
- 4 Compact in maximum 8 inch lifts to 95 percent of maximum dry density.

E. At Lawn Areas:

- 1 Use general fill.
- 2 Fill up to subgrade elevations.
- 3 Compact to 85 percent of maximum dry density.
- 4 See Section 32 93 00 – Landscape Planting for topsoil placement.

F. At Planting Areas Other Than Lawns:

- 1 Use general fill.
- 2 Fill up to subgrade elevations.
- 3 Compact to 85 percent of maximum dry density.
- 4 See Section 32 93 00 – Landscape Planting for topsoil placement.

3.6 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
- Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight

3.7 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
- 1 Under structures, foundations, footings, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
 - 2 Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
 - 3 Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

3.8 TOLERANCES

- A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.

3.9 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements and Section 01 45 23 – Testing and Inspection Services, for general requirements for field inspection and testing.
- B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, ASTM D2922, or ASTM D3017.
- C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D 698 ("standard Proctor"), ASTM D 1557 ("modified Proctor"), or AASHTO T 180.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- E. Proof roll compacted fill at surfaces that will be under slabs-on-grade.

3.10 CLEAN-UP

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 329223 SODDING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Sod installation.

1.2 RELATED SECTIONS

- A. Section 32 93 00 – Landscape Planting

1.3 REFERENCES

- A. TPI (SPEC) -Guideline Specifications to Turfgrass Sodding; Turfgrass Producers International; 1995.

1.4 SUBMITTALS

- A. See Division 01 -Administrative Requirements, for submittal procedures.
- B. Certification: Submit certification of grass species and location of sod source.

1.5 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Texas.
- B. Installer Qualifications: Company approved by the sod producer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

1.7 INSPECTIONS

- A. Make written request for inspection of finish grade prior to sodding.
- B. Make written request for inspection that sodding operations have been completed. Such inspection is for the purpose of establishing the Maintenance Period.
- C. Submit written requests for inspections to the Landscape Architect at least seven (7) days prior to anticipated inspection date.

1.8 WARRANTY PERIOD

- A. Time Period: Warrant that all lawns and grasses shall be in a healthy and flourishing condition of active growth six (6) months from date of Final Acceptance.

- B. Appearance During Warranty: Lawns shall be free of dead or dying patches, and all areas shall show foliage of a normal density, size and color. Complete lush cover with no brown sections or cracks showing
- C. Delays: All delays in completion of planting operations which extend the planting into more than one planting season shall extend the Warranty Period correspondingly.
- D. Exceptions: Contractor shall not be held responsible for failures due to neglect by Owner, vandalism, etc., during Warranty Period. Report such conditions in writing.
- E. Replacements: Replace, without cost to Owner, and as soon as weather conditions permit, all lawn and grasses not in a vigorous, thriving condition, as determined by Landscape Architect during and at the end of Warranty Period.
- F. Matching: Closely match all replacement sod with adjacent areas of lawn or grass. Apply all requirements of this Specification to all replacements

1.9 FINAL ACCEPTANCE

- A. Work under this Section will be accepted by Landscape Architect upon satisfactory completion of all work, but exclusive of re-application under the Guarantee Period.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Sod: TPI, Certified Turfgrass Sod quality; cultivated grass sod; type indicated in plant schedule on Drawings; with strong fibrous root system, free of stones, burned or bare spots, relatively free of thatch; free from diseases and harmful insects; containing no more than 5 grassy and/or broadleaf weeds per 1000 sq ft; . Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- B. Sod shall be rejected if found to contain the following weeds: Quackgrass, johnsongrass, poison ivy, nimbleweed, thistle, bindweed, bentgrass, perennial sorrel, bromegrass.
- C. Topsoil: As specified in Section 32 93 00 – Landscape Planting.

2.2 ACCESSORIES

- A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.
- B. Wire Mesh: Interwoven hexagonal metal wire mesh of 2 inch size.

2.3 HARVESTING SOD

- A. Machine cut sod in accordance with TPI Guidelines.
- B. Cut sod in area not exceeding 1 sq yd, with minimum 1/2 inch and maximum 1 inch topsoil base.

PART 3 EXECUTION

3.1 SOD BED PREPARATION

- A. Prepare subgrade in accordance with Section 32 93 00 – Landscape Planting.
- B. Final Grading

- 1 Stones, Weeds, Debris: Verify that all areas to receive lawns are clear of stones larger than 1-1/2 in. diameter, weeds, debris and other extraneous materials.
- 2 Grades: Verify that grades are within 1 in. plus or minus of the required finished grades. Verify that soil preparation and fertilization has been installed in another section. Report all variations in writing.
- 3 Rake areas to set exact line and final finish grade.
 - C. Rolling: Roll amended soil with 200 pound water-ballast roller.
 - D. Soil Moisture:
 - 1 Excessive Moisture: Do not commence work of this section when soil moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in air or that clods will not break readily.
 - 2 Inadequate Moisture: Apply water, as necessary, to bring soil to an optimum moisture content for planting, immediately prior to laying the sod.
 - A. Timing: Sod immediately thereafter, provided the sod-bed has remained friable.

3.2 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting. Sod over 24 hour old will be removed from the site immediately.
- C. Lay the first row of sod in a straight line, with subsequent rows parallel to and set tight with no open joints visible, and no overlapping; stagger lateral joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth.
- E. Cut sod to fit curves with a sharp knife.
- F. Place top elevation of sod 1/2 inch below adjoining edging.
- G. On berms and slopes lay sod with strips parallel to contours.
- H. On slopes four inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 1 1/2 feet on center. Drive pegs flush with soil portion of sod.
- I. Water sodded areas immediately after installation. Saturate sod to 6 inches of soil.
- J. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 200 lbs .
- K. Immediately after installation of the sod, remove sod clumps and soil, wash off any plant materials and pavements not to have sod. Keep all areas clean during the maintenance period.

3.3 CLEAN-UP

- A. General: Keep all areas of work clean, neat and orderly at all times. Keep all paved areas clean during planting operations.
- B. Debris: Clean up and remove all deleterious materials and debris from the entire work area prior to Final Acceptance.

END OF SECTION

SECTION IS

ADDITIONAL INSURANCE REQUIREMENTS

TOWN OF ADDISON, TEXAS
BELT LINE ROAD UNDERGROUND UTILITIES – PHASE 1

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON, and Halff Associates, Inc. to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON, and Halff Associates, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000 per occurrence for bodily injury and property damage	TOWN OF ADDISON, and Halff Associates, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.
4. Umbrella or Excess Liability Policy over Commercial General Liability and Automobile Liability limits of \$1 million per occurrence	Minimum \$4 million per occurrence excess \$1 million underlying per occurrence	TOWN OF ADDISON, and Halff Associates, Inc. <u>to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison and Halff Associates, Inc. as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

Railroad Protective Liability Application

Named Insured Railroad: Dallas Garland & Northeastern Railroad
Address: 13901 Sutton Park Dr., S., Ste. 175, Jacksonville, FL 32224

Name of Designated Contractor: _____
Address: _____

Contractors GL Limits: _____
Carrier: _____

Contractors Umbrella Limits: _____
Carrier: _____

Will the Contractor be holding the Railroad Harmless? Yes No

Will the Railroad be listed as an "Additional Insured" on the Contractor's CGL and Umbrella policies? Yes No

Will the Contractor's GL & Umbrella policies remove the contractual exclusion for work within 50' of a Railroad? Yes No

Railroad Protective Limits Required: yes
Per Occurrence: \$2 Million Aggregate: \$6 Million

Name & Address for Whom Work is Being Performed: _____

Description of Job: _____

Approximate Length of Job (years/months): _____

Total Cost of Job: _____ Cost of Work Within 50' of Tracks: _____

Daily Train Traffic: _____ Freight: _____ Passenger: _____

Will there be any Railroad flagmen/supervisors? Yes No

Will there be any other work performed by any railroad employees? Yes No

If yes, please describe: _____

Will there be any Railroad equipment assigned to the contractor? Yes No

If yes, please describe: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

This section to be completed by Genesee & Wyoming Railroad Services, Inc. Real Estate Dept.

Date App Packet Received _____

Regional Manager Approval _____

GIS Prefix _____

Date Approved _____

Contract Number _____

RR Code _____

Lessee Code _____

Engineering Approval _____

Date Approved _____

Fee Paid (initial) _____

Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 160, Jacksonville, FL 32224

Contractors Access/Occupancy on Railroad Property

Check box if Contractor unknown at this time (this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)

Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Name of Contractor to appear on Legal Document: _____

Applicant Mailing Address: _____

Applicant Overnight Address: _____

Applicant FEIN or Social Security Number: _____ Applicant Contact Name & Title: _____

Telephone Number: _____ Email Address: _____

Emergency Contact (in case of derailment or fallen/wire pole etc.): _____ Emergency Telephone Number: _____

- Applicant:
- Corporation
 - Partnership
 - Sole Proprietor
 - Individual
 - Municipality
 - Developer
 - Other*

*If other please explain: _____ State of Incorporation or Partnership: _____

Section 2 - Location Data

Proposed date of Installation: _____

Railroad Name: _____

Nearest City: _____ County: _____ State: _____

If Crossing Nearest Railroad
Mile Post (required):

_____ Feet from Railroad Milepost _____ N S E W

Latitude/Longitude
(Required in Digital Format)
(ex 12.3456789/-64.101112):

US
DOT/AAR
Crossing
Number
(Required):

Railroad Subdivision
(Required):

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

Yes No If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? Yes No

If YES, List Name of Lessee: _____

Describe in detail the manner and method of installation on Railroad property (REQUIRED):

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated
with a Department of
Transportation project? Yes No

If Yes, complete the following:

D.O.T. Contract Number: _____ D.O.T. Project Number: _____ D.O.T. Project Name: _____

D.O.T. Contact
Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Prior to application submittal, it is recommended that any questions concerning this application should be submitted to the Real Estate Department of Genesee & Wyoming Railroad Services, Inc. All questions or requests for information submitted by email receive a rapid response. Other requests can be made by phone (904) 900-6286, or email donna.killingsworth@gwrr.com. Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub-grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website along with a checklist to ensure plans meet all requirements.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

Insurance Requirements prior to any construction project

Facility Owner and/or their Contractor:

U.S. Roads

Current certificate of Commercial General Liability Insurance naming the Railroad and Genesee & Wyoming Inc. as additional insured in limits no less than \$2 million dollars per occurrence and \$6 million dollars in the aggregate. The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417 or its equivalent. A waiver of subrogation in favor of the railroad must also be shown as an endorsement to the policy.

A policy of Railroad Protective Liability Insurance, with minimum limits of liability of \$2 million dollars per occurrence and \$6 million aggregate shall be in place through either the applicant or their contractor. The Railroad and Genesee & Wyoming Inc. must be shown as named insured. This coverage may be purchased through the railroad for an additional fee and for your convenience an application can be found on the website at www.gwrr.com

Canadian Roads

Facility Owner and/or their Contractor:

A policy of public liability insurance in the amount no less than \$5 million dollars per occurrence and naming Railroad and Genesee & Wyoming Inc. as additional insured.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. A waiver of subrogation in favor of the railroad must also be an endorsement on the policy.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing, incomplete or inaccurate information will delay application request and may incur additional fees. Unsigned applications will be returned to the applicant for signature.

Date: _____ Signature: _____

Printed

Phone Number: _____ Name: _____

Fax Number: _____ Title: _____

Contact Email Address: _____

Please make check payable to the Railroad in question. W-9 Information available upon request.

Mail the application for proposed project, in duplicate along with the applicable non-refundable fee(s) in U.S. Funds (Canadian Applicants please pay in Canadian Funds plus HST) to:

Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Dr., S., Suite 160
Jacksonville, FL 32224

In order for the application to be complete ALL required details pertinent to the proposed installation must be completed in full and submitted along with the following fees:

	# of Copies	Amount Due	Description
<input type="checkbox"/>	2	\$1,500	Engineer review fee, plans/drawings, no larger than 11 x 17. Larger drawings may incur additional engineering fees.
<input type="checkbox"/>	2	\$1,500	Completed Contractor's Access/Occupancy Application and Fee required will ALL application submittals.

**\$3,000 All applicable fees must be submitted with application.
Applications submitted not signed, dated and without proper fees will be returned.**

Standard Application processing takes approximately 6-8 weeks. "Expedited processing" is available and will reduce the processing time to between 1-2 weeks at an additional cost of \$1,750, plans must meet engineering specifications. Incomplete application and plans not meeting engineering specifications will cause a delay in the processing of expedited applications. Current utility specifications and checklist can be found in the Real Estate section of the website at www.gwrr.com

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.