

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND LEE CONSTRUCTION AND MAINTENANCE COMPANY D/B/A LMC CORPORATION, FOR POLICE DEPARTMENT FACILITY MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$600,573.86, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and Lee Construction and Maintenance Company d/b/a LMC Corporation, for police department facility modifications in an amount not to exceed \$600,573.86, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND LEE CONSTRUCTION AND MAINTENANCE COMPANY d/b/a LMC CORPORATION FOR POLICE DEPARTMENT FACILITY MODIFICATIONS

This Agreement ("Agreement") is made and entered into this the 6th day of July, 2018 ("Effective Date"), is by and between the Town of Addison, Texas, hereinafter called ("Town"), a home rule Texas municipal corporation, and Lee Construction and Maintenance Company d/b/a LMC Corporation, a foreign corporation authorized to conduct business in the state of Texas, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to police department facility modifications ("Services"), through job order contracting, based upon a set of drawings and specifications identifying the work to be completed by a contractor which are on file with the City Secretary's office and are incorporated herein as if set forth verbatim ("Specifications"); and

WHEREAS, due to the complexity of the Services, the Town utilized The Gordian Group to assist in the development of the scope of work required to complete the Services; and

WHEREAS, through various interlocal purchasing cooperatives, the Gordian Group assisted in the identification of several possible contractors for the Town to evaluate, including the Contractor; and

WHEREAS, the Contractor, through Buy Board Contract 520-16 Job Order Contracting for Regional and Statewide, submitted a response to the work identified in the Specifications, attached hereto as **Exhibit "A"** and incorporated herein for all purposes ("Response"); and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of the Agreement shall commence upon the Effective Date and the Services described in the Agreement Documents shall be completed no later than December 31, 2018, at which time this Agreement shall terminate. This Agreement may not be renewed.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed Six Hundred Thousand, Five Hundred Seventy-Three and no/100s (\$600,573.86), according to the terms and conditions of this Agreement.

On or before the 10th day of each month, Contractor shall submit to City an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges

not in dispute shall be paid within thirty (30) days of receipt of invoice.

The Contractor agrees that the appropriate payment, performance and maintenance bonds, as required by law, shall be provided to the Town prior to the commencement of work on the Services, including executed powers of attorney. The maintenance bond shall be for a term of two (2) years following the completion of the Services as determined by the Town.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. The Specifications, on file with the City Secretary;
- c. Contractor Response to the Specifications, attached hereto as **Exhibit "A"**;
- d. Town of Addison Standard Terms and Conditions, attached hereto as **Exhibit "B,"** and incorporated herein for all purposes; and
- e. Town of Addison Insurance Requirements for Contractors, attached hereto as **Exhibit "C,"** and incorporated herein for all purposes.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that the **Specifications, Exhibit "A," Exhibit "B" or Exhibit "C"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the **Specifications**, then the provisions of **Exhibit "B"**, then the provisions of **Exhibit "C"**, and then the provisions of **Exhibit "A"** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING

DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

10. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
11. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
12. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
13. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
14. Sovereign Immunity.
The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
15. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:	Dave Wilson LMC Corporation Director of Construction North Texas Region 1100 Dallas Drive, Suite 110 Denton, Texas 76205 (214) 484- 9850 Dave.Wilson@LMCcorp.net
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If to Town, to:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

16. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
18. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
19. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
20. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, 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.

21. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

LMC CORPORATION

By: _____

Print Name: **Dave J. Wilson**

Title: **Director of Construction**

Date: **July 6, 2018**

STATE OF TEXAS

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§
§

COUNTY OF Name

BEFORE ME, the undersigned authority, on this day personally appeared Wesley S. Pierson known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the Town of Addison, Texas and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of _____, 2018.

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

STATE OF TEXAS

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§
§

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Contractor First Name Last Name known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for LMC Corporation and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 2018.



Notary Public in and for the State of Texas
My Commission Expires: 6/2/21

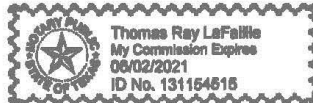


EXHIBIT "A"
Contractor Response to Specifications



Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area F - LMC	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 059102.00	Work Order Date: 08/20/2018
Work Order Title: Town of Addison - Police Court Upgrade	
Owner Name: Town of Addison	Contractor Name: LMC Corporation
Contact: Rob Bourseton	Contact: Dave Wilson
Phone: (972) 450-7091	Phone: (713) 947-2422
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area F - LMC.	
Brief Work Order Description:	
Time of Performance	Estimated Start Date: 07/23/2018 Estimated Completion Date: 10/31/2018
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$800,573.86	
Owner Purchase Order Number:	

Approvals

Owner

Date

Contractor

Date


7-6-18



Detailed Scope of Work

To: Dave Wilson
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
(713) 947-2422

From: Rob Boursstom
Town of Addison
5350 Belt Line Rd.
Addison, TX 76001
(972) 450-7061

Date Printed: June 20, 2018

Work Order Number: 069102.00

Work Order Title: Town of Addison - Police Court Upgrade

Brief Scope:

☐ Preliminary

☐ Revised

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work:

- Per Plans Dated 9/25/17
- Install Ballistic panels, doors, customer service windows, exterior window ballistic glazing. Finished per plans
- Concrete panel fence with 1 rolling gate & 1 double swing gate with motors
- Demo & install new handicap ramps & parking spaces with striping
- Stanley to install security
- Install quick drop roll up grill
- Extend wall on second floor over storefront doors & finish per plans
- Install new electric circuits to feed gate motors
- Attach to existing power for the quick drop roll up grill
- Rework landscaping & low brick wall per plans

Alternate 2 Included

Planning Information:

1. Construction to begin after issuance of PO from City of Addison and notice to proceed.
2. Work to be accomplished per established schedule.
3. Area of construction to be made available from 7:00 am – 5:00 pm, Monday through Friday.

Exclusions:

1. Taxes
2. Abatement & Abatement Survey
3. Alternate A1 – Page AS102

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of City of Addison. Further, LMC Corporation shall not be held responsible for reasonable delays

Scope of Work

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6/20/2018

Detailed Scope of Work Continues..

Work Order Number: 04810235
Work Order Title: Town of Adirondack - Police Court Upgrade

caused by such condition. Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Subject to the terms and conditions of JOC Contract 820-18 Area F - LMC.


Contractor _____ Date 7-6-18

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: June 20, 2018

Re: IQC Master Contract #: 820-19 Area F - LMC
Work Order #: 059102.00
Owner PO #:
Title: Town of Addison - Police Court Upgrade
Contractor: LMC Corporation
Proposal Value: \$600,573.88

Ballistic	\$183,183.44
Concrete	\$26,876.88
Doors	\$4,666.13
Electric	\$20,180.27
Fence	\$180,908.14
Floor	\$20,202.36
General	\$21,220.20
Landscape	\$10,636.63
Milwork	\$18,180.33
OH Door	\$10,089.31
Plumbing	\$23,438.80
Security	\$70,310.00
Signs	\$2,281.82
Toilet Aoo	\$7,618.69
Proposal Total	\$600,573.88

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 72.26%

Contractor's Price Proposal - Detail

Date: June 20, 2018

Re: IOC Master Contract #: 520-16 Area F - LMC
 Work Order #: 059102.00
 Owner PO #:
 Title: Town of Addison - Police Court Upgrade
 Contractor: LMC Corporation
 Proposal Value: \$800,673.89

Sect.	Item	Mod.	UCM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Ballistic					
7	13024	8154	Job	Aggravated Assault - Police Officer - Victim	\$140,161.40
			Quantity	Unit Price	Factor
			1.00	140,161.40	1.0000
			Factor	1.0000	Total
			Factor	1.0000	140,161.40
Subtotal for Ballistic					\$140,161.40
Concrete					
2	02 41 13 13 003		BY	4" To 6" By 12" Slab Breakup And Rebarbed Concrete Paving	\$2,816.88
			Quantity	Unit Price	Factor
			319.00	8.83	1.0000
			Factor	1.0000	Total
			Factor	1.0000	2,816.88
3	02 41 10 13 003		BF	Demolish 12" Reinforced Concrete Block Lower Wall	\$790.72
			Quantity	Unit Price	Factor
			82.00	9.64	1.0000
			Factor	1.0000	Total
			Factor	1.0000	790.72
4	02 41 10 13 003		LF	Saw Cut Concrete Slab Or Paving Up To 4" Depth	\$800.50
			Quantity	Unit Price	Factor
			348.00	2.30	1.0000
			Factor	1.0000	Total
			Factor	1.0000	800.50
5	03 11 13 00 003		BF	Continuous Footings Foundation Wood Formwork	\$8,701.80
			Quantity	Unit Price	Factor
			1,667.00	5.22	1.0000
			Factor	1.0000	Total
			Factor	1.0000	8,701.80
6	03 21 11 00 0120		LF	6" Grade 40, Slab On Grade, Steel Reinforcement Bar	\$274.56
			Quantity	Unit Price	Factor
			450.00	0.61	1.0000
			Factor	1.0000	Total
			Factor	1.0000	274.56
7	10 14 03 00 0257		EA	4 To 10 SF Sign Area, Sign Removal	\$287.69
			Quantity	Unit Price	Factor
			4.00	71.92	1.0000
			Factor	1.0000	Total
			Factor	1.0000	287.69
8	31 23 10 13 0017		CY	Load Exposed Material by Hand for Removal from Excavation for Trenching	\$4,191.00
			Quantity	Unit Price	Factor
			106.00	39.54	1.0000
			Factor	1.0000	Total
			Factor	1.0000	4,191.00
8	31 23 10 30 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	\$1,351.34
			Quantity	Unit Price	Factor
			80.00	16.77	1.0000
			Factor	1.0000	Total
			Factor	1.0000	1,351.34
10	32 13 13 33 0006		SY	6" 4,600 PSI Concrete Paving Assembly	\$3,728.13
			Quantity	Unit Price	Factor
			94.00	39.67	1.0000
			Factor	1.0000	Total
			Factor	1.0000	3,728.13
11	32 10 13 13 0018		LF	6" x 12" Concrete Gutter With 6" Curb And Fess - Straight	\$1,611.70
			Quantity	Unit Price	Factor
			94.00	17.15	1.0000
			Factor	1.0000	Total
			Factor	1.0000	1,611.70
			Quantity	Unit Price	Factor
			55.00	29.31	1.0000
			Factor	1.0000	Total
			Factor	1.0000	1,611.70

Contractor's Price Proposal - Detail

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6/20/2018

Contractor's Price Proposal - Detail Continues.

Work Order Number: 090102 00
Work Order Title: Town of Addison - Police Court Upgrade

Concrete									
19	32	18	29	00	0802	BF	4" Cast In Place Concrete Sidewalk		\$2,079.46
						Installation	Quantity 389.00	Unit Price 5.35	Total 2,079.46
13	32	17	13	19	0802	EA	5' x 12' x 8" Precast Concrete Wheel Stop		\$191.94
						Installation	Quantity 1.00	Unit Price 191.94	Total 191.94
14	32	17	23	13	0808	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas		\$243.85
						Installation	Quantity 304.00	Unit Price 0.80	Total 243.85
15	32	17	23	13	0808	LF	Painted Curb, Any Color		\$75.37
						Installation	Quantity 94.00	Unit Price 0.75	Total 75.37
Subtotal for Concrete									\$28,878.06
Doors									
16	08	71	16	00	0817	EA	Replacement Rubber Door SealersFor repair / maintenance only. This task is not to be used in conjunction with new door or frame installations.		\$8.37
						Installation	Quantity 10.00	Unit Price 0.70	Total 8.37
17	08	71	16	00	2128	EA	3' Push Bar Exit Device, Rtn Type, Narrow SideAluminum anodized finish, Von Duprin Series 3336.		\$2,171.78
						Installation	Quantity 2.00	Unit Price 837.80	Total 2,082.37
						Demolition	Quantity 2.00	Unit Price 49.90	Total 119.39
18	08	71	16	00	2244	EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)		\$801.47
						Installation	Quantity 2.00	Unit Price 322.12	Total 770.70
						Demolition	Quantity 2.00	Unit Price 12.86	Total 30.77
19	08	71	16	00	2274	EA	Entrance/Office P41 Pre-Assembled Lockset.Locked with key outside and push button inside.		\$1,550.79
						Installation	Quantity 2.00	Unit Price 637.08	Total 1,834.28
						Demolition	Quantity 2.00	Unit Price 11.08	Total 28.51
20	08	71	19	00	0151	LF	8/16" x 1/2", Silicone Single Pn, Adhesive Backed Perimeter Gasketing Weather-Strip (Permco 877)		\$122.74
						Installation	Quantity 38.00	Unit Price 2.70	Total 122.74
Subtotal for Doors									\$4,866.13
Electric									
21	28	05	13	00	0005	MLF	#4 AWG Cable, XLP, 6 KV, Placed in Conduit, Shielded, Single Copper Conductor		\$5,039.28
						Installation	Quantity 2.00	Unit Price 2,104.84	Total 5,039.28
22	28	05	29	00	0084	EA	1-1/2", One Hole Steel Conduit Strap		\$105.51
						Installation	Quantity 42.00	Unit Price 2.10	Total 105.51
23	28	05	33	13	0880	LF	1-1/2" Electrical Metallic Tubing (EMT) Conduit		\$1,882.51
						Installation	Quantity 324.00	Unit Price 4.29	Total 1,882.51
Contractor's Price Proposal - Detail									Page 2 of 12 8/20/2018

Contractor's Price Proposal - Detail Continues..

Work Order Number: 098102 00

Work Order Title: Town of Adams - Police Court Upgrades

Electric									
26	28	06	33	13	0682	EA	1-1/2" Electrical Metallic Tubing (EMT) 90 Degree Elbow		\$73.82
						Installation	Quantity	Unit Price	Total
							4.00	18.46	73.82
26	28	06	33	13	0683	EA	1-1/2" Electrical Metallic Tubing (EMT) Compression Coupling		\$816.93
						Installation	Quantity	Unit Price	Total
							26.00	31.42	816.93
26	28	06	33	13	0684	EA	1-1/2" Electrical Metallic Tubing (EMT) Non Compression Connector		\$124.81
						Installation	Quantity	Unit Price	Total
							8.00	15.60	124.81
27	28	06	33	13	1763	LF	1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial		\$901.39
						Installation	Quantity	Unit Price	Total
							384.00	2.35	901.39
28	28	06	33	13	1768	EA	1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial		\$222.03
						Installation	Quantity	Unit Price	Total
							10.00	22.20	222.03
29	28	06	33	13	1770	EA	1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 45 Degree Elbow, Direct Burial		\$130.08
						Installation	Quantity	Unit Price	Total
							8.00	16.26	130.08
30	28	06	33	00	0003	EA	#4 AWG Compression Connection, Tape Wrapped Low Voltage, To 900 Volts		\$34.31
						Installation	Quantity	Unit Price	Total
							4.00	8.58	34.31
31	28	24	18	00	0089	EA	Fused Disconnect Type, Size 4 Space Complete With Bus And Hardware		\$1,083.91
						Installation	Quantity	Unit Price	Total
							2.00	541.95	1,083.91
32	28	26	00	00	0081	EA	30 Amp Bus Duct Fusible Switch 240 Volt, 3 Phase Plug-In Fusible Switch, 3 Fuses		\$2,861.28
						Installation	Quantity	Unit Price	Total
							3.00	953.76	2,861.28
33	28	28	13	00	0038	EA	125 Amp, 250 Volt AC, 200 kAmp I.R., Blade Type, Class RK1, Time Delay Fuse		\$418.88
						Installation	Quantity	Unit Price	Total
							4.00	104.72	418.88
34	27	05	28	00	0007	EA	4" x 14" x 12", TMGB Pattern, Grounding Bus Bar		\$188.99
						Installation	Quantity	Unit Price	Total
							1.00	188.99	188.99
35	31	23	18	13	0007	CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.		\$3,774.21
						Installation	Quantity	Unit Price	Total
							70.00	53.92	3,774.21
36	31	23	18	13	0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand		\$1,228.17
						Installation	Quantity	Unit Price	Total
							82.00	15.00	1,228.17
37	31	23	18	13	0013	CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Blowers		\$247.28
						Installation	Quantity	Unit Price	Total
							78.00	3.17	247.28

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 058102 00
Work Order Title: Town of Addison - Police Court Upgrade

Electric						
38	08	05	23	13	0822	
LF	2" Riserless Electrical Boring For Horizontal Pipe, Underground					17,889.61
	Installation	Quantity	Unit Price	Factor	Total	
		164.00	8.65	1.1883	1,738.00	
Subtotal for Electric						\$20,160.17
Fence						
39	12	00	00	01	0145	
HPF	Superior Concrete Products - Addition Poles And Posts For Perimeter And					\$400,467.37
	Installation	Quantity	Unit Price	Factor	Total	
		1.00	190,000.25	1.1883	189,457.37	
40	02	31	13	00	0183	
LF	2-1/2" Dia. x 8' Height Galvanized Steel Post 7 To 10' In Length					\$150.48
	Installation	Quantity	Unit Price	Factor	Total	
		3.00	50.00	1.1883	150.48	
41	02	31	13	00	0184	
LF	1-8" Dia. x 8' Height Steel Rail 3.0002' Vert. Spacing, 12' Vert. And Horiz. Sp.					\$183.85
	Installation	Quantity	Unit Price	Factor	Total	
		0.00	3.07	1.1883	0.00	
	Demolition	Quantity	Unit Price	Factor	Total	
		240.00	0.57	1.1883	151.95	
42	02	31	13	00	0177	
LF	7 Feet High Fabric Chain Link 67 Gauge 1 1/2 Or Equal 2" Mesh					\$130.84
	Installation	Quantity	Unit Price	Factor	Total	
		3.00	8.05	1.1883	130.84	
	Demolition	Quantity	Unit Price	Factor	Total	
		80.00	1.82	1.1883	130.84	
Subtotal for Fence						\$180,808.14
Floor						
43	02	41	18	10	0010	
SF	Ready Concrete Floor					\$68.91
	Installation	Quantity	Unit Price	Factor	Total	
		480.00	0.12	1.1883	68.91	
44	06	30	13	00	0003	
SF	6" x 6" And Larger Unmounted Floor Tiles Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.					\$4,849.80
	Installation	Quantity	Unit Price	Factor	Total	
		820.00	7.31	1.1883	4,849.80	
	Demolition	Quantity	Unit Price	Factor	Total	
		330.00	0.79	1.1883	302.42	
45	06	30	13	00	0005	
SF	Less than 6" x 6" Mounted Wall Tiles Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.					\$7,206.41
	Installation	Quantity	Unit Price	Factor	Total	
		714.00	7.22	1.1883	8,167.02	
	Demolition	Quantity	Unit Price	Factor	Total	
		680.00	1.55	1.1883	1,036.39	
46	06	30	13	00	0010	
LF	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim					\$1,880.32
	Installation	Quantity	Unit Price	Factor	Total	
		164.00	8.59	1.1883	1,880.30	
	Demolition	Quantity	Unit Price	Factor	Total	
		148.00	1.12	1.1883	186.82	
47	08	31	00	00	0001	
SF	Thin Set - Latex Portland Cement Mortar					\$810.10
	Installation	Quantity	Unit Price	Factor	Total	
		620.00	0.82	1.1883	810.10	

Contractor's Price Proposal - Detail Continued..

Work Order Number: 356107.00
 Work Order Title: Town of Addison - Police Court Upgrades

Floor									
49	08	08	13	00	0022	SF	28 Clear Polished Nylon Carpet Tile		\$6,887.21
						Installation	Quantity	Unit Price	Factor
							516.00	62.00	1.1863
						Demolition	Quantity	Unit Price	Factor
							80.00	2.88	1.1863
									5,308.99
									216.22

Contractor's Price Proposal - Detail Continues..

Work Order Number: 05810230
 Work Order Title: Town of Addison - Police Court Upgrade

General									
00	00	20	00	00012	SF	3/8" Type X Fire Rated Gypsum Board			\$7,047.44
					Installation	Quantity	Unit Price	Factor	Total
						1,794.00	3.92	1.1993	1,468.79
					Demolition	Quantity	Unit Price	Factor	Total
						24.00	0.39	1.1993	74.85
00	00	20	00	00013	MOD	Per Addendum Applied Instead of CFF Addendum (Includes Bracing Unit)			\$93.02
					Installation	Quantity	Unit Price	Factor	Total
						884.00	0.00	1.1993	93.02
00	00	20	00	00025	SF	3/8" Moisture Resistant Gypsum Board			\$777.12
					Installation	Quantity	Unit Price	Factor	Total
						480.00	1.20	1.1993	886.07
					Demolition	Quantity	Unit Price	Factor	Total
						320.00	0.25	1.1993	89.05
01	00	20	00	00058	SF	Up To 10' High, Walls, Tape, Sandite And Finish Gypsum Board			\$780.47
					Installation	Quantity	Unit Price	Factor	Total
						1,894.00	0.36	1.1993	780.47
02	00	20	00	00090	MOD	For ASTM C840 Level 5 High Quality Finish, Add			\$667.48
					Installation	Quantity	Unit Price	Factor	Total
						1,894.00	0.26	1.1993	667.48
03	00	20	00	00073	LF	Casing, Galvanized Steel J-Bead For Gypsum Board			\$287.45
					Installation	Quantity	Unit Price	Factor	Total
						148.00	1.88	1.1993	287.45
04	00	01	23	00002	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work			\$718.53
					Installation	Quantity	Unit Price	Factor	Total
						1,872.00	0.32	1.1993	718.53
05	00	01	23	00002	MOD	For Orange Peel Finish, Add			\$88.58
					Installation	Quantity	Unit Price	Factor	Total
						1,872.00	0.04	1.1993	88.58
06	00	01	23	00004	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work			\$1,388.47
					Installation	Quantity	Unit Price	Factor	Total
						1,872.00	0.62	1.1993	1,388.47
07	00	01	23	00004	MOD	For Orange Peel Finish, Add			\$178.16
					Installation	Quantity	Unit Price	Factor	Total
						1,872.00	0.08	1.1993	178.16
08	00	01	23	00041	LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work			\$150.85
					Installation	Quantity	Unit Price	Factor	Total
						130.00	0.87	1.1993	150.85
09	00	01	23	00041	MOD	For Oil Based Paint, Add			\$7.78
					Installation	Quantity	Unit Price	Factor	Total
						130.00	0.05	1.1993	7.78
10	00	01	23	00046	EA	Paint Interior Metal Door, One Piece, 2 Coats Paint, Brush/Roller Work			\$388.56
					Installation	Quantity	Unit Price	Factor	Total
						8.00	41.76	1.1993	388.56
11	00	03	23	03006	SF	Stain Wood Trim, 1 Coat Stain, With Brush And Wipe Off			\$174.18
					Installation	Quantity	Unit Price	Factor	Total
						234.00	0.69	1.1993	174.18

Contractor's Price Proposal - Detail Continues.

Work Order Number: 08810230
 Work Order Title: Town of Addison - Police Court upgrade

General									
72	08	03	23	03	000C	0310	LOC	For #100 To 300, Add	\$89.27
							Installation	Quantity 250.00	
								Unit Price 0.35	
								Factor 1.1863	
								Total 83.27	
73	08	03	33	03	0006		SF	Finish Wood Trim 1 Oak Recker And 1 Oak Veneer Or Polyurethane	\$144.70
							Installation	Quantity 200.00	
								Unit Price 0.72	
								Factor 1.1863	
								Total 156.19	
74	08	03	23	03	0009	0310	LOC	For #100 To 300, Add	\$92.00
							Installation	Quantity 224.00	
								Unit Price 0.19	
								Factor 1.1863	
								Total 42.88	
Subtotal for General									\$21,220.20
Landscape									
75	02	41	10	13	0036		SF	16" Thick Reinforced Concrete Foundation Wall Demolition	\$3,736.65
							Installation	Quantity 388.00	
								Unit Price 9.63	
								Factor 1.1863	
								Total 3,736.65	
76	04	21	13	00	0006		SF	Standard Size Red Face Brick - 8" Solid Wall (12.75F With Running Bond)	\$861.68
							Installation	Quantity 36.00	
								Unit Price 20.47	
								Factor 1.1863	
								Total 861.68	
77	32	84	23	00	0004		EA	3" Pop-Up Height, Spray Sprinkler Head (Rainbird 1803P)	\$170.45
							Installation	Quantity 8.00	
								Unit Price 17.81	
								Factor 1.1863	
								Total 170.45	
78	32	84	23	00	0059		LF	3/4" Class 200 Polyvinyl Chloride (PVC) Schedule Pipe With Fittings	\$366.07
							Installation	Quantity 226.00	
								Unit Price 1.58	
								Factor 1.1863	
								Total 366.07	
79	32	92	10	13	0010		MSF	Turf Mix, Hydro Or Air Seedings LBM/MSF spread rate. Mixture of three seed rates of hydroseed and one spread per unit program.	\$1,829.29
							Installation	Quantity 28.00	
								Unit Price 58.78	
								Factor 1.1863	
								Total 1,829.29	
80	32	93	13	00	0006		EA	2 Gallon Juniperus horizontalis 'Plumosa Compacta' - Andorra Creeping Juniper	\$3,553.30
							Installation	Quantity 364.00	
								Unit Price 8.16	
								Factor 1.1863	
								Total 3,553.30	
Subtotal for Landscape									\$10,636.53
Millwork									
81	04	43	00	00	0042		SF	7/8" Thick Black Polished Granite Veneer Facing Panels	\$10,986.18
							Installation	Quantity 184.00	
								Unit Price 49.91	
								Factor 1.1863	
								Total 10,986.18	
82	12	36	01	18	0004		SF	1/2" Solid Polyester (Corian) Countertop, Group B Colors Quantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).	\$5,963.61
							Installation	Quantity 188.00	
								Unit Price 29.82	
								Factor 1.1863	
								Total 6,963.18	
							Demolition	Quantity 188.00	
								Unit Price 4.63	
								Factor 1.1863	
								Total 861.34	
83	12	36	01	18	0004	0027	MOD	For Each LF Of Gage Or Full Round Edge, Add	\$861.34
							Installation	Quantity 60.00	
								Unit Price 12.00	
								Factor 1.1863	
								Total 861.34	

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 038102.00

Work Order Title: Town of Addison - Police Court Upgrade

Millwork									
84	12	28	81	18	0034	0028	MCE	For Eac: End Range C; Vandy Cabinet, Add	\$75.78
							Installation	Quantity 4.00 x Unit Price 19.00 Factor 1.1863 = Total 74.78	
85	12	28	81	18	0034	0034	MCE	For 28-32" x 14-21" x 5-10" Depth Lavatory Sht (Cabinet 818) Add	\$277.51
							Installation	Quantity 2.00 x Unit Price 137.80 Factor 1.1863 = Total 319.56	

Subtotal for Millwork \$18,180.33

OH Door									
86	08	33	23	00	0200		EA	Cylinder Lock For Colling Doors	\$163.10
							Installation	Quantity 1.00 x Unit Price 163.34 Factor 1.1863 = Total 193.10	
87	08	33	23	00	0202		EA	Remote Transmitter Kit For Colling Door Operators	\$205.84
							Installation	Quantity 1.00 x Unit Price 171.80 Factor 1.1863 = Total 203.64	
88	08	33	28	00	0030		EA	18" x 10", Steel Overhead Colling Grilles, Manual Lift	\$7,445.30
							Installation	Quantity 1.00 x Unit Price 6,223.61 Factor 1.1863 = Total 7,445.30	
89	08	33	28	00	0051		EA	Add For Motor Operatorincludes motor, supports, push button operator, stationary electronic eye, signal wiring from eye to motor and motor to operator.	\$1,854.42
							Installation	Quantity 1.00 x Unit Price 1,850.13 Factor 1.1863 = Total 1,854.42	
90	08	33	28	00	0052		LF	For Safety Edge Bottom Bar, Electric, Add	\$50.78
							Installation	Quantity 1.00 x Unit Price 42.45 Factor 1.1863 = Total 50.78	
91	08	33	28	00	0053		LF	For Overhead Framed Rolling Grille Supports	\$231.51
							Installation	Quantity 4.00 x Unit Price 48.36 Factor 1.1863 = Total 231.51	
92	08	33	38	00	0480		EA	NEMA 4 Mushroom Remote Pushbutton Control For High-Speed Rolling Doors	\$148.58
							Installation	Quantity 1.00 x Unit Price 124.18 Factor 1.1863 = Total 148.58	

Subtotal for OH Door \$10,086.91

Plumbing									
93	22	07	18	00	0002		EA	Neoprene Insulation Kit For Under Lavatories	\$800.85
							Installation	Quantity 4.00 x Unit Price 196.47 Factor 1.1863 = Total 788.31	
							Demolition	Quantity 4.00 x Unit Price 9.89 Factor 1.1863 = Total 42.54	
94	22	11	18	00	0351		LF	3/4" Hard Drawn Type L Copper Tube/Pipe	\$1,484.32
							Installation	Quantity 224.00 x Unit Price 4.46 Factor 1.1863 = Total 1,195.15	
							Demolition	Quantity 180.00 x Unit Price 1.26 Factor 1.1863 = Total 268.17	
95	22	11	18	00	0418		EA	3/4" 90 Degree Copper Elbow	\$804.18
							Installation	Quantity 18.00 x Unit Price 20.89 Factor 1.1863 = Total 445.93	
							Demolition	Quantity 10.00 x Unit Price 13.26 Factor 1.1863 = Total 158.63	

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 050102-05
 Work Order Title: Town of Adirondack Police Court Upgrade

Plumbing									
96	22	41	16	00 0446	EA	3/4" 45 Degree Copper Elbow			\$479.12
						Installation	Quantity	Unit Price	Total
							14.00	21.83	305.62
						Demolition	Quantity	Unit Price	Total
							9.00	13.25	119.25
97	22	11	16	00 0404	EA	3/4" Straight Copper Tee			\$591.72
						Installation	Quantity	Unit Price	Total
							2.00	31.58	63.16
						Demolition	Quantity	Unit Price	Total
							3.00	20.04	60.12
98	22	11	16	00 0491	EA	3/4" Copper Coupling			\$1,168.88
						Installation	Quantity	Unit Price	Total
							32.00	20.33	650.56
						Demolition	Quantity	Unit Price	Total
							24.00	13.28	318.72
99	22	11	16	00 0729	EA	3/4", Cut And Prepare Existing In Place Copper Pipe			\$150.16
						Installation	Quantity	Unit Price	Total
							24.00	6.23	150.16
100	22	11	16	00 0136	EA	3/4" IPS, Shallow Stainless Steel Escutcheon			\$191.70
						Installation	Quantity	Unit Price	Total
							12.00	12.88	154.56
						Demolition	Quantity	Unit Price	Total
							6.00	1.36	8.16
101	22	42	13	00 0013	EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Alera® ADA Retrol®)			\$2,412.03
						Installation	Quantity	Unit Price	Total
							3.00	678.88	2,036.64
						Demolition	Quantity	Unit Price	Total
							6.00	57.06	342.36
102	22	42	13	00 0088	EA	Concealed Infrared Water Closet Flush Valve, Top Spud 1.29 GPF (Toto EcoPower TET2LN32 Or TET3LN32)			\$2,869.36
						Installation	Quantity	Unit Price	Total
							3.00	728.63	2,185.89
						Demolition	Quantity	Unit Price	Total
							6.00	16.20	97.20
103	22	42	13	00 0085	EA	Concealed Infrared Urinal Flush Valve, 0.6 GPF (Toto EcoPower TEU2LN21 Or TEU3LN21) 0.6 GPF.			\$1,089.05
						Installation	Quantity	Unit Price	Total
							1.00	901.00	901.00
						Demolition	Quantity	Unit Price	Total
							1.00	18.20	18.20
104	22	42	13	00 0140	EA	Vertical Adjustable On Stack, Hub And Spigot, Single Water Closet Carrier			\$788.43
						Installation	Quantity	Unit Price	Total
							1.00	843.28	843.28
						Demolition	Quantity	Unit Price	Total
							1.00	23.54	23.54
105	22	42	13	00 0142	EA	Vertical Adjustable On Stack, Hub And Spigot, Double Water Closet (Basic To Back) Carrier			\$1,308.08
						Installation	Quantity	Unit Price	Total
							1.00	1,098.58	1,098.58
						Demolition	Quantity	Unit Price	Total
							2.00	34.55	69.10
106	22	42	13	00 0152	EA	Wall Mounted Hanger Plate Type, Single Urinal Carrier			\$167.42
						Installation	Quantity	Unit Price	Total
							1.00	114.84	114.84
						Demolition	Quantity	Unit Price	Total
							1.00	16.88	16.88
107	22	42	16	00 0111	EA	28-1/2" x 18-1/2" x 7-3/4" Single Bowl Suspense Sinks			\$4,193.85
						Installation	Quantity	Unit Price	Total
							4.00	835.40	3,341.60
						Demolition	Quantity	Unit Price	Total
							4.00	41.02	164.08

Contractor's Price Proposal - Detail

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Work Order Number: 38910700
Work Order Title: Town of Addison - Police Court Upgrade

Contractor's Price Proposal - Detail Page 10 of 12
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Contractor's Price Proposal - Detail Continues..

Work Order Number: 056102 10
Work Order Title: Town of Adrian - Police Court Upgrades

Toilet Acc									
119	10	21	13	19	0336	EA	36" x 60" Floor Anchored, Solid Color Semi-Gloss Composite One Compartment Ceramic Unit Complete Toilet Flush-On		\$7,382.34
							Quantity	Unit Price	Factor
						Installation	1.00	914.90	1.1953
						Demolition	5.00	49.80	1.1953
									Total
									1,069.48
120	10	21	13	19	0338	EA	60" x 60" Floor Anchored, Solid Color Semi-Gloss Composite One Compartment Ceramic Unit Complete ADA Compliant Toilet Flush-On		\$3,694.79
							Quantity	Unit Price	Factor
						Installation	2.00	1,128.30	1.1953
									Total
									2,094.79
121	10	28	13	13	0039	EA	Two Roll Without Controlled Delivery, Surface Mounted, Cast Aluminum Toilet Tissue Dispenser (Bobrick B-27480)		\$292.59
							Quantity	Unit Price	Factor
						Installation	3.00	84.91	1.1953
						Demolition	5.00	9.97	1.1953
									Total
									232.98
122	10	28	13	13	0083	EA	800 ml, Lint-Free Mounted, Chrome Plated Automatic Soap Dispenser (Bobrick B-828-18) Includes start-up kit.		\$878.92
							Quantity	Unit Price	Factor
						Installation	4.00	131.91	1.1953
						Demolition	4.00	9.97	1.1953
									Total
									831.22
123	10	28	13	13	0070	EA	Surface Mounted, Stainless Steel Sanitary Seat-Cover Dispenser (Bobrick Contum B-4221)		\$403.02
							Quantity	Unit Price	Factor
						Installation	3.00	85.88	1.1953
						Demolition	5.00	9.97	1.1953
									Total
									343.39
124	10	28	13	13	0079	EA	Surface Mounted, Stainless Steel Sanitary Napkin/Tampon Vending (Bobrick B-2706)		\$1,082.28
							Quantity	Unit Price	Factor
						Installation	2.00	441.88	1.1953
						Demolition	3.00	9.97	1.1953
									Total
									1,066.48
125	10	28	13	13	0138	EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-880b20)		\$162.84
							Quantity	Unit Price	Factor
						Installation	2.00	98.10	1.1953
									Total
									182.84
126	10	28	13	13	0140	EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-880b22)		\$167.12
							Quantity	Unit Price	Factor
						Installation	2.00	86.85	1.1953
									Total
									167.12
127	10	28	13	13	0288	EA	Single Stainless Steel Robe Hook (Bobrick B-233)		\$96.73
							Quantity	Unit Price	Factor
						Installation	3.00	19.87	1.1953
						Demolition	5.00	4.43	1.1953
									Total
									70.23
128	10	28	13	13	0312	EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)		\$805.78
							Quantity	Unit Price	Factor
						Installation	4.00	94.82	1.1953
						Demolition	4.00	11.07	1.1953
									Total
									482.78
129	10	28	13	13	0385	EA	Remove And Reinstall Bathroom Accessory		\$33.14
							Quantity	Unit Price	Factor
						Installation	2.00	13.86	1.1953
									Total
									33.14
Subtotal for Toilet Acc									\$7,519.59

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continue..

Work Order Number: 090102 00
Work Order Title: Town of Addison - Police Court Upgrade

Proposal Total	\$400,872.86
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This total represents the amount bid for the proposal. A +/- discrepancy between this total and the total on the proposal sheet is due to rounding.

The Percentage of HPP on this Proposal:	72.25%
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Subcontractor Listing

Date: June 20, 2018

Re: IQC Master Contract #: 620-16 Area F - LMC
Work Order #: 089102.00
Owner PO #:
Title: Town of Addison - Police Court Upgrade
Contractor: LMC Corporation
Proposal Value: \$800,573.88

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

EXHIBIT "B"
Town of Addison Standard Terms and Conditions

Town of Addison

TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders Issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.

16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 178 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 178.006, Local Government Code. A person commits an offense if the person violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Exhibit "C"
Town of Addison Insurance 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 **AMOUNT OF INSURANCE** **PROVISIONS**
 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

- | | | | |
|----|--|---|---|
| 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 to
be provided a WAIVER
OF SUBROGATION
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 to
be listed as ADDITIONAL
INSURED and provided
30 DAY NOTICE OF
CANCELLATION 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 | TOWN OF ADDISON to
be listed as ADDITIONAL
INSURED and provided
30 DAY NOTICE OF
CANCELLATION or
material change in
coverage.
Insurance company must
be A-:VII-rated or above. |