

## **Solicitation 19-98**

### **Annual Contract for Concrete and Asphalt Repairs (IDIQ)**

**Bid Designation: Public**



**Town of Addison**

## Bid 19-98

### Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Bid Number 19-98  
 Bid Title Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Bid Start Date Feb 20, 2019 1:29:43 PM CST  
 Bid End Date Mar 12, 2019 2:00:00 PM CDT  
 Question & Answer End Date Mar 7, 2019 12:00:00 PM CST

Bid Contact Wil Newcomer  
 Purchasing Manager

Contract Duration 1 year  
 Contract Renewal 4 annual renewals  
 Prices Good for 60 days  
 Pre-Bid Conference Feb 27, 2019 9:30:00 AM CST  
 Attendance is optional  
 Location: Town of Addison Service Center  
 16801 Westgrove  
 Addison, TX 75001

Bid Comments \*\*SOME PROJECTS/JOBS MAY EXCEED \$50K AND THEREFORE THE AWARDED CONTRACTOR(S) MUST BE ABLE TO PROVIDE THE APPROPRIATE BONDS AT THAT TIME.  
 \*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

#### Item Response Form

Item 19-98-01-01 - General Items  
 Quantity 1 lump sum  
 Unit Price 59,250.00 59,250.00 *Jo*  
 Delivery Location Town of Addison  
No Location Specified  
 Qty 1

**Description**  
 Per TOA Spec. Total of all extended cost items in this section.

Item 19-98-01-02 - Concrete Pavement Repair/Replace  
 Quantity 1 lump sum  
 Unit Price 189,750.00  
 Delivery Location Town of Addison  
No Location Specified  
 Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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**Item** 19-98-01-03 - Repair/Replacement**Quantity** 1 lump sum**Unit Price** 195,425.00**Delivery Location** Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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**Item** 19-98-01-04 - Curb and Gutter, Sidewalk and ADA Improvements**Quantity** 1 lump sum**Unit Price** 143,675.00**Delivery Location** Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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**Item** 19-98-01-05 - Stormwater Inlet Repair**Quantity** 1 lump sum**Unit Price** 81,300.00**Delivery Location** Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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**Item** 19-98-01-06 - Minor Utility Adjustments**Quantity** 1 lump sum**Unit Price** 14,001.00**Delivery Location** Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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**Item** 19-98-01-07 - Other Surface Improvements

Quantity 1 lump sum  
Unit Price 11,600.00  
Delivery Location Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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Item 19-98-01-08 - Emergency and After Normal Work Hour Repair Coefficients  
Quantity 1 lump sum  
Unit Price 12,500.00  
Delivery Location Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

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Item 19-98-01-09 - Contractual markup on New Items Not ID'd or Subsidiary to Work Listed.  
Quantity 1 lump sum  
Unit Price 5,000.00  
Delivery Location Town of Addison  
No Location Specified

Qty 1

**Description**

Per TOA Spec. Total of all extended cost items in this section.

\$695,001.00



**REQUEST FOR BID**  
**FOR**  
**ANNUAL CONTRACT FOR CONCRETE AND ASPHALT REPAIRS (IDIQ)**

**BID NO. 19-98**  
**CLOSING: 2:00 PM, MARCH 12, 2019 LOCAL TIME**

**SUBMISSION:**

Request for Bid (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

**SUBMISSION OF BID/PROPOSAL:** All documents may be submitted electronically through <https://www.bidsync.com>. If submitting paper response, please deliver to:

Town of Addison  
5350 Beltline Road  
Finance Department  
Addison, Texas 75001

**MARK ENVELOPE ON OUTSIDE:** "Bid#19-98 Annual Contract for Concrete and Asphalt Repairs (IDIQ)"

All responses must be received before closing date and time. Bids/Proposals received in the Finance Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The right is reserved as the interest of the Town may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

**PREBID** – February 27<sup>th</sup>, 9:30 A.M., Addison Service Center, 16801 Westgrove, Addison, Tx 75001



**Annual IDIQ Contract for Concrete  
and Asphalt Repairs IDIQ  
Bid #19-98**

Work included in this request for proposal may include, but is not limited to, the removal and/or replacement of concrete and asphalt streets, sidewalks, drive approaches, medians, alleys, retaining walls, sidewalk ramps, curb and gutter, stormwater inlets, and brick pavers. This contract is intended to be used to make repairs and perform maintenance as needed throughout the Town of Addison.

**I. GENERAL CONDITIONS**

- A. The contract period will be effective for twelve months from the date of award. The contract shall contain an option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.
- B. The Town reserves the right to select, multiple vendors and reserves the right to choose which vendor to use per delivery order. Partial bids may also be accepted.
- C. **There is no minimum guarantee of work beyond the initial Delivery Order/s.** Delivery Orders will be issued on an as needed basis. The anticipated award for Fiscal Year 2019 is approximately \$250,00.00. Additional awards will be based on future Town budgets.
- D. Quantities shown are estimates and will be used for evaluation only, so that the contractor can provide unit prices. **There is no minimum guarantee of work.** Some items may be used more in a given year than others. For instance, the Town may elect to perform several repairs to concrete streets, but none to the asphalt streets.
- E. Delivery Orders will establish scope, cost and schedule/timeline for each project. These items will be agreed upon by the Town and Contractor prior to beginning work.
- F. Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- G. Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the Town will discuss procedures for the work to be completed.



- H. The contractor will provide, for Town approval, the names of material vendors and a copy of mix designs for concrete.
- I. The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- J. The contractor shall designate a full-time superintendent who shall be on the job site at all times during construction. The Town's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after notification to the Town.
- K. The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of repairs within the agreed upon timeframe.
- L. The Town will be responsible for notification to the public of the agreed upon start date and scope of work at least forty-eight (48) hours prior to start of work.
- M. The contractor is required to have a list of all subcontractors used submitted to the Town.
- N. The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- O. The Town may request replacement of designated superintendent after written notification to contractor. Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from, the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special events, or holidays (listed below).
  - New Year's Day
  - Memorial Day
  - July Third and Fourth
  - Labor Day
  - Thanksgiving Day and Day after Thanksgiving
  - Christmas Eve and Day
  - Taste of Addison
  - Addison Kaboom Town
  - Addison Oktoberfest
- P. The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field



supervisor shall be required to obtain a copy of both, at the contractor's expense.

- Q. The Town shall pay contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in proposal. A measurement of completed quantities will be conducted prior to the submittal of each pay request. A measurement of completed quantities will be completed at least one time per month. Completed quantities include joint sealing. The contractor's field supervisor and the Town's representative shall conduct this measurement.
- R. Town may terminate contract if contractor persistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable materials, equipment, or otherwise violates in any substantial way any provisions of the contract documents. Town may, after giving contractor seven (7) days written notice and to the extent permitted by law and regulations, terminate the services of contractor from the site and take possession of the work.

## **II. TOWN OF ADDISON – GENERAL CONSTRUCTION SPECIFICATIONS**

### **A. Traffic Control**

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control. All traffic control devices shall be in used accordance with the guidelines in the latest revision of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways".
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the





closed area.

- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.
- h. No streets shall be closed to traffic without written approval from the Town.
- i. All construction signing shall be reflective and "like new" in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. "Construction Ahead" and "End of Construction" signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

#### **B. Temporary Construction Water Meter**

All water required for the project will be at the CONTRACTOR'S expense. The CONTRACTOR shall obtain a temporary water meter (deposit reimbursed when the meter is returned) from the OWNER and meter all water used for the project.

The contractor shall contact the Finance Department, for construction loan meter application and contractor shall make required deposit. A service request will be sent to the Town of Addison Service Center located at 16801 Westgrove Drive for the temporary water meter. Service Requests for water meters take 24 hours to process. Contractor is responsible for paying temporary meter deposit and all water usage required for this project. Deposit will be reimbursed once the meter is returned.

#### **C. Paving**

All paving shall follow Town of Addison Standard Construction Details for "Paving" that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard->



Construction-Details-Paving.pdf

**D. Asphalt Mix Designs**

Asphalt mix designs shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 302 "Asphalt Pavement".

**E. Storm Drainage**

All storm drainage installation shall follow Town of Addison Standard Construction Details for "Storm Drainage" that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard-Construction-Details-Storm-Drainage.pdf>

**F. Construction Plans**

Delivery Orders for work associated with this contract may not be accompanied by construction plans. In this case the Contractor will be responsible for following the Town's standard specifications and details. From time to time, the Contractor may be provided engineered plans and specifications for a project. The Contractor will be responsible for providing unit bid pricing as laid out in the provided specifications.

**G. Sediment Control**

Contractor is required to meet all Stormwater requirements and will be required to utilize and maintain best management practices at all times.

**H. Equipment Left on Jobsite**

All equipment left on the jobsite overnight shall be located within the work zone and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment, it will not be allowed to be left in the street. **All equipment will be required to carry fire extinguishers in case of emergency.**

**I. Barrier Free Ramps**

All barrier free ramps consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. The pay item will be by the square foot, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The Town of Addison shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full**



**compliance to federal and state ADA requirements.**

**J. Detectable Warnings**

- a. Detectable warnings shall be cast in place (wet set). The inspector will determine which type will be used during the layout of the Ramp. They shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp.
- b. All detectable warnings shall be Tekway ADA Systems or an approved equivalent. The color shall be terra cotta.

**K. Joint and Crack Sealants**

Joint sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 303.2.14 "Joint Sealant".

Crack sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 401 "Crack Sealing".

**L. Testing**

Initial testing will be paid by owner. All re-testing will be at the expense of the contractor. Additional proctors may be requested at any time at the expense of the contractor.

**M. General Construction Notes**

- a. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
- b. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
- c. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
- d. Removal of integral curb will be included in the unit price of concrete pavement removal.
- e. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
- f. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
- g. All paving shall be saw cut along neat lines prior to removal. Any pavement that is



chipped or broken outside the saw cuts will be repaired as determined by the inspector and at the contractor's expense.

- h. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Town and property owner, it can be neatly spread over the adjacent area. No stock piling of material in the street will be allowed after work hours. The cost for this is subsidiary to the pavement repair.
- i. Top soil will be used to level up excavated areas to receive sod.
- j. Positive drainage shall be established during the initial phase of grading and maintained throughout construction. The contractor will determine grade by use of an instrument or water as requested by the Town. Any areas identified by the contractor that impede the positive drainage and are not scheduled for repair shall be brought to the attention of the project inspector. Inspector shall work with contractor to determine any additional areas that need repaired. Any completed repairs within the project that do not have positive drainage will be removed and corrected at the contractor's expense.
- k. The contractor shall remove all trees, stumps, brush, and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.
- l. The contractor will protect trees that are to remain from damage.
- m. No material, which has been used for any temporary purpose, is to be incorporated in the permanent structure without written consent from the Town.
- n. Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.
- o. No concrete shall be placed at any job site until the contractor has notified the Town's representative and requested and received an inspection of the site. The contractor shall request such inspection at least twenty-four (24) hours prior to concrete being placed. Any concrete placed without an inspection shall be removed and replaced at the contractor's expense.
- p. Bar chairs to support reinforcing steel and dowel rods shall be used in repairs as required.
- q. Tooled joints in sidewalk will not be sealed. All other joints will be sealed.
- r. All inlets within the project limits, and any that may be affected by runoff from the project,



will be protected. The city's inspector will determine if any inlet needs to be cleaned due to runoff from the project.

- s. The areas adjacent to construction shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damaged landscaping, sprinkler systems, or other items that are affected by the construction.
- t. Damage to sprinkler systems will be addressed promptly and in the following manner; contractor will inform City Inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Town Inspector and set up a time to run system to verify repairs are satisfactory.

**Note: Once the damage has been identified, the contractor will repair the damage within 48 hours and verify with the customer that the system has been restored to its original condition. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT AN IRRIGATION SYSTEM HAS BEEN RETURNED TO ITS ORIGINAL CONDITION with the resident, business owner, etc. If condition of the irrigation system has not been verified, payment for that month may be withheld (at the inspector's discretion). Any sod that must be installed due to the construction will be installed within a reasonable time period.**

- u. Repairs to water service lines cut during construction on the customer's side of the meter will be completed by a Licensed Plumber at the expense of the contractor.
- v. The contractor is responsible for insuring density of sub-grade meets Town specifications for each repair. Lack of testing does not relieve the contractor of this responsibility.
- w. Contractor will lower or raise manhole covers as projects require and will be paid according to line item pricing.
- x. The contractor will make every effort to match existing sod on all repairs.
- y. The line item for flex base is intended for special projects and will only be used at the discretion of the inspector. The line item includes the contractor providing, placing, and compacting the flex base.

### III. Warranty

- A. All work performed under this contract for the Town of Addison shall be warranted for a period of two (2) year. If within two (2) year after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor



shall correct it promptly after receipt of notice from the Town.

- B. A maintenance bond shall be required at the end of this agreement. It shall be made out for the total amount of the agreement, and enforceable for two (2) years from final acceptance of the project.

#### **IV. Project Locations**

Projects will be located throughout the city limits of Addison.

#### **V. Insurance Requirements**

See bid documents.

#### **VI. Bid Bond**

See bid documents.

#### **VII. Evaluation Criteria**

Proposals will be scored by an evaluation committee consisting of Town staff. Proposals will be scored with regards to the following criteria and associated weights:

- **Price:** Evaluation will award up to 50 points based on pricing.
  - **Previous Performance:** Evaluation will award up to 30 points based on past performance contracts with public agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. List previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract.
  - **Location:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 20 points based on location in the geographical area of the Town and knowledge of the locality, local laws, regulations, and practices.
- |  |     |
|--|-----|
| • Price                                    | 50% |
| • Experience and Past Previous Performance | 30% |
| • Location                                 | 20% |

## Annual IDIQ for Concrete and Asphalt Repairs Bid Tabulations

THE FOLLOWING ACTIVITIES ARE PRESENTED FOR THE CONTRACTOR TO PROVIDE UNIT PRICES. THE QUANTITIES ARE ESTIMATES ONLY BASED ON A 12 MONTH DURATION AND WILL BE USED FOR **EVALUATION ONLY**. THE AWARD WILL BE BASED ON AVAILABLE FUNDS PRORATED THE FIRST YEAR FROM THE AWARD DATE TO END OF THE FISCAL YEAR. THE ANTICIPATED AWARD FOR THIS YEAR IS APPROXIMATELY \$250,000. EACH SUBSEQUENT YEAR, IF AWARDED, WILL BE BASED ON A COMPLETE 12 MONTH CYCLE. EACH DELIVERY ORDER WILL BE BASED ON THE PROPOSED SCOPE AND CONTRACTOR PROPOSED UNIT PRICES. **THERE IS NO MINIMUM GUARANTEE BEYOND THE INITIAL DELIVERY ORDERS.**

WE EXPECT THAT SOME ITEMS MAY BE HIGHER, I.E. CONCRETE, AND SOME OTHER ITEMS WILL NOT BE USED AT ALL IN A GIVEN AWARD YEAR.

Bid Item No.	Item	Units	Quantity	Unit Cost (\$)	Extended Cost (\$)
	<b>GENERAL ITEMS</b>				
1	Bonds & Insurance	LS	1	15,000 <sup>00</sup>	\$ 15,000 <sup>00</sup>
2	HMAC Saw Cutting 2" Depth; complete in place	LF	2000	1 <sup>00</sup>	\$ 2,000 <sup>00</sup>
3	HMAC Saw Cutting Additional 1" Depth; complete in place	LF	1000	0.50	\$ 500 <sup>00</sup>
4	Concrete Saw Cutting 6" Depth; complete in place	LF	2000	3 <sup>00</sup>	\$ 6,000 <sup>00</sup>
5	Concrete Saw Cutting Additional 1" Depth, complete in place	LF	500	0.50	\$ 250 <sup>00</sup>
6	Traffic Control, Residential Streets; set-up and removal, complete-in-place and removal for one day	EA	5	1,500 <sup>00</sup>	\$ 7,500 <sup>00</sup>
7	Traffic Control, Residential Streets; single lane closure; maintenance per Day	Day	2	500 <sup>00</sup>	\$ 1,000 <sup>00</sup>
8	Traffic Control, High Volume Streets; set-up and removal, complete-in-place and removal for one day	EA	5	3,500 <sup>00</sup>	\$ 17,500 <sup>00</sup>
9	Traffic Control, High Volume Streets; single lane closure; maintenance per Day	Day	2	1,000 <sup>00</sup>	\$ 2,000 <sup>00</sup>



10	Traffic Control, High Volume Streets; multi-lane closure; maintenance per Day	Day	5		1,500 <sup>00</sup> -	\$ 7,500 <sup>00</sup> -
	<b>CONCRETE PAVEMENT REPAIR/REPLACEMENT</b>					
11	Demo and Remove Existing Concrete Pavement, 10" Thickness; complete in place	SY	250		18 <sup>00</sup> -	\$ 4,500 <sup>00</sup> -
12	Demo and Remove Existing Concrete Pavement, 8" Thickness; complete in place	SY	250		15 <sup>00</sup> -	\$ 3,750 <sup>00</sup> -
13	Demo and Remove Existing Concrete Pavement, 6" Thickness; complete in place	SY	250		12 <sup>00</sup> -	\$ 3,000 <sup>00</sup> -
14	Major Arterial, 10" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	200		155 <sup>00</sup> -	\$ 31,000 <sup>00</sup> -
15	Minor Arterial, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		150 <sup>00</sup> -	\$ 18,750 <sup>00</sup> -
16	Commercial/Industrial Collector, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 <sup>00</sup> -	\$ 15,625 <sup>00</sup> -
17	Residential Collector, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 <sup>00</sup> -	\$ 15,625 <sup>00</sup> -
18	Residential Local, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 <sup>00</sup> -	\$ 15,625 <sup>00</sup> -



19	Drive Approach, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P2), curing compound, joint sealer; complete in place	SY	125	125 <sup>00</sup>	\$ 15,625 <sup>00</sup>
20	Alley, 6" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125	110 <sup>00</sup>	\$ 13,750 <sup>00</sup>
21	Concrete Joint, Routing and Sealing, complete in place	LF	10000	1.75	\$ 17,500 <sup>00</sup>
22	Concrete Cracks, Routing and Sealing, complete in place	LF	10000	2.25	\$ 22,500 <sup>00</sup>
23	Diamond Grinding, per NCTCOG specifications, complete in place	SY	500	25 <sup>00</sup>	\$ 12,500 <sup>00</sup>
	<b>ASPHALT CONCRETE PAVEMENT REPAIR/REPLACEMENT</b>				
24	Mobilization Cost for small areas of asphalt work < 500 SqYd	LS	5	2,150 <sup>00</sup>	\$ 10,750 <sup>00</sup>
25	Mobilization Cost for large areas of asphalt work > 500 SqYd	LS	5	4,000 <sup>00</sup>	\$ 20,000 <sup>00</sup>
26	Flex Base per Town of Addison Standards (large areas w/ equipment), complete in place	SY-In	1000	17 <sup>00</sup>	\$ 17,000 <sup>00</sup>
27	Flex Base per Town of Addison Standards (small areas by hand), complete in place	SY-In	500	25 <sup>00</sup>	\$ 12,500 <sup>00</sup>
28	Geo-grid or approved equal geo-textile fabric, complete in place	SF	5000	0.50	\$ 2,500 <sup>00</sup>
29	Recompact existing subgrade, includes water for wetting (if needed), complete in place	SY	500	5 <sup>00</sup>	\$ 2,500 <sup>00</sup>
30	Subgrade Repair, Select Fill material, compacted in 6" lifts, includes material, water for wetting (if needed), complete in place	CY	130	50 <sup>00</sup>	\$ 6,500 <sup>00</sup>
31	Flowable Fill, includes material and placement, complete in place	CY	130	140 <sup>00</sup>	\$ 18,200 <sup>00</sup>
32	Crack Seal - NCTCOG PWCS Section 401	LF	5000	2.50	\$ 12,500 <sup>00</sup>

33	Planing (Milling) (2")	SY	900		14 <sup>00</sup> / <sub>100</sub>	\$ 12,600 <sup>00</sup> / <sub>100</sub>
34	Planing (Milling) Additional (1")	SY	500		0.75 <sup>00</sup> / <sub>100</sub>	\$ 375 <sup>00</sup> / <sub>100</sub>
35	Surface Treatment Repair, Upper 2" HMA - NCTCOG PWCS Section 302	SY-in	500		160 <sup>00</sup> / <sub>100</sub>	\$ 80,000 <sup>00</sup> / <sub>100</sub>
	<b>CURB AND GUTTER, SIDEWALK, and ADA IMPROVEMENTS</b>					
36	Removal and Replacement of concrete Curb & Gutter, complete in place	LF	1000		75 <sup>00</sup> / <sub>100</sub>	\$ 75,000 <sup>00</sup> / <sub>100</sub>
37	Removal of 4" Concrete Sidewalk, complete in place	SF	2000		1.75 <sup>00</sup> / <sub>100</sub>	\$ 3,500 <sup>00</sup> / <sub>100</sub>
38	Replace 4" concrete sidewalk including; rebar, chairs, dowels, expansion joint material, concrete (Class A), curing compound, joint sealer, and finish; complete in place	SF	2000		7.25 <sup>00</sup> / <sub>100</sub>	\$ 14,500 <sup>00</sup> / <sub>100</sub>
39	Concrete Sidewalk, Additional 1" Thickness; complete in place	SF	1500		2 <sup>00</sup> / <sub>100</sub>	\$ 3,600 <sup>00</sup> / <sub>100</sub>
40	New ADA Concrete Curb Ramp: Including; rebar, truncated domes, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	SF	200		40 <sup>00</sup> / <sub>100</sub>	\$ 8,000 <sup>00</sup> / <sub>100</sub>
41	Remove and Replace ADA Concrete Curb Ramp: Including; rebar, truncated domes, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	SF	150		42 <sup>00</sup> / <sub>100</sub>	\$ 6,300 <sup>00</sup> / <sub>100</sub>
42	Concrete Joint Repairs for concrete Curb and Gutter, removal and replacement; complete in place	LF	1500		10 <sup>00</sup> / <sub>100</sub>	\$ 15,000 <sup>00</sup> / <sub>100</sub>
43	Concrete Joint Repairs for concrete Sidewalk, removal and replacement; complete in place	LF	1350		10 <sup>00</sup> / <sub>100</sub>	\$ 13,500 <sup>00</sup> / <sub>100</sub>
44	Sleeper Slab and Paver Demo and Replacement; includes demolition haul off and proper disposal/recycling; subgrade compaction/base prep, formwork, new pavers, joints, and finish; complete in place	SF	250		19.5 <sup>00</sup> / <sub>100</sub>	\$ 4,875 <sup>00</sup> / <sub>100</sub>



STORMWATER INLET REPAIR									
45	Demo and Remove 8' Standard Curb Inlet; complete in place	EA	5					1,500 <sup>00</sup>	\$ 7,500 <sup>00</sup>
46	Demo and Remove 8' Recessed Curb Inlet; complete in place	EA	2					1,500 <sup>00</sup>	\$ 3,000 <sup>00</sup>
47	Install Standard 8' (Precast) Curb Inlet; complete in place	EA	3					4,450 <sup>00</sup>	\$ 13,350 <sup>00</sup>
48	Standard Curb 8' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	2					4,450 <sup>00</sup>	\$ 8,900 <sup>00</sup>
49	Recessed Curb 8' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	1					4,450 <sup>00</sup>	\$ 4,450 <sup>00</sup>
50	Demo and Remove 10' Standard Curb Inlet; complete in place	EA	5					1,800 <sup>00</sup>	\$ 9,000 <sup>00</sup>
51	Demo and Remove 10' Recessed Curb Inlet; complete in place	EA	2					1,800 <sup>00</sup>	\$ 3,600 <sup>00</sup>
52	Install Standard 10' (Precast) Curb Inlet; complete in place	EA	3					5,250 <sup>00</sup>	\$ 15,750 <sup>00</sup>
53	Standard Curb 10' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	2					5,250 <sup>00</sup>	\$ 10,500 <sup>00</sup>
54	Recessed Curb 10' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	1					5,250 <sup>00</sup>	\$ 5,250 <sup>00</sup>
MINOR UTILITY ADJUSTMENTS									

55	Sanitary Sewer Manhole Ring and Cover Adjustment, including New Manhole Ring and Cover Assembly with new Height Adjustment Rings, Stainless Steel Inflow Inhibitor, and with Concrete Collar; complete in place	EA	5		1,500 <sup>00</sup> / <sub>—</sub>	\$ 7,500 <sup>00</sup> / <sub>—</sub>
56	Storm Water Manhole Ring and Cover Adjustment, including new Manhole Ring and Cover Assembly with new Concrete Collar; complete in place	EA	3		1,000 <sup>00</sup> / <sub>—</sub>	\$ 3,000 <sup>00</sup> / <sub>—</sub>
57	Water Valve Adjustment with Concrete Collar; complete in place	EA	5		500 <sup>00</sup> / <sub>—</sub>	\$ 2,500 <sup>00</sup> / <sub>—</sub>
58	Replacement of Concrete Collars with High Early Strength Concrete (in addition to above unit price); complete in place	SF	2		500 <sup>00</sup> / <sub>—</sub>	\$ 1,000 <sup>00</sup> / <sub>—</sub>
59	Mandatory Utility Allowance	LS	1		1 <sup>00</sup> / <sub>—</sub>	\$ 1 <sup>00</sup> / <sub>—</sub>
	<b>OTHER SURFACE IMPROVEMENTS</b>					
60	Common Bermuda Block Sod	SF	500		1.25 <sup>00</sup> / <sub>—</sub>	\$ 600 <sup>00</sup> / <sub>—</sub>
61	Mandatory allowance for irrigation	LS	1		5,000 <sup>00</sup> / <sub>—</sub>	\$ 5,000 <sup>00</sup> / <sub>—</sub>
62	Demo Existing Traffic Rated Pavers	SF	1000		2 <sup>00</sup> / <sub>—</sub>	\$ 2,000 <sup>00</sup> / <sub>—</sub>
63	Install Holland Traffic Rated Pavers, per provided specification (or approved equal), includes bedding and joint sand, complete in place.	SF	150		10 <sup>00</sup> / <sub>—</sub>	\$ 1,500 <sup>00</sup> / <sub>—</sub>
64	Paver Joint Sand, per specification, complete in place	SF	1000		2.50 <sup>00</sup> / <sub>—</sub>	\$ 2,500 <sup>00</sup> / <sub>—</sub>
	<b>EMERGENCY and AFTER NORMAL WORK HOUR REPAIR COEFFICIENTS; requires written authorization by Town representative</b>					

65	Declared Emergency Coefficient (Weekdays 24 hour service); requires contractor crew/crews on site within 1 hour of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost				5,000 <sup>00</sup>	5,000 <sup>00</sup> ÷ 0%
66	After Hour Coefficient (5pm to 7am, weekends and holidays); requires contractor crew/crews on site within 1 hour of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost				7,500 <sup>00</sup>	7,500 <sup>00</sup> ÷ 0%
	<b>CONTRACTOR MARK UP ON NEW ITEMS NOT IDENTIFIED OR SUBSIDIARY TO WORK LISTED</b>					
67	Individual Item from approved supplier (material only)				5,000 <sup>00</sup>	5,000 <sup>00</sup> ÷ 0%



# **QUALIFICATION AND REFERENCE STATEMENT**

**BIDDER:** JIM BOWMAN CONSTRUCTION COMPANY, L.P.

## **COMPANY INFORMATION:**

Number of years in business? 35

Number of years at current location? 10

Do you maintain a permanent commercial business office? YES

Have you or any present partners or officers failed to complete a contract: NO If yes, give name of owner and/or surety?

N/A

Can you be reached 24 hours a day (in an emergency)? YES

Pager# N/A Cell Phone# 214-926-9554

Answer Svc# N/A Other# N/A

## **CUSTOMER REFERENCES**

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
<u>CITY OF FARMERS BRANCH</u>	<u>GARY SPOERL</u>	<u>972-919-2597</u>	<u>GARY.SPOERL@FARMERSBRANCHTX.GOV</u>
<u>CITY OF PLANO</u>	<u>CHRIS BEST</u>	<u>972-769-4128</u>	<u>CHRISBE@PLANO.GOV</u>
<u>CITY OF MCKINNEY</u>	<u>EDDIE GARZA</u>	<u>972-547-2138</u>	<u>EGARZA@MCKINNEYTEXAS.ORG</u>
<u>CITY OF FRISCO</u>	<u>ROBERT CASKEY</u>	<u>972-292-5453</u>	<u>RCASKEY@FRISCO TEXAS. GOV</u>
<u>CITY OF CARROLLTON</u>	<u>TOM GEIER</u>	<u>972-466-4230</u>	<u>THOMAS.GEIER@CITY OF CARROLLTON.COM</u>

## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: SOLICITATION 19-98

Company Name: JIM BOWMAN CONSTRUCTION COMPANY, L.P.

Signature:

Date: 3/12/19



**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**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. <b>Workers' Compensation Employers' Liability</b> 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	<b><u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or</u></b> material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> 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	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY</u></b> <b><u>NOTICE OF CANCELLATION or</u></b> material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A:VII-rated or above.</b>

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, Texas 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# 19-98

Company: JIM BOWMAN CONSTRUCTION COMPANY, L.P.

Printed Name: ADRIAN BOWMAN

Signature:  Date: 3/12/19

**Town of Addison**  
**GENERAL TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (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"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the 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.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good



faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, "assign" or "assignment"), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver; Rights; Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. 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.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order 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 by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.
38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.
39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.
40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.
41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.
42. Electronic Signature – Uniform Electronic Transactions 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.
43. Funding Out Clause: This Contract/Purchase Order 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 Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.
44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (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 Seller 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 Seller 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 Seller, the Seller 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.

45. Disclosure of Certain Relationships: Chapter 176 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 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 7<sup>th</sup> 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 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, 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](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order 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.

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

48. 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.

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller 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.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or 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.

53. Prior or Pending Litigation or Lawsuits: Each Seller 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 Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. 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.



### **Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**

Business Address: **2716 S. REGSBGE DR.  
PLANO, TEXAS  
75074**

Contact Name: **ADRIAN BOWMAN**

Phone#: **972-423-1313**

Fax#: **972-423-9447**

Email: **ADRIAN @ BOWMANCONSTRUCTION.COM**

Name(s) Title of Authorized Company Officers:

**ADRIAN BOWMAN - GENERAL MANAGER**

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. 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](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be



notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier 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.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 60 Days.

☒ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number N/A and expire date N/A.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☒

Bid Bond: Is Bid Bond attached if applicable? ☐ Yes ☒ No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/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.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

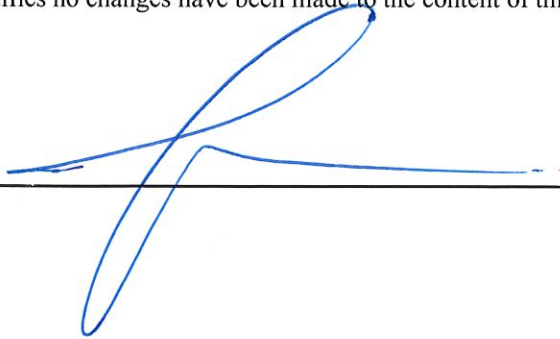
I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date: 3/12/19

Title: GENERAL MANAGER

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17



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## Question and Answers for Bid #19-98 - Annual Contract for Concrete and Asphalt Repairs (IDIQ)

### Overall Bid Questions

There are no questions associated with this bid.

**Question Deadline: Mar 7, 2019 12:00:00 PM CST**