

Solicitation 19-200

Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Bid Designation: Public



Town of Addison

Bid 19-200

Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Bid Number	19-200
Bid Title	Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement
Bid Start Date	Jun 28, 2019 2:06:27 PM CDT
Bid End Date	Jul 23, 2019 2:00:00 PM CDT
Question & Answer End Date	Jul 18, 2019 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Pre-Bid Conference	Jul 9, 2019 2:00:00 PM CDT Attendance is optional Location: Addison Finance Building 5350 Belt Line Road Dallas, Tx 75254

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED.



SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE **DESIGN BUILD** CONSTRUCTION, OF
**TOWN OF ADDISON
WINNWOOD PARK GAZEBO /
BRIDGE REPLACEMENT AND
TOWN HALL BRIDGE
REPLACEMENT**

TOWN OF ADDISON, TEXAS
BID NUMBER **19-200**

June 13, 2019

PREPARED BY:

Town of Addison
16801 Westgrove Rd
Addison, TX 75001



TOWN OF ADDISON, TEXAS

MAYOR

Joe Chow

MAYOR PRO TEMPORE

Tom Braun

DEPUTY MAYOR PRO TEMPORE

Lori Ward

COUNCILMEMBERS

Ivan Hughes

Guillermo

Quintanilla

Paul Walden

Marlin Willesen

CITY MANAGER

Wes Pierson

DEPUTY CITY MANAGER

Ashley Mitchell

DIRECTOR OF PARKS AND RECREATION

Janna Tidwell

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SECTION AB

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1. Sealed proposals (herein referred to as bids or proposals) addressed to the Town of Addison, Texas, for the Design Build of Winnwood Park Gazebo and Bridge and Town Hall Bridge Replacement Project in the Town of Addison, Texas, hereinafter called “City” or “Owner” in accordance with specifications and informational plans will be received at the office of Wil Newcomer, Finance Building, 5350 Belt Line Road, Addison, Texas until 2:00 p.m. on **23rd** day of July, 2019. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words PARKS DEPARTMENT #19-200, Winnwood Park Gazebo / Bridge and Town Hall Bridge Replacement Project.
3. Bids shall be accompanied by a Bid Bond in an amount not less than five percent (5%) of the total maximum bid price, from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties; or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him. Bid bonds need to be signed originals to be valid – no photocopied, faxed, or scanned copies will be accepted.
4. Plans, specifications and bidding documents may be secured electronically through www.bidsync.com. Interested bidders are strongly encouraged to register with the site, as registration will provide automatic notifications of any addenda which are posted. Bidders may select either the paid or free registration options- either will provide equal access to Addison’s bid material.
5. The right is reserved by the Mayor and the City Council, as the interests of the City may require, to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Bid Bond will be required by the Owner; in the amount of 5% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding, call Wil Newcomer, Town of Addison Purchasing Manager, (972) 450-7091.
9. The project consists of replacing Winnwood Park Gazebo and Bridge and Town Hall Bridge.
10. Due to the location and complexity of the project, the Town strongly encourages attendance to the Pre-Bid meeting will be held on site. Park at the Town of Addison Finance Building located at 5350 Belt Line Rd., Addison, TX at 2:00 p.m. on July 9th, 2019

SECTION IB

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- A. **PROJECT:** This is a Design Build project for the Bridge and Gazebo Replacement for Winnwood Park and Bridge Replacement for Town Hall, in the Town of Addison. The bids will be evaluated as stated in Section "O" of these Instructions to Bidders.
- B. **PROJECT DESCRIPTION:** Gazebo Replacement and Bridge Replacement
- C. **PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. **DOCUMENTS:** Bidding Documents include the Project Manual (consisting of the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Terms and Conditions, Information and Instructions form, Contract Agreement, and Technical Specifications), a Waiver of Lien, Drawings, and Addenda which may be issued by the Town of Addison during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. **EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain firsthand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions; and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Town of Addison, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. **SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Town of Addison seven (7) calendar days prior to the established bid date.
- H. **ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be emailed, faxed or delivered to each person who has been issued a set of

the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, facsimile, email or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.

- I. **COMPLETION TIME:** The completion time of the project will be set through the bidding technique used in the Proposal Form. A more detailed explanation of the bidding technique is given in section O that follows below.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures as shown on the bid tab or they may be deemed informal and may be rejected. In case of discrepancy between the price written in the bid and that given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

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

NOTE: THE SPREADSHEET OPTION IS FOR THE CONVENIENCE OF THE BIDDER. NO WORDING IN THE SPREADSHEET SHALL MODIFY OR AMEND THE WORDING IN THE BID PROPOSAL OR PLANS. THE UNIT PRICE ON THE FORM SHALL BE THE PRICE OF THE ITEM, AND ERRORS THAT MAY BE PRESENT IN THE PRINTOUT WILL NOT BE RECOGNIZED AS AN OPPORTUNITY TO REVISE THE PROPOSAL. THE SUMMARY SHEET INCLUDED IN THIS BID DOCUMENT SHALL BE UTILIZED FOR SUMMARIZING THE BID. THE SPREADSHEET SHALL PRESENT EACH ITEM IN THE ORDER AND NUMBER AS SHOWN IN THE CITY'S PROPOSAL AND BID SCHEDULE FOR THIS PROJECT. THE SPREADSHEET SHALL BE IN A COLUMN FORMAT WITH THE FOLLOWING COLUMNS:

- 1. ITEM NUMBER
- 2. BID QUANTITY
- 3. UNIT OF MEASURE

4. DESCRIPTION OF ITEM
5. UNIT PRICE
6. AMOUNT BID

- K. SUBMITTAL OF BIDS: Sealed proposals, containing one (1) original, three (3) copies and one (1) USB, will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Town of Addison. Bidders shall submit proposals in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the name and address of the bidder. The envelopes shall also be marked with the following project description:

PARKS DEPARTMENT #19-xxx
DESIGN BUILD WINNWOOD PARK GAZEBO / BRIDGE AND
TOWN HALL BRIDGE REPLACEMENT

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

- L. MODIFICATION AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- M. DISQUALIFICATION: The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. SUBMISSION OF POST-BID INFORMATION: Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 2. A list of names of the Subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Town of Addison. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
- O. AWARD: The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities. The Town of Addison Parks Department will select the bidder with the best overall value for the Town. The evaluation committee will be formed by (1) representative from Purchasing Department, (1) representative from the Parks Department, (1) representative from the Design Team and (1) representative from the Town Managers office.

The selected best overall value will be based on the following criteria and the associated value of each:

1. Two references for the General Contractor: Maximum 20 points.
 2. Price of Bid: The Bid will be awarded, and the value paid, to the contractor based on the cumulative costs of the total bid items. Payment will NOT be made based on actual quantities installed. Quantities for the individual unit cost items shown on the bid form and plans are for the Contractor's convenience only. The Contractor is wholly responsible to establish his/her own takeoffs in developing the bid. No change orders will be approved for any item required by the plans and/or specifications on the basis that is not specifically itemized as an estimated quantity, or that the quantity identified on the plans or in the Contractor's own bid form was not accurate. Maximum 50 points.
 3. Experience with Park Projects: Provide a list of park projects that have been completed by the bidding contractor within the last five years. Maximum 20 Points.
 4. Schedule: The contractor is to provide with the bid the number of days construction the project will require before reaching substantial completion. The construction schedule will begin once Notice to Proceed is issued by the Town. Maximum 10 Points
- P. Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by the Standard Specifications for Public Works Construction – North Central Texas, 5th Edition, (hereinafter called SSPWC) Item 104.2 "Change or Modification of Contract". Alternate item samples will be provided to the town at no cost to the town, upon request.
- Q. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within fourteen (14) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.
- R. CONSTRUCTION SCHEDULE: The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed. The date of substantial completion will be set based on the contractor's schedule included in their bid. Substantial completion shall be defined as "A condition that will allow for the safe use of the space with all primary elements of the project being usable and functional"
- S. LIQUIDATED DAMAGES: Monetary damages will be paid to the City (or deducted from outstanding pay applications) in the total of \$200.00 per calendar day for each day past therequired substantial completion date until such time as the project is accepted as "Substantially Complete."
- T. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract AgreementSection.
- U. BONDS: A Bid Bond will be required by the Owner. The Bid Bond shall name the Town of

Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Bid Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.)

- V. **BID SECURITY:** Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price, from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him. Such bid bonds will be returned to the vendor at any time following the bid upon request via email, so long as he has not been notified of the acceptance of his bid.
- W. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- X. **CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are designated on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.
- Y. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 109.5.4 of the SSPWC including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
 - 1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2. A Consent of Surety Company to Final Payment.
 - 3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
 - 4. A one (1) year Maintenance Bond in accordance with Section MB.
- Z. **PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement; performance and payment bonds; proposal; special provisions (or conditions); technical specifications; general provisions; advertisement for bids; project drawings; technical specifications as provided herein; Town of Addison Standard Drawings. This priority list shall take precedence over Item 105.1.1 of the SSPWC.

SECTION PF

PROPOSAL FORM

PROPOSAL FORM

_____, 2017

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

Gentlemen:

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

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

The following pages contain all bid items for:

**BID SCHEDULE 1 – DESIGN BUILD REPLACEMENT OF WINNWOOD PARK GAZEBO / BRIDGE AND
TOWN HALL BRIDGE**

BID FORM**BASE BID**

Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
BASE BID - WINNWOOD PARK						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS			Specs
2	1	LS	DEMOLITION PEDESTRIAN BRIDGE			LA-1
3	1	LS	DEMOLITION GAZEBO			LA-1
4	1	LS	SHOP DRAWINGS BRIDGE			Plans
5	1	LS	SHOP DRAWINGS GAZEBO			Plans
6	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
7	1	LS	GAZEBO MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
8	1	LS	ELECTRICAL CONDUIT AND LIGHTING INSTALLATION			Plans
BASE BID TOTAL IN FIGURES						
BASE BID TOTAL IN WORDS						
ALT. BID ITEM 1- TOWN HALL						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS			Specs
2	1	LS	DEMOLITION BRIDGE			Plans
2	1	LS	SHOP DRAWING BRIDGE			Plans
3	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
ALTERNATE BIDS IN FIGURES						
ALTERNATE BID IN WORDS						

ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR						
OPT A						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2A TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2A TOTAL IN WORDS			
OPT B						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2B TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2B TOTAL IN WORDS			
OPT C						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2C TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2C TOTAL IN WORDS			
CONSTRUCTION TIME FRAME BID						
Contractor is to bid the number of calendar days required to substantially complete the project.			Construction of the project will be substantially completed within _____ calendar days, following the notice to proceed.			

NOTES: 1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

2. Total price must be shown in words and figures on the Bid Form. In the event of discrepancy, the words shall control.
3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

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

Name of Person Signing Bid

Signature of Person Signing Bid

Address

Telephone No.

Fax No.

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

If BIDDER is:

AN INDIVIDUAL

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Seal)
(Firm Name)

_____ (General Partner)

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

SECTION CA

CONTRACT AGREEMENT

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

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

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

DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO AND TOWN HALL BRIDGE REPLACEMENT BID NUMBER 19-200

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

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

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

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

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Wes Pierson, City Manager

By: _____
Irma Parker, City Secretary

(CONTRACTOR)

ATTEST:

By: _____

By: _____

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

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

Signed: _____

Corporate Seal

SECTION PrB

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Addison (hereinafter called the Obligee), in the amount of _____
_____ Dollars (\$_____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2018 to

**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed this instrument this _____ day of _____, 2018.

<p>_____</p>	<p>_____ (Principal)</p>
<p>_____</p>	<p>By: _____</p>
<p>_____</p>	<p>_____ (Surety)</p>
<p>_____</p>	<p>By: _____ (Attorney-in-Fact)</p>

SECTION PyB
PAYMENT BOND

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Addison (hereinafter called the Oblige), in the amount of _____
_____ Dollars (\$_____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 2018 to
**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed this instrument this _____ day of _____, 2018.

<p>_____</p>	<p>_____ (Principal)</p>
<p>_____</p>	<p>By: _____</p>
<p>_____</p>	<p>_____ (Surety)</p>
<p>_____</p>	<p>By: _____ (Attorney-in-Fact)</p>

SECTION MB

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That _____ as principal and _____
_____, a corporation organized under the laws of _____
and _____ as sureties, said sureties being authorized to do business in
the _____

State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Addison,
a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as Addison, Dallas
County, Texas, the sum of

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

This obligation is conditioned, however, that whereas said

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

**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

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

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

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

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

SURETY

PRINCIPAL

 By: _____

By: _____
 Attorney in Fact

ATTEST

By: _____
 Surety

 Secretary

 Agency and Address

NOTE: Date of Maintenance Bond must be same as date of City acceptance.

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

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

and that the contract for the construction of the project, designated as
**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

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

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 2018.

Notary Public in and for

_____ County, Texas

Instructions:

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

SECTION GP

GENERAL PROVISIONS

GENERAL PROVISIONS

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

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SECTION SP

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. **SCOPE OF WORK:** The work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all work appurtenant thereto, the proposed improvements for DESIGN BUILD WINNWOOD PARK GAZEBO / BRIDGE AND TOWN HALL BRIDGE REPLACEMENT

2. **GENERAL:** This work shall conform to the requirements of the specifications and the details as shown on the Drawings. These Contract Documents are intended to be complementary. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; special provisions and special specifications shall govern over both general and standard specifications; and quantities shown on the plans shall govern over those shown in the proposal.

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

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

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

☐ Technical Specifications as Provided
Herein

☐ Town of Addison Standard Details;

The Contractor shall keep copies of applicable specifications on the project site at all times. Where reference is made to specifications compiled by other agencies, organizations or

departments, such specifications referred to are hereby made a part of the project specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective bidders. It shall be the responsibility of the bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered. Some preliminary subsurface exploration has been performed by the Town of Addison and the Engineer, and is provided to the Contractor in these documents. This information is provided only as preliminary and all bids shall be based on information obtained by the Contractor. The Town of Addison and the Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils information that has been prepared by others. They further disclaim responsibility or interpretation of that data by bidders, as in projecting soil bearing values, rock profiles, soils stability and the presence, level and extent of undergroundwater.
6. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this Contract and the Work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. The Contractor shall comply with all federal, state, and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Town of Addison and the Engineer harmless there from.
7. **PERMITS, LICENSES, AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Wherever the Work under this Contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the Work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.
8. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, have been secured for this project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the Work or his operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the Town of Addison, the Engineer and all of their officers, agents, and employees against any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by himself or his employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. All easements shall be cleaned up after use and restored to their original conditions or better.

9. RESTRICTED WORK HOURS: Per the Town of Addison Building Regulations, "It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday. No work is allowed on Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in case of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager."
10. COMPLIANCE WITH IMMIRGRATION LAWS: Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.
11. NON-DISCRIMINATION POLICY: It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and contractors to adhere to this policy.
12. ANTITRUST LAWS: The Contractor hereby assigns to the Town of Addison any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
13. ABANDONMENT: The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Town of Addison. In case of total abandonment of the project, the Contract becomes void. The Town of Addison may abandon portions of the project at any time during the project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the project.
14. DISCREPANCIES: If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Town of Addison and the Engineer in writing, and the Town of Addison and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.
15. PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN: A Storm Water Pollution Prevention Plan (SW3P) will be prepared in accordance with the Texas Pollution Discharge Elimination System, General Permit Number TXR150000 Relating to Discharges From Construction Activities issued by the Texas Commission on Environmental Quality (TCEQ). The SW3P will include the following information as required by the TCEQ Permit: Project description that includes: description of the construction activity; intended schedule or sequence of major soil disturbing activities; number of total areas of the project

area and number of acres where soil will be disturbed; estimate of the runoff coefficient of the site for pre-construction and post-construction conditions; data describing the soil; a general location map; name of the receiving waters at or near the site and a copy of the TPDES General Permit.

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

The Contractor will be required to locate his operation specific items on the site map, such as locations of waste containment, sanitary facilities, equipment storage, fuel storage, off-site materials and batch plants, etc.

For projects where the disturbed area is 1 or more acres and less than 5 acres only a SW3P is required. The Contractor shall prepare a SW3P and submit a Notice of Intent (NOI) as required by the TPDES Permit if the total disturbed area is 5 or more acres.

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

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

16. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than there (3) calendar days prior to the date set for the Bid opening). Answers to all such requests will be e-mailed, faxed, or mailed to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.
17. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the Work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work. Final payment to the construction Contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.
18. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate and for the Contractor's convenience only. Final payment will be based on the lump sum total of the work.

When the quantity of work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the Contract, whether stated by Town

of Addison or by Contractor, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125% of the quantity stated in the Contract.

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

19. **SUBSIDIARY WORK:** Any and all Work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of Work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of work which fall in the category of subsidiary work. Any additional concrete work to make existing piers and abutments suitable for continued use is subsidiary to the project.
20. **QUALIFICATIONS OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
21. **AWARD AND EXECUTION OF CONTRACT:** For the purpose of award, each bid submitted shall consist of a single contractual agreement with inclusion or exclusion of additional alternate items as approved by the Town of Addison.
2. **EXPLANATION OF CONTRACT TIME:** The term "Original Contract Time" as used in this Provision will mean the number of calendar days established by the Contractor for completion of the Work of the Contract on the date the Contract was executed. The term "calendar day" as used in this Provision will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays, or other events as described herein. For purposes of the calculation and determination of entitlement to the incentive payment stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situation as declared by the Town of Addison). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third

parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change order, supplemental agreements, utility conflicts, design changes or defects, extra work, right of way issues, or other situations which are not the fault of or a direct result of Contractor's negligence which may impact the critical path of the project construction schedule, the Town may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

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

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

Should the Contractor fail to complete the Contract on or before the following dates the City of Addison reserves the right to enforce Liquidated Damages:

DESIGN BUILDIN WINNWOOD PARK BRIDGE / GAZEBO AND TOWNHALL BRIDGE CONSTRUCTION:

1. Liquidated Damages of \$200.00 per day shall be applied for any days the project is not substantially complete, in excess of the contractor's bid calendar day construction days included in the bid form.

23. COPIES OF PLANS FURNISHED: Digital Plans shall be furnished to the Contractor, at no charge, for construction purposes. Hard copies are the responsibility of the contractor.
24. PRE-CONSTRUCTION CONFERENCE: The successful Contractor, Engineer, and Town of Addison shall meet for a preconstruction conference before any of the Work begins on this project. At this time, details of sequencing of the work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.
25. MOBILIZATION: The work specified in this item consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, utilities, and other facilities, if necessary, for the construction of proposed improvements. The provisions of TxDOT Standard Specification Item (TxDOT Item) 500 "Mobilization" shall apply.
26. GENERAL SEQUENCE OF CONSTRUCTION: Prior to the start of Work, the Contractor shall develop a detailed construction and sequence of construction schedule using the critical path method, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction access to all existing residences and businesses must be maintained at all times unless otherwise authorized in writing by the Town of Addison. Erosion control devices must be properly installed and maintained during all stages of construction.
27. PROJECT REPRESENTATIVE: The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the project. This individual shall be aware of the day to day activities on the project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members.
28. COORDINATION WITH OTHERS: The Contractor shall coordinate his proposed construction with that of the other contractors that may be working in the immediate vicinity. The Town of Addison and/or the Engineer shall mediate any disputes, and the contractors shall comply with their decisions.
29. INSURANCE: Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of

this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

26 All certificates shall be mailed to Town of Addison, Purchasing Dept., PO Box 9010, Addison, Texas 75001.

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

28 Required limits may be satisfied by any combination of primary, and umbrella liability insurances.

29 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

3.0 All insurance shall be purchased from an insurance company who meets the following requirements:

3.1 Must be issued by a carrier, which is rated "A-" or better by A.M. Best's Key Rating Guide.

3.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

40 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

41 Set forth all endorsements and insurance coverage's according to requirements and instruction contained herein.

42 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.

5.0 Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

30. WORKERS' COMPENSATION INSURANCE COVERAGE:

A. Definitions.

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

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Town of Addison prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Town of Addison, showing that the coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the Town of Addison:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Town of Addison will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
 - (2) no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- G. The Contractor shall notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide Services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a. a certificate of coverage, prior to the other person beginning work on the project; and,
 - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town of Addison that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

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

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

31. **CLEAN AIR ACT AND CLEAN WATER ACT:** Include in all construction contracts exceeding \$100,000, the following requirement: "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations".
32. **RESOLUTION OF DISPUTES:** The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in the laws of the State of Texas.
3. **SHOP DRAWINGS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the

Contract Documents in accordance with Item 105.3 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Town of Addison. Acceptable submittals will be returned as follows:

Two (2) – Town of Addison

One (1) – Contractor

Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable, but digital submittals are encouraged. Shop drawings shall include all items to be installed in the project per the technical specifications.

Shop drawings are required for the Gazebo, Winnwood Bridge and Town Hall Bridge. At a minimum the drawings should include enough information to properly illustrating what the finished product will look like, how the elements will utilize the existing foundations on-site, construction materials utilized and include locations of electrical conduits and lights. Shop drawings must be sealed by a licensed engineer in the state of Texas.

34. **PROJECT VIDEO:** Prior to the start or construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD. The video shall be narrated. The Contractor shall furnish the Town of Addison a copy of the video in DVD format prior to commencement of project. This shall be subsidiary to project.
35. **SAMPLES AND TESTS OF MATERIALS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this project. Samples of all materials for tests shall be taken by the independent lab as necessary. Contractor shall provide access and the materials for testing. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly payrequests.
36. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction work for this project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

If the Specifications, the Town's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Town timely notice of

its readiness for testing, and if the testing is by an authority other than the Town, of the date fixed for such testing. Tests by the Town shall be made promptly, and where practicable at the source of supply.

37. ACCESS ROUTES, PARKING, STAGING AREAS AND STORAGE AREAS: All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences Work on this project. Parking and storage within the residential neighborhood surrounding Winnwood Park is not allowed. All additional parking and storage must be coordinated with the Town of Addison.
38. PROPERTY ACCESS: Access to adjacent properties shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall also maintain sufficient sidewalk access throughout the project limits to the adjacent easement trail.
39. PLANT, PROCEDURE, METHODS AND EQUIPMENT: The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the Work under this contract, subject to the requirements of these specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used.

The Contractor shall so arrange his work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the Work within the period of time as specified in the Construction Agreement.

Where the Work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the Work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED.

Only such materials and equipment as are necessary for the construction of the Work under this contract shall be placed, stored or allowed to occupy any space at the site of the Work.

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

40. PARKING OF CONSTRUCTION EQUIPMENT: At night and during all other periods of time when equipment is not being actively used on the construction work, the Contractor

shall park the equipment in a secured fenced location, or in a designated area in the Town Hall parking lot. The Contractor shall provide adequate barricades, markers and lights to protect the Town of Addison, the Engineer, the public and other work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.

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

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

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

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

43. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of his haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.
4. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the construction of this project prior to beginning his construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by

Contractor's operations.

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

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

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.
- b. After commencing work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.
- c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
- d. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total the cost of all damages which may arise as a result of his operations.
- e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.

48. **MAINTENANCE AND REPAIRS:** The Contractor shall maintain and keep in good repair all work contemplated under these plans, specifications, and drawings which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all work which is necessary for the well being of the general public. In the event the Contractor fails in his obligations to properly maintain the Work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.

49. **PROTECTION OF WORK:** During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor.

All risk of loss or damage to the Work shall be borne solely by the Contractor until final acceptance of all Work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.

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

Temporary fencing should be erected per the drawings during the entire Construction duration.

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

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours' notice in writing to the Contractor, save in cases of emergency, when either case, the cost of such work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

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

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property owner, the Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice under

ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.

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

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

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

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

52. TRAFFIC CONTROL: It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

1. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.
2. The Contractor shall prosecute his work in such a manner as to create a minimum of

interruption to traffic along adjacent roadways.

3. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the project.
4. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, or street name sign or any other sign or signal which currently exists.

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

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

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

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

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

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

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

54. **EXCAVATION SAFETY SYSTEMS:** The work performed under this section of the specifications consists of providing trench safety systems consisting of shoring, sheeting,

trench shield, and/or laid back slopes to meet the trench safety requirements of the Occupational Safety and Health Administration (O.S.H.A.), as required for this project and specified herein.

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

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

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

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

D. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the project. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

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

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

excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

- b. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per Town of Addison Standards for the appropriate pipe size, pipe material, depth and soil condition.
- c. Compaction: All trenches under proposed or existing pavement shall be compacted to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).

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

57. **PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.

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

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

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

- j. All trail and sidewalks shall be staked on 20' centers with 10' offsets.
59. **VENDOR'S CERTIFICATION:** All materials used in construction shall have a vendor's certified test report. Test reports shall be delivered to the Engineer before permission will be granted for use of the material. All vendors' test reports shall be subject to review by the Engineer, and shall be subject to verification by testing of samples of materials as received for use on the project. In the event, additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.
60. **WATER PIPE:** All water mains twelve-inch (12") diameter and smaller shall be ANSI / AWWA C-909 molecularly oriented PVC pressure pipe with cast iron o.d. or when pipe penetrates meter vault walls it shall be ductile iron. Pipe joints shall be rubber ring and integral thickened bell, assembled with a factory supplied lubricant. Water mains shall have a minimum class rating of 150-psi for domestic use and a minimum class rating of 200-psi for fire line applications. Joint material for PVC shall conform to ASTM F471.
61. **WASTEWATER PIPE:** All wastewater main piping shall meet the extra strength requirements of ASTM specification D3034 (SDR-35). Pipe shall have the bell and spigot type joints, consisting of integral wall section with factory installed compression rubber ring gasket, securely locked in bell groove to provide positive seal under all installation conditions. Pipe shall be laid with the bell end on the upstream side.
62. **STORM DRAINAGE PIPE:** All pipe for storm drainage improvements shall be reinforced concrete pipe (RCP), Class III, unless otherwise noted on the plans.
63. **POLYETHYLENE WRAPPING:** All valves, ductile iron pipe, cast iron fittings, and specials, shall be polyethylene wrapped. Payment for the polyethylene wrapping for these components shall be subsidiary to the various items bid for the furnishing and installing pipe complete in place. Polyethylene wrap shall precede blocking.
64. **PIPE CLEANING:** Joints shall be wiped and then inspected for proper installation by the inspectors. Each joint shall be swept daily and kept clean during installation. A temporary night plug shall be installed on all exposed pipe ends during any period of workstoppage.
65. **PLUGS:** Pipe plugs for water and wastewater lines shall be considered incidental and shall not be a separate pay item. Plugs for storm drain lines do have separate pay items established for each size provided and shall be paid for accordingly.
6. **PIPE EMBEDMENT:** All storm drain and utility construction shall be installed with embedment per the details shown on the plans for the appropriate pipe size, pipe material, depth and soil condition unless otherwise directed by the Town of Addison or the Engineer.
67. **NON-METALLIC WATER PIPE DETECTION:** Detectable underground utility warning tapes, which can be located from the surface by a pipe detector, shall be installed directly above non-metallic pipe. The detectable tape shall be "Detect Tape" as manufactured by Allen Systems, Inc. or an approved equal, and shall consist of a minimum thickness of 0.35-mil. solid aluminum foil encased in a protective inert plastic jacket that is impervious to all known alkalis, acids, chemical reagents and solvents found in the soil. The

minimum overall thickness of the tape shall be 5.5-mils. And the width shall not be less than two-inch with a medium unit weight of 2 ½ pounds per inch x 1,000 feet. The tape shall be color coded and imprinted with the messages as follow:

<u>Type of Utility</u>	<u>Color Coded</u>	<u>Legend</u>
Water	Safety Precaution Blue	CAUTION BURIED WATER LINE BELOW
Sanitary	Safety Green	CAUTION BURIED SEWER LINE BELOW

Installation of detectable tapes shall be per manufacturer's recommendations, and shall be as close to the grade as is practical for optimum protection and detectability. Allow a minimum of 18 inches between the tape and the water line.

Payment for detectable tapes shall be included in the linear foot price bid for applicable pipe(s).

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

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

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

69. **WATER FOR CONSTRUCTION:** The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required for construction, including water required for mixing of concrete, temporary offices, sprinkling, testing or flushing. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes. The Town of Addison will furnish water for initial cleaning and sterilization of water lines. All additional water used by the Contractor for compaction or any other purpose incidental to this project may be obtained from existing hydrants along adjacent roadways.

70. **DURING CONSTRUCTION:** During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion

of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hours written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under his contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.

71. CONTRACTOR'S CONTINUING OBLIGATION: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
72. TOPSOILING, FERTILIZING AND SEEDING: This item shall cover the top-soiling, seeding, fertilizing, watering and required maintenance for the grassing of all unpaved areas of the right-of-way and the easements, and all other areas of the project site that have been disturbed by this Contractor's operations including batch plant site, haul roads, etc., excluding building pad sites and lots which will not require seeding and fertilizing. The pay item shall only include that area which is within the right-of-way and the easements. All other disturbed areas requiring seeding and fertilizing shall be considered subsidiary to the cost of the project. Top-soiling and sodding shall be provided in accordance with NCTCOG Items 202.2, 202.4, and 202.6, respectively.
73. IRRIGATION AND SPRINKLER REPAIR: The Contractor shall maintain all existing irrigation systems within the limits of the project during the duration of the Contract. The Contractor shall employ a licensed irrigator who is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid. The Contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at his own cost.
74. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: All work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the work site. Work done without line and grade having been provided; work done beyond the line or not in conformity with the grades shown on the Drawings or as provided; work done without proper inspection; or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and

replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

75. DISPOSITION AND DISPOSAL OF MATERIALS: All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.
76. CLEAN-UP FOR FINAL ACCEPTANCE: The Contractor shall make a final clean-up of all parts of the work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.
77. TV INSPECTION OF WASTEWATER AND STORM DRAIN SYSTEMS: NOT USED
78. STREET LIGHT OPTIONS: NOT USED
79. MATERIALS TO BE FURNISHED BY AT&T: NOT USED
80. RECYCLING OF ASPHALT AND CONCRETE: NOT USED
81. SILICONE JOINT SEALANT: Silicone joint sealant must be used in all instances where joint sealing applies to Portland cement concrete pavement and curbs. Payment for the use of silicone joint sealant throughout this project will in all cases be subsidiary to this contract at no extra payment.
82. TESTING REQUIREMENTS: Testing shall be conducted in accordance with Town of Addison Specifications except as modified in the Special Provisions, Technical Specifications, or as on the plans. The Town of Addison will provide random testing. The Contractor shall coordinate construction with the Town of Addison, and shall provide assistance to the testing labs by providing trench safety, excavation, or other work to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All re-testing shall be at the expense of the Contractor. As a general guide, the Contractor shall be responsible for providing the following tests:
- (1) Density and associated tests on embedment and backfill.
 - (2) Compressive strength tests on concrete.
 - (3) Gradation soil tests on backfill as may be required.
 - (4) Providing test results from manufacturer as specified in Town of Addison Specifications.
83. CLAIMS FOR DAMAGES OR INJURY: If any person files a claim against the Town of Addison or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as its irrevocable Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in

and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own discretion, may terminate this Contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is authorized by Item 109.4. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

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

Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days (30) of its written notice of claim by the Town.

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

84. WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:
 - a. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor's continuing obligations under the Contract Documents.
 - b. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
85. MECHANICS AND MATERIALMEN'S LIEN: The Contractor shall be required to execute a release of mechanics and materialmen's liens upon receipt of payment.
86. CONTRACTOR'S AFFIDAVIT OF BILLS PAID: The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.
87. PRODUCT RECORD DOCUMENTS: The Contractor shall maintain record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

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

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

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

applicable:

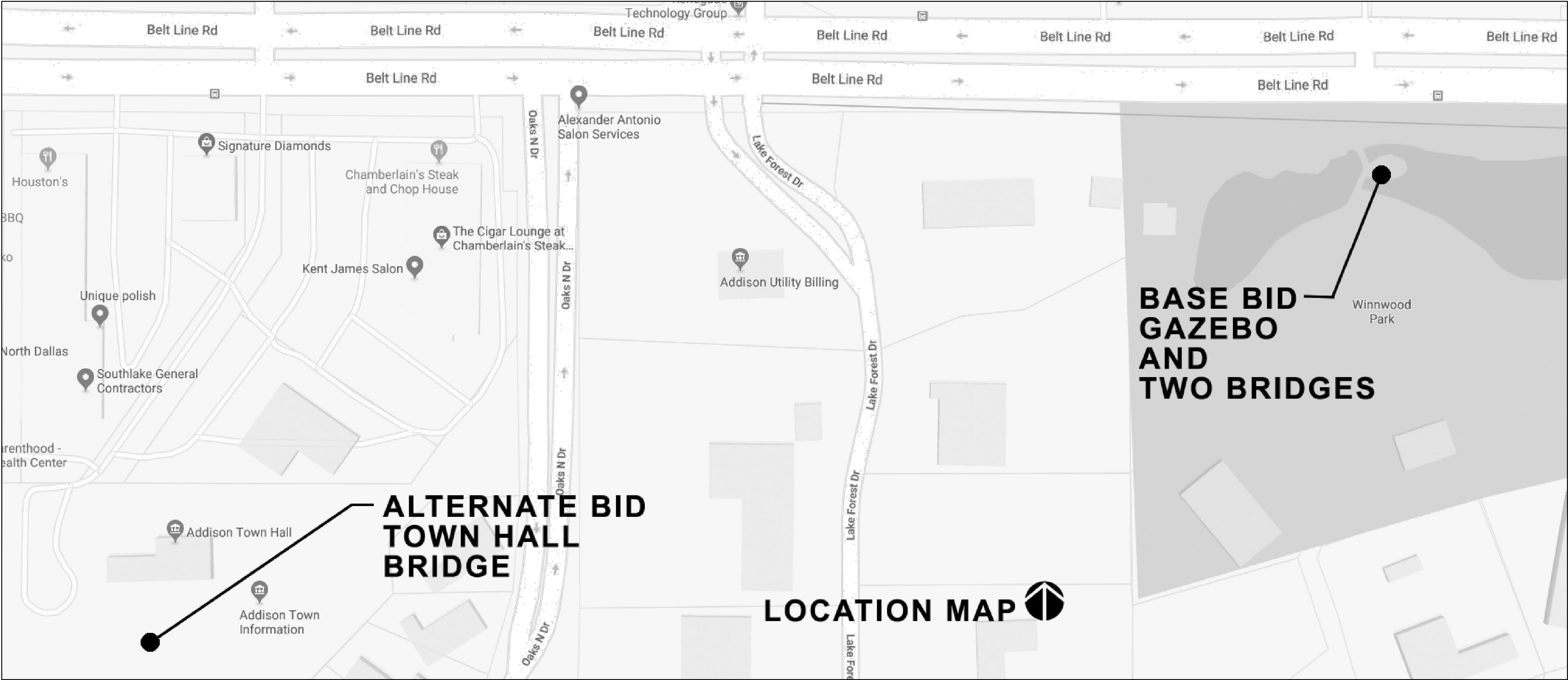
- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract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

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

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

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

8. TOWN OF ADDISON APPROVAL: This project is subject to a final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town's satisfaction and as-built drawings are given to the Town of Addison.
89. USE OF EXPLOSIVES: The use of explosives by the Contractor to complete the Work shall be prohibited.
90. POWER FOR CONSTRUCTION: The Contractor shall contract with the local power provider and make the necessary arrangements for securing power required for construction, including power required for temporary offices. There will be no separate pay item for connection into the existing power system or power required for construction purposes.
91. BID ITEMS/REFERENCE SPECIFICATIONS: The requirements of NCTCOG standard specifications for Public Works construction 5th Edition dated 2017, and supplemental specification sections provided herein shall apply as described.



DESIGN-BUILD NOTES:

- DRAWINGS, NOTES OR SPECIFICATIONS RELATING TO THE BRIDGES, GAZEBO, FOUNDATIONS AND ASSOCIATED ELECTRICAL/STRUCTURAL ENGINEERING ARE INTENDED TO PROVIDE THE PARAMETERS FOR A DESIGN-BUILD PROPOSAL BY THE BIDDING CONTRACTOR. THE PRICE PROVIDED ON THE BID FORMS MUST INCLUDE ANY AND ALL MATERIALS AND LABOR TO MEET THE DESIGN INTENT. CONTRACTOR'S PRICE MUST BE COMPREHENSIVE & CONTAIN AT LEAST THE FOLLOWING MAJOR ITEMS AND THEIR ASSOCIATED PIECES....
1) BASE BID - WINNWOOD PARK GAZEBO & BRIDGES
2) ALTERNATIVE BID - TOWN HALL BRIDGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, LAWS, REGULATIONS, AND ORDINANCES WITHIN THE GOVERNING JURISDICTION OF THE PROJECTS. INSTALLING CONTRACTOR IS ALSO RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH THE TOWN OF ADDISON DESIGN GUIDELINES AND CONSTRUCTION STANDARDS WHERE APPLICABLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR ALL WORK SHOWN ON THE DRAWINGS PRIOR TO THE START OF ANY CONSTRUCTION. ANY AND ALL ASSOCIATED COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS STATED OTHERWISE IN THE CONTRACT DOCUMENTS.
- ANY DEVIATIONS FROM THE PLANS AND SPECIFICATIONS SHALL BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE IN WRITING PRIOR TO PROCEEDING WITH INSTALLATION.
- TOWN OF ADDISON WILL MAKE THE SITES AVAILABLE TO ALL BIDDERS FOR INSPECTION.

BASE BID VS. ALTERNATE:

- THE CONTRACTOR SHALL INCLUDE IN THEIR PRICING ALL COST OF ANY TYPE NECESSARY TO COMPLETE THE BASE BID AND ALTERNATE AS A TURN-KEY SOLUTION MEETING THE DESIGN INTENT OF THE DRAWINGS AND REQUIREMENTS OF THESE DOCUMENTS.
- INTENT OF BASE BID IS TO PROVIDE AN AFFORDABLE SOLUTION. AN ADD-ALTERNATE SHALL BE ACCEPTED IF THE BASE BID IS WITHIN TOWN OF ADDISON BUDGET.

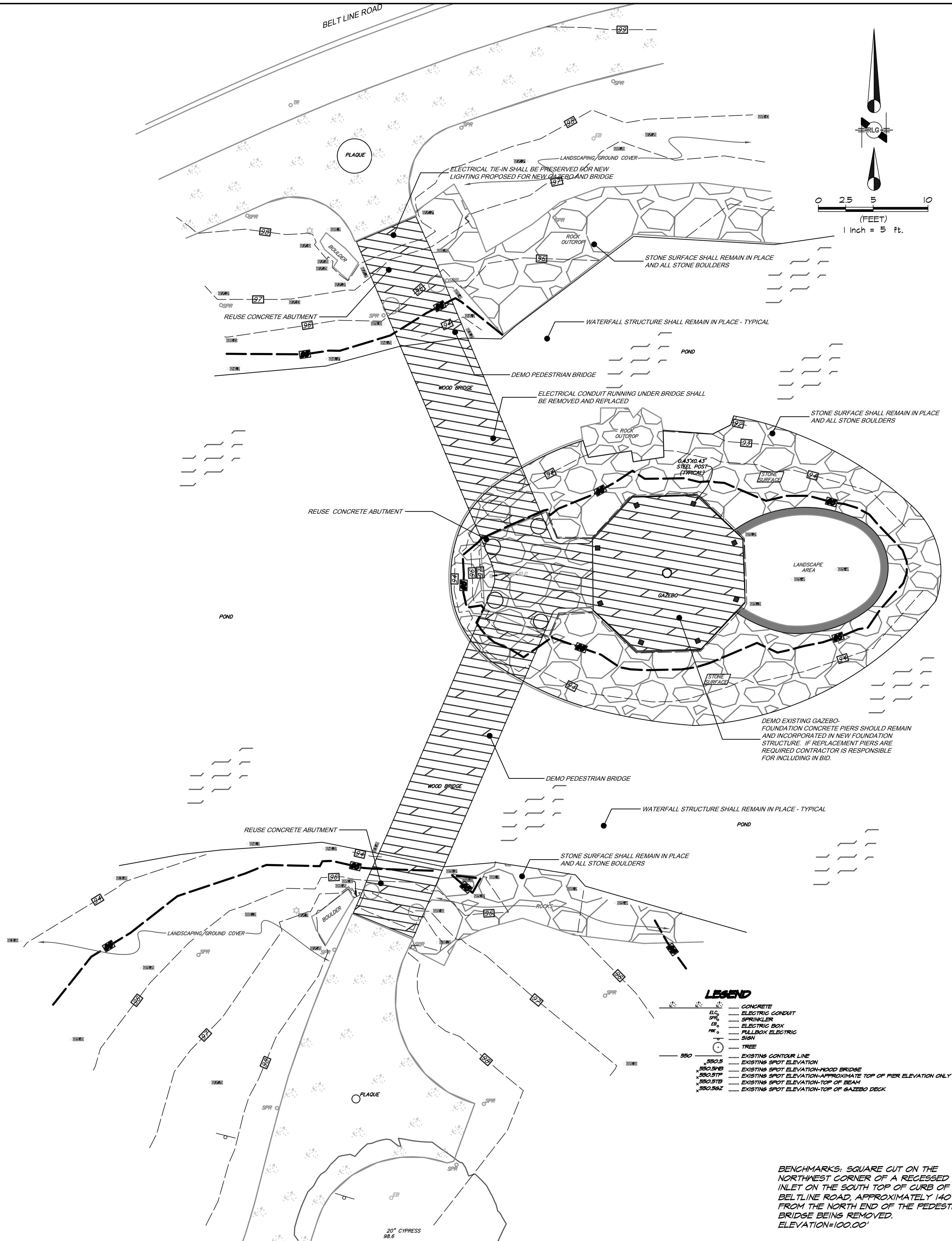
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- LA-4 LAYOUT PLAN - TOWN HALL
- LA-5 BRIDGE DETAILS - WINNWOOD PARK
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WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
REPLACEMENT DESIGN BUILD PROJECT

COVER SHEET
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET	COVER
JOB NO.	00000	E-FILE	00000	COVER FILE-NO.



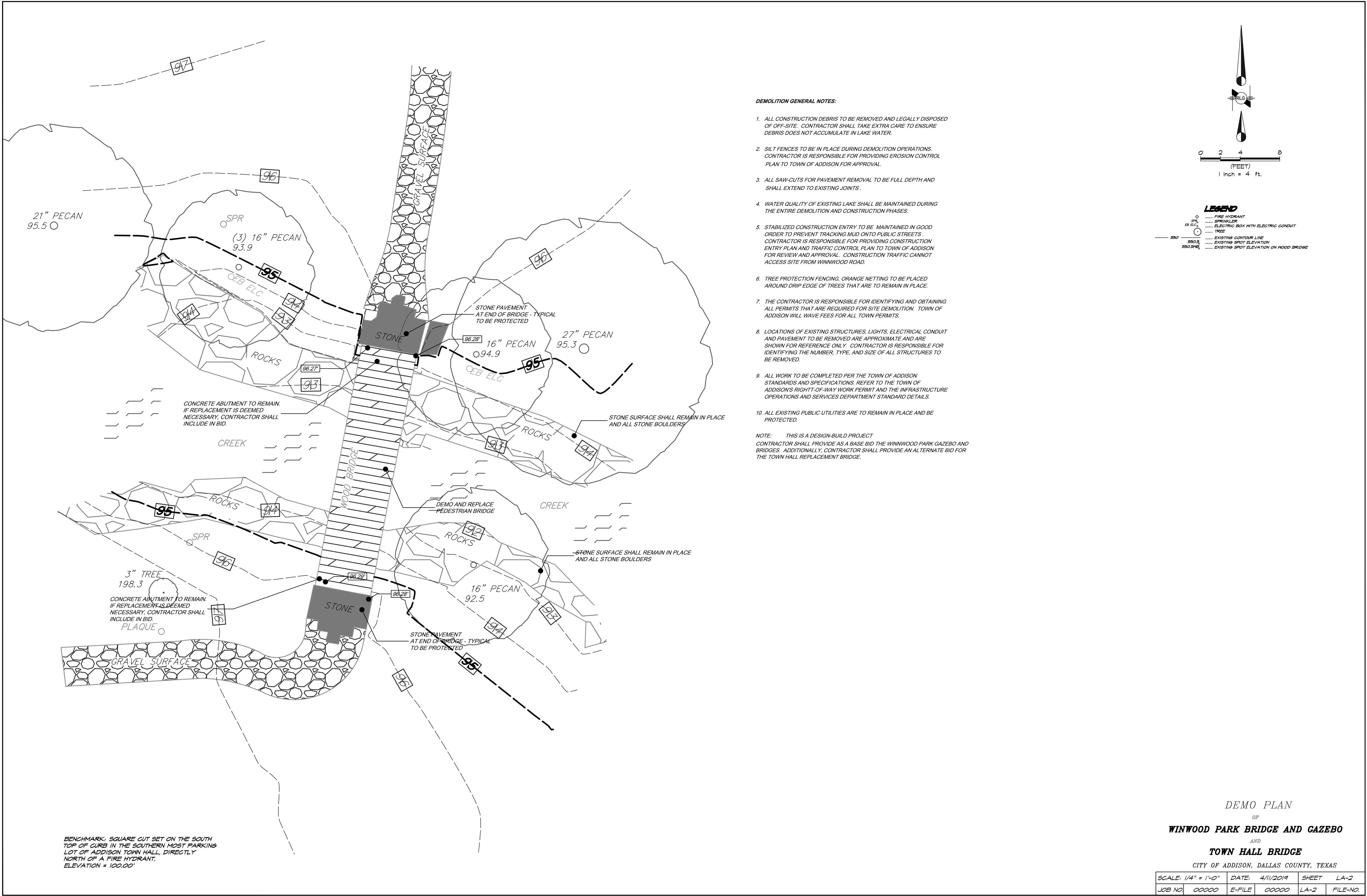
DEMOLITION GENERAL NOTES:

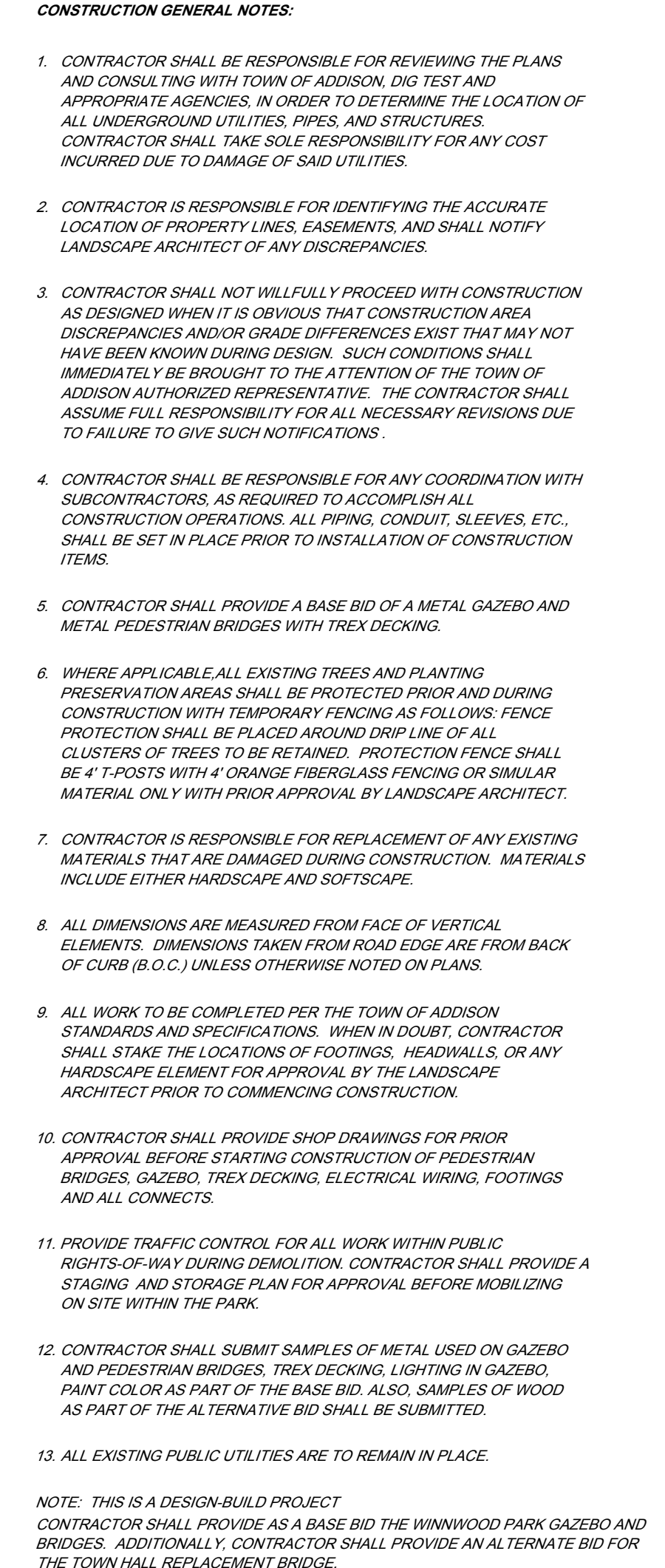
1. ALL CONSTRUCTION DEBRIS TO BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE. CONTRACTOR SHALL TAKE EXTRA CARE TO ENSURE DEBRIS DOES NOT ACCUMULATE IN LAKE WATER.
2. SILT FENCES TO BE IN PLACE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION CONTROL PLAN TO TOWN OF ADDISON FOR APPROVAL.
3. ALL SAW-CUTS FOR PAVEMENT REMOVAL TO BE FULL DEPTH AND SHALL EXTEND TO EXISTING JOINTS.
4. WATER QUALITY OF EXISTING LAKE SHALL BE MAINTAINED DURING THE ENTIRE DEMOLITION AND CONSTRUCTION PHASES.
5. STABILIZED CONSTRUCTION ENTRY TO BE MAINTAINED IN GOOD ORDER TO PREVENT TRACKING MUD ONTO PUBLIC STREETS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION ENTRY PLAN AND TRAFFIC CONTROL PLAN TO TOWN OF ADDISON FOR REVIEW AND APPROVAL. CONSTRUCTION TRAFFIC CANNOT ACCESS SITE FROM WINNWOOD ROAD.
6. TREE PROTECTION FENCING, ORANGE NETTING TO BE PLACED AROUND DRIP EDGE OF TREES THAT ARE TO REMAIN IN PLACE.
7. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND OBTAINING ALL PERMITS THAT ARE REQUIRED FOR SITE DEMOLITION. TOWN OF ADDISON WILL WAVE FEES FOR ALL TOWN PERMITS.
8. LOCATIONS OF EXISTING STRUCTURES, LIGHTS, ELECTRICAL CONDUIT AND PAVEMENT TO BE REMOVED ARE APPROXIMATE AND ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE NUMBER, TYPE, AND SIZE OF ALL STRUCTURES TO BE REMOVED.
9. ALL WORK TO BE COMPLETED PER THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS. REFER TO THE TOWN OF ADDISON'S RIGHT-OF-WAY WORK PERMIT AND THE INFRASTRUCTURE OPERATIONS AND SERVICES DEPARTMENT STANDARD DETAILS.
10. ALL EXISTING PUBLIC UTILITIES ARE TO REMAIN IN PLACE AND BE PROTECTED.

NOTE: THIS IS A DESIGN-BUILD PROJECT. CONTRACTOR SHALL PROVIDE AS A BASE BID THE WINNWOOD PARK GAZEBO AND BRIDGES. ADDITIONALLY, CONTRACTOR SHALL PROVIDE AN ALTERNATE BID FOR THE TOWN HALL REPLACEMENT BRIDGE.

DEMO PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

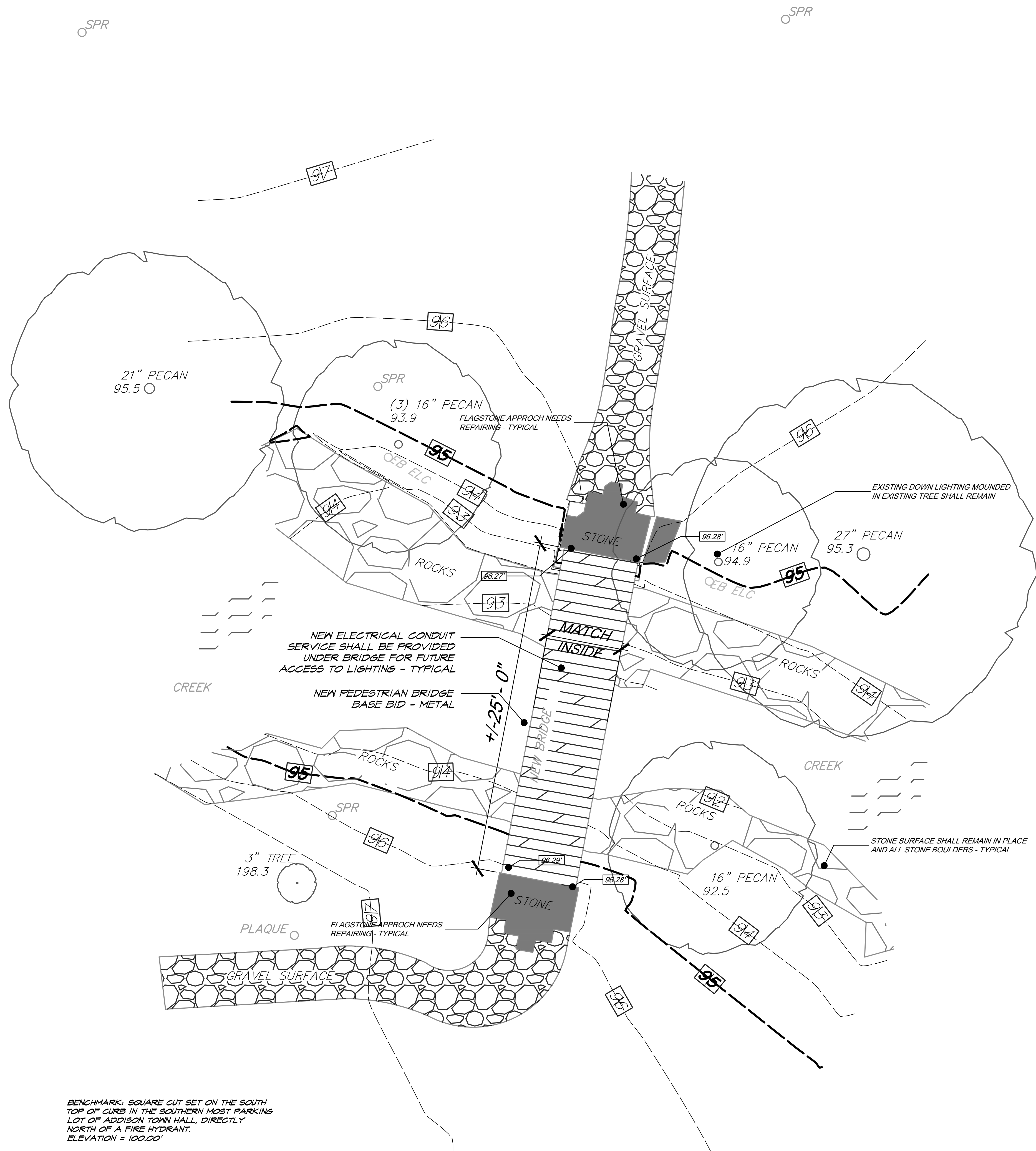
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LAYOUT PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE

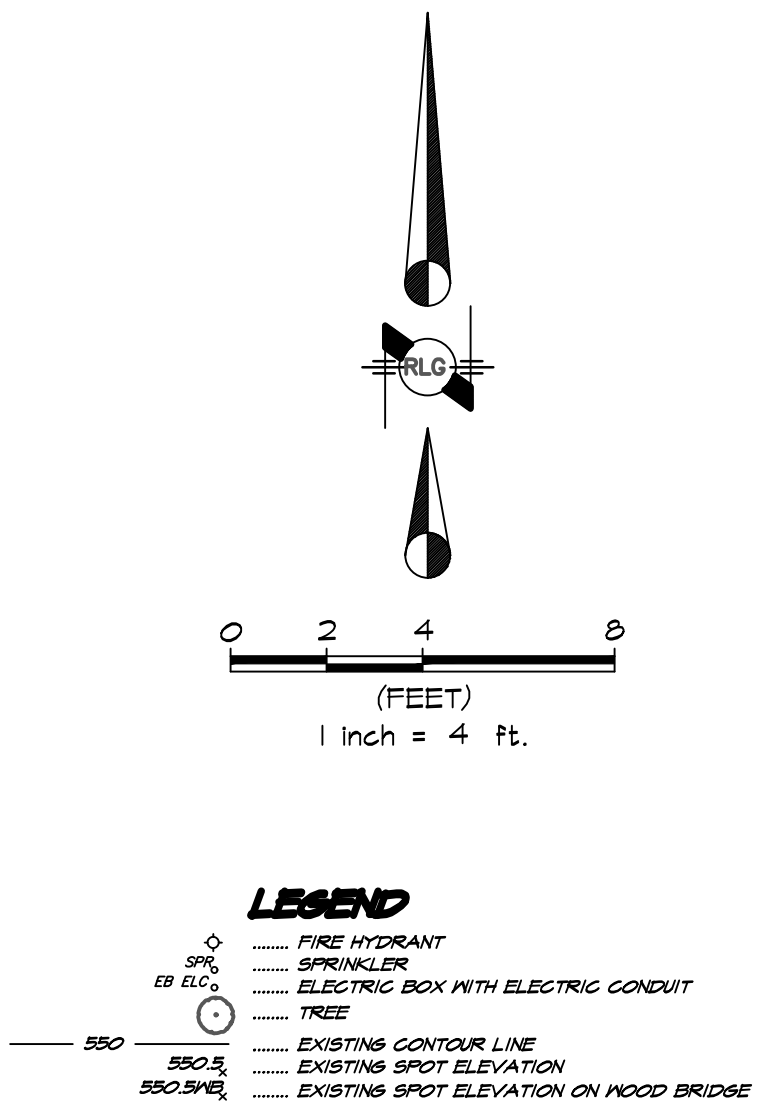
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CONSTRUCTION GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE PLANS AND CONSULTING WITH TOWN OF ADDISON, DIG TEST AND APPROPRIATE AGENCIES, IN ORDER TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
2. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE ACCURATE LOCATION OF PROPERTY LINES, EASEMENTS, AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT CONSTRUCTION AREA DISCREPANCIES AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE TOWN OF ADDISON AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS, AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS, ALL PIPING, CONDUIT, SLEEVES, ETC., SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.
5. CONTRACTOR SHALL PROVIDE A BASE BID OF A METAL GAZEBO AND METAL PEDESTRIAN BRIDGES WITH TREX DECKING.
6. WHERE APPLICABLE ALL EXISTING TREES AND PLANTING PRESERVATION AREAS SHALL BE PROTECTED PRIOR AND DURING CONSTRUCTION WITH TEMPORARY FENCING AS FOLLOWS: FENCE PROTECTION SHALL BE PLACED AROUND DRIP LINE OF ALL CLUSTERS OF TREES TO BE RETAINED. PROTECTION FENCE SHALL BE 4" T-POSTS WITH 4" ORANGE FIBERGLASS FENCING OR SIMILAR MATERIAL ONLY WITH PRIOR APPROVAL BY LANDSCAPE ARCHITECT.
7. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION. MATERIALS INCLUDE EITHER HARDSCAPE AND SOFTSCAPE.
8. ALL DIMENSIONS ARE MEASURED FROM FACE OF VERTICAL ELEMENTS. DIMENSIONS TAKEN FROM ROAD EDGE ARE FROM BACK OF CURB (B.O.C.) UNLESS OTHERWISE NOTED ON PLANS.
9. ALL WORK TO BE COMPLETED PER THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS. WHEN IN DOUBT, CONTRACTOR SHALL STAKE THE LOCATIONS OF FOOTINGS, HEADWALLS, OR ANY HARDSCAPE ELEMENT FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR PRIOR APPROVAL BEFORE STARTING CONSTRUCTION OF PEDESTRIAN BRIDGES, GAZEBO, TREX DECKING, ELECTRICAL WIRING, FOOTINGS AND ALL CONNECTIONS.
11. PROVIDE TRAFFIC CONTROL FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY DURING DEMOLITION. CONTRACTOR SHALL PROVIDE A SIGHTING AND STORAGE PLAN FOR APPROVAL BEFORE MOBILIZING ON SITE WITHIN THE PARK.
12. CONTRACTOR SHALL SUBMIT SAMPLES OF METAL USED ON GAZEBO AND PEDESTRIAN BRIDGES, TREX DECKING, LIGHTING IN GAZEBO, PAINT COLOR AS PART OF THE BASE BID. ALSO, SAMPLES OF WOOD AS PART OF THE ALTERNATIVE BID SHALL BE SUBMITTED.
13. ALL EXISTING PUBLIC UTILITIES ARE TO REMAIN IN PLACE.

NOTE: THIS IS A DESIGN-BUILD PROJECT
CONTRACTOR SHALL PROVIDE AS A BASE BID THE WINNWOOD PARK GAZEBO AND BRIDGES. ADDITIONALLY, CONTRACTOR SHALL PROVIDE AN ALTERNATE BID FOR THE TOWN HALL REPLACEMENT BRIDGE.



LAYOUT PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE

CITY OF ADDISON, DALLAS COUNTY, TEXAS					
SCALE: 1/4" = 1'-0"		DATE: 4/11/2019		SHEET LA-4	
JOB NO.	000000	E-FILE	000000	LA-4	FILE-NO.

BRIDGE SPECIFICATIONS				
1.0 GENERAL				
NOTE: CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ENTIRE PROJECT FOR APPROVAL, PRIOR TO STARTING MANUFACTURING AND CONSTRUCTION OF THE SELECTED BID ITEMS.				
1.1 SCOPE				
THESE SPECIFICATIONS ARE FOR A FULLY ENGINEERED CLEAR SPAN BRIDGE OF STEEL CONSTRUCTION AND SHALL BE REGARDED AS MINIMUM STANDARDS FOR DESIGN AND CONSTRUCTION. THESE SPECIFICATIONS ARE BASED ON PRODUCTS DESIGNED AND MANUFACTURED BY CONTECH BRIDGE SOLUTIONS A CONTINENTAL BRIDGE BRAND, 8301 STATE HIGHWAY 29 NORTH, ALEXANDRIA, MN 56308. REFER TO THE TRUSS DETAILS IN THE PROJECT PLANS FOR ADDITIONAL GENERAL NOTES.				
1.2 QUALIFIED SUPPLIERS				
CONTECH ENGINEERED SOLUTIONS IS THE PRE-APPROVED MANUFACTURER OF CHOICE FOR THIS PROJECT. CONTECH'S LOCAL BRIDGE CONSULTANT IS: BRIAN LOPAS, BLOPAS@CONTECHES.COM, 214-316-3954.				
EACH BIDDER IS REQUIRED TO IDENTIFY THEIR INTENDED BRIDGE SUPPLIER AS PART OF THE BID SUBMITTAL. QUALIFIED SUPPLIERS MUST HAVE AT LEAST 5 YEARS EXPERIENCE FABRICATING THESE TYPE STRUCTURES.				
PRE-APPROVED MANUFACTURERS:				
CONTECH ENGINEERED SOLUTIONS, LLC 8301 STATE HIGHWAY 29 NORTH ALEXANDRIA, MINNESOTA 56308 1-800-328-2047				
SUPPLIERS OTHER THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THE ENGINEER OR OWNER'S AGENT EVALUATES THE PROPOSED SUPPLIER AND APPROVES THE SUPPLIER 5 DAYS PRIOR TO BID.				
THE CONTRACTOR MUST PROVIDE THE FOLLOWING DOCUMENTATION, FOR ANY PROPOSED SUPPLIER WHO IS NOT PRE-APPROVED, AT LEAST 10 DAYS PRIOR TO BID:				
* PRODUCT LITERATURE				
* ALL DOCUMENTATION TO INSURE THE PROPOSED SUBSTITUTION WILL BE IN COMPLIANCE WITH THESE SPECIFICATIONS. THIS SHALL INCLUDE:				
- REPRESENTATIVE DESIGN CALCULATIONS				
- REPRESENTATIVE DRAWINGS				
- SPLICING AND ERECTION PROCEDURES				
- WARRANTY INFORMATION				
- INSPECTION AND MAINTENANCE PROCEDURES				
- AISC SHOP CERTIFICATION				
- WELDER QUALIFICATIONS				
* PROPOSED SUPPLIERS MUST HAVE AT LEAST FIVE (5) YEARS EXPERIENCE DESIGNING AND FABRICATING THESE TYPE STRUCTURES AND A MINIMUM OF FIVE (5) SUCCESSFUL BRIDGE PROJECTS, OF SIMILAR CONSTRUCTION, EACH OF WHICH HAS BEEN IN SERVICE AT LEAST THREE (3) YEARS. LIST THE LOCATION, BRIDGE SIZE, OWNER, AND A CONTACT FOR REFERENCE FOR EACH PROJECT.				
THE ENGINEER WILL EVALUATE AND VERIFY THE ACCURACY OF THE SUBMITTAL PRIOR TO BID. IF THE ENGINEER DETERMINES THAT THE QUALIFYING CRITERIA HAVE NOT BEEN MET, THE CONTRACTOR'S PROPOSED SUPPLIER SHALL BE REJECTED. THE ENGINEER'S RULING SHALL BE FINAL.				
1. THE MANUFACTURER MUST BE IN ATTENDANCE AT THE PROJECT PRE-BID MEETING IF ONE IS HELD.				
2. THE MANUFACTURER MUST DIRECTLY EMPLOY AT LEAST TWO (2) REGISTERED PROFESSIONAL ENGINEERS IN THE STATE OF TEXAS WITH AT LEAST 10 YEARS OF EXPERIENCE DEDICATED TO THESE TYPES OF STRUCTURES. THE MANUFACTURER MUST SUPPLY THE NAMES AND P.E. LICENSE NUMBERS AND DATES OF HIRE PRIOR TO BID.				
3. THE MANUFACTURER SHALL PROVIDE A DIRECT EMPLOYEE FOR TECHNICAL INSTRUCTION AND ON-SITE TECHNICAL CONSULTATION TO THE CONTRACTOR DURING THE INSTALLATION AND/OR SETTING OF THE TRUSS ELEMENTS.				
2.0 GENERAL FEATURES OF DESIGN				
2.1 SPAN				
BRIDGE SPAN SHALL MATCH EXISTING SPANS (STRAIGHT LINE DIMENSION) AND SHALL BE AS MEASURED FROM EACH END OF THE BRIDGE STRUCTURE.				
2.2 WIDTH				
BRIDGE WIDTH SHALL MATCH EXISTING SPANS AND SHALL BE AS MEASURED FROM THE INSIDE FACE OF STRUCTURAL ELEMENTS AT DECK LEVEL.				
2.3 BRIDGE SYSTEM TYPE				
BRIDGE(S) SHALL BE DESIGNED AS A CONTINENTAL CONNECTOR TRUSS (P-I-SO) (OR EQUAL), THAT HAS ONE (1) DIAGONAL PER PANEL AND PLUMB END VERTICAL MEMBERS. INTERIOR VERTICAL MEMBERS MAY BE EITHER PLUMB OR PERPENDICULAR TO THE CHORD FACES.				
BRIDGE(S) SHALL BE DESIGNED UTILIZING AN UNDERHUNG FLOOR BEAM (TOP OF FLOOR BEAM WELDED TO THE BOTTOM OF THE BOTTOM CHORD).				
THE TOP OF THE TOP CHORD SHALL NOT BE LESS THAN 54 INCHES ABOVE THE DECK (MEASURED FROM THE HIGH POINT OF THE RIDING SURFACE) ON BIKE PATH STRUCTURES.				
2.4 MEMBER COMPONENTS				
ALL MEMBERS OF THE VERTICAL, TRUSSES (TOP AND BOTTOM CHORDS, VERTICALS, AND DIAGONALS) SHALL BE FABRICATED FROM SQUARE AND/OR RECTANGULAR STRUCTURAL STEEL TUBING. OTHER STRUCTURAL MEMBERS AND BRACING SHALL BE FABRICATED FROM STRUCTURAL STEEL SHAPES OR SQUARE AND RECTANGULAR STRUCTURAL STEEL TUBING.				
UNLESS THE FLOOR AND FASTENINGS ARE SPECIFICALLY DESIGNED TO PROVIDE ADEQUATE LATERAL SUPPORT TO THE TOP FLANGE OF OPEN SHAPE STRINGERS (W-SHAPES OR CHANNELS), A MINIMUM OF ONE STIFFENER SHALL BE PROVIDED IN EACH STRINGER AT EVERY FLOOR BEAM LOCATION.				
2.5 ATTACHMENTS				
2.5.1 SAFETY RAILS				
HORIZONTAL SAFETY RAILS SHALL BE PLACED ON THE STRUCTURE UP TO A MINIMUM HEIGHT OF X-XX ABOVE THE DECK SURFACE. SAFETY RAILS SHALL BE PLACED SO AS TO PREVENT A 4 SPHERE FROM PASSING THROUGH THE TRUSS. SAFETY RAILS SHALL BE PLACED ON THE INSIDE OR OUTSIDE OF THE STRUCTURE AT THE BRIDGE FABRICATOR'S OPTION. SAFETY RAILS PLACED ON THE INSIDE OF THE TRUSS SHALL HAVE THEIR ENDS SEALED AND GROUND SMOOTH SO AS TO PRODUCE NO SHARP EDGES.				
THE SAFETY RAIL SYSTEM SHALL BE DESIGNED FOR AN INFILL LOADING OF 200 POUNDS, APPLIED HORIZONTALLY AT RIGHT ANGLES, TO A ONE SQUARE FOOT AREA AT ANY POINT IN THE SYSTEM.				
2.5.3 TOE PLATE				
THE BRIDGE SHALL BE SUPPLIED WITH A REMOVABLE TOE PLATE MOUNTED TO THE INSIDE FACE OF BOTH TRUSSES. THE TOE PLATE SHALL BE A MINIMUM OF 4 INCHES HIGH. TOE PLATING WILL BE ATTACHED TO THE TRUSS MEMBERS AT A HEIGHT ADEQUATE TO PROVIDE A 2" GAP BETWEEN THE BOTTOM OF THE PLATE AND THE TOP OF THE DECK OR THE TOP OF THE BOTTOM CHORD, WHICHEVER IS HIGHER. THE SPAN OF UNSTIFFENED FLAT TOE PLATING (FROM CENTER TO CENTER OF SUPPORTS) SHALL NOT EXCEED 5-8.				
2.5.5 RUBRAILS				
THE BRIDGE WILL BE SUPPLIED WITH A 1'X5'-1/2" (ACTUAL SIZE) NATURALLY DURABLE HARDWOOD (P.E. TAGEBUA SPP LAPACHO GROUP) RUBRAIL. RUBRAIL SHALL BE PARTIALLY AIR DRIED TO A MOISTURE CONTENT OF 15% TO 20%, SHALL BE SUPPLIED S4S (SURFACED FOUR SIDES), E4E (EASED FOUR EDGES), WITH THE EDGES EASED TO A RADIUS OF 1/8". MEASURED AT 30% MOISTURE CONTENT, THE WIDTH AND THICKNESS SHALL NOT VARY FROM SPECIFIED DIMENSIONS BY MORE THAN 0.04 INCHES. ENDS OF EACH PIECE SHALL BE SEALED WITH 'ANCHORSEAL' MOBIL CER-M OR AN EQUAL AQUIOUS WAX LOG SEALER.				
RUBRAILS SHALL BE ATTACHED FLUSH TO THE INSIDE FACE OF THE BRIDGE TRUSS VERTICALS AND FASTENED WITH TWO CARRIAGE BOLTS AT EACH SUPPORT LOCATION. THE SPAN OF THE RUBRAIL FROM CENTERLINE TO CENTERLINE OF SUPPORT SHALL NOT EXCEED 6-6.				
THE TOP OF THE RUBRAIL SHALL BE X-XX ABOVE THE TOP OF THE DECK (MEASURED AT THE OUTSIDE EDGE OF THE DECK).				
2.6 CAMBER				
THE BRIDGE SHALL HAVE A VERTICAL CAMBER DIMENSION AT MIDSPAN EQUAL TO 100% OF THE FULL DEAD LOAD DEFLECTION PLUS 1% OF THE FULL LENGTH OF THE BRIDGE.				
2.7 ELEVATION DIFFERENCE				
THE BRIDGE ABUTMENTS SHALL BE CONSTRUCTED AT THE SAME ELEVATION ON BOTH ENDS OF THE BRIDGE.				
3.1. ENGINEERING				
STRUCTURAL DESIGN OF THE BRIDGE STRUCTURE(S) SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER AND DONE IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRACTICES AND PRINCIPLES. THE ENGINEER SHALL BE LICENSED TO PRACTICE IN THE STATE OF TEXAS.				
3.1 DESIGN LOADS				
IN CONSIDERING DESIGN AND FABRICATION ISSUES, THIS STRUCTURE SHALL BE ASSUMED TO BE STATICALLY LOADED. NO DYNAMIC ANALYSIS SHALL BE REQUIRED NOR SHALL FABRICATION ISSUES TYPICALLY CONSIDERED FOR DYNAMICALLY LOADED STRUCTURES BE CONSIDERED FOR THIS BRIDGE.				
3.1.1 DEAD LOAD				
THE BRIDGE STRUCTURE DESIGN SHALL CONSIDER ITS OWN DEAD LOAD (SUPERSTRUCTURE AND ORIGINAL DECKING), AS WELL AS THE ADDITIONAL LOADS LISTED BELOW:				
3.1.2 UNIFORM LIVE LOAD				
3.1.2.1 PEDESTRIAN LIVE LOAD				
MAIN MEMBERS: MAIN SUPPORTING MEMBERS, INCLUDING GIRDERS, TRUSSES AND ARCHES SHALL BE DESIGNED FOR A PEDESTRIAN LIVE LOAD OF 90 POUNDS PER SQUARE FOOT OF BRIDGE WALKWAY AREA.				
3.1.3 CONCENTRATED LOADS				
THE BRIDGE SUPERSTRUCTURE, FLOOR SYSTEM AND DECKING SHALL BE DESIGNED FOR EACH OF THE FOLLOWING POINT LOAD CONDITIONS:				
3.1.3.1 A CONCENTRATED LOAD OF 1000 POUNDS PLACED ON ANY AREA 2.5 FT X 2.5 FT SQUARE.				
3.1.3.2 A 1200 POUND TWO WHEEL VEHICLE WITH A WHEELBASE AND TIRE PRINT AREA AS SHOWN IN THE FOLLOWING DIAGRAM:				
3.1.3.3 A 10,000 POUND (4-5)FOUR WHEELED VEHICLE WITH THE APPROPRIATE WHEELBASE, TIRE TRACK AND TIRE PRINT AREA AS SHOWN IN THE FOLLOWING DIAGRAM. (SEE TABLE I FOR THE VALUES CORRESPONDING TO THE SELECTED VEHICLE.)				
THE DEFLECTION OF THE FLOOR SYSTEM MEMBERS (FLOOR BEAMS AND STRINGERS) DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/360 OF THEIR RESPECTIVE SPANS.				
THE SERVICE PEDESTRIAN LIVE LOAD SHALL BE 85 PSF, REDUCED IN ACCORDANCE WITH SECTION 3.1.2.1, BUT SHOULD IN NO CASE BE LESS THAN 85 PSF FOR DEFLECTION CHECKS.				
DEFLECTION LIMITS DUE TO OCCASIONAL VEHICULAR TRAFFIC SHALL NOT BE CONSIDERED.				
3.2.1.2 HORIZONTAL DEFLECTION				
THE HORIZONTAL DEFLECTION OF THE STRUCTURE DUE TO LATERAL WIND LOADS SHALL NOT EXCEED 1/500 OF THE SPAN UNDER AN 85 MPH (25 PSF) WIND LOAD.				
3.2.2 MINIMUM THICKNESS OF METAL				
THE MINIMUM THICKNESS OF ALL STRUCTURAL STEEL MEMBERS SHALL BE 1/4" NOMINAL AND BE IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTIONS' "STANDARD MILL PRACTICE GUIDELINES". FOR ASTM A500 AND ASTM A407 TUBING, THE SECTION PROPERTIES USED FOR DESIGN SHALL BE PER THE STEEL TUBE INSTITUTE OF NORTH AMERICA'S HOLLOW STRUCTURAL SECTIONS 'DIMENSIONS AND SECTION PROPERTIES'.				
3.3 GOVERNING DESIGN CODES / REFERENCES				
STRUCTURAL MEMBERS SHALL BE DESIGNED IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRACTICES AND PRINCIPLES AS FOLLOWS:				
3.3.1 STRUCTURAL STEEL DESIGN				
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).				
DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO DESIGN GUIDE FOR PEDESTRIAN BRIDGES, LRFD.				
3.3.2 WELDED TUBULAR CONNECTIONS				
AMERICAN NATIONAL STANDARDS INSTITUTE / AMERICAN WELDING SOCIETY (ANSI/AWS) AND THE CANADIAN INSTITUTE OF STEEL CONSTRUCTION (CISC).				
ALL WELDED TUBULAR CONNECTIONS SHALL BE CHECKED, WHEN WITHIN APPLICABLE LIMITS, FOR THE LIMITING FAILURE MODES OUTLINED IN THE ANSII/AWS D1.1 STRUCTURAL WELDING CODE OR IN ACCORDANCE WITH THE "DESIGN GUIDE FOR HOLLOW STRUCTURAL SECTION CONNECTIONS" AS PUBLISHED BY THE CANADIAN INSTITUTE OF STEEL CONSTRUCTION (CISC).				
WHEN OUTSIDE THE "VALIDITY RANGE" DEFINED IN THESE DESIGN GUIDELINES, THE FOLLOWING LIMIT STATES OR FAILURE MODES MUST BE CHECKED:				
* CHORD FACE PLASTIFICATION				
* PUNCHING SHEAR (THROUGH MAIN MEMBER FACE)				
* MATERIAL FAILURE				
- TENSION FAILURE OF THE WEB MEMBER				
- LOCAL BUCKLING OF A COMPRESSION WEB MEMBER				
* WELD FAILURE				
- ALLOWABLE STRESS BASED ON "EFFECTIVE LENGTHS"				
- "ULTIMATE" CAPACITY				
* LOCAL BUCKLING OF A MAIN MEMBER FACE				
* MAIN MEMBER FAILURE:				
- WEB OR SIDEWALL YIELDING				
- WEB OR SIDEWALL CRIPPLING				
- WEB OR SIDEWALL BUCKLING				
- OVERALL SHEAR FAILURE				
ALL TUBULAR JOINTS SHALL BE PLAIN UNSTIFFENED JOINTS (MADE WITHOUT THE USE OF REINFORCING PLATES) EXCEPT AS FOLLOWS:				
* FLOOR BEAMS HUNG BENEATH THE LOWER CHORD OF THE STRUCTURE MAY BE CONSTRUCTED WITH OR WITHOUT STIFFENER (OR GUSSET) PLATES, AS REQUIRED BY DESIGN.				
* FLOOR BEAMS WHICH FRAME DIRECTLY INTO THE TRUSS VERTICALS (H-SECTION BRIDGES) MAY BE DESIGNED WITH OR WITHOUT END STIFFENING PLATES AS REQUIRED BY DESIGN.				
* WHERE CHORDS, END FLOOR BEAMS AND IN HIGH PROFILES THE TOP END STRUTS WELD TO THE END VERTICALS, THE END VERTICALS (OR CONNECTIONS) MAY REQUIRE STIFFENING TO TRANSFER THE FORCES FROM THESE MEMBERS INTO THE END VERTICAL.				
* TRUSS VERTICAL TO CHORD CONNECTIONS.				
NOTE: THE EFFECTS OF FABRICATION TOLERANCES SHALL BE ACCOUNTED FOR IN THE DESIGN OF THE STRUCTURE. SPECIAL ATTENTION SHALL BE GIVEN TO THE ACTUAL FIT-UP GAP AT WELDED TRUSS JOINTS.				
3.3.4 WOOD				
AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC), THE U.S. FOREST PRODUCTS LABORATORY, AND THE AMERICAN FOREST & PAPER ASSOCIATION (AF&P).				
SAWN LUMBER SHALL BE DESIGNED IN ACCORDANCE WITH THE ANSI/APA NDS, "NATIONAL DESIGN STANDARD FOR WOOD CONSTRUCTION", AS PUBLISHED BY THE AMERICAN FOREST & PAPER ASSOCIATION OR:				
THE "TIMBER CONSTRUCTION MANUAL", AS PUBLISHED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC). DESIGN PROPERTIES FOR NATURALLY DURABLE HARDWOODS SHALL BE IN ACCORDANCE WITH "TROPICAL TIMBERS OF THE WORLD", AS PUBLISHED BY THE U.S. FOREST PRODUCTS LABORATORY.				
THE VERTICAL DEFLECTION OF THE MAIN TRUSSES DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE SPAN.				
THE VERTICAL DEFLECTION OF CANTILEVER SPANS OF THE STRUCTURE DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE CANTILEVER ARM LENGTH.				
3.2.1.1 VERTICAL DEFLECTION				
THE VERTICAL DEFLECTION OF THE MAIN TRUSSES DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE SPAN.				
THE VERTICAL DEFLECTION OF CANTILEVER SPANS OF THE STRUCTURE DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE CANTILEVER ARM LENGTH.				
4.3.2 TREX DECKING ATTACHMENT- [continued]				
PLANKS ARE TO BE DRILLED PRIOR TO INSTALLATION OF BOLTS AND/OR SCREWS.				
IN ADDITION TO AT LEAST ONE FASTENER AT EACH END OF EVERY PLANK (TYPICAL FOR ALL INSTALLATIONS), PLANKS FOR BRIDGES WITH WIDTHS OF 72-INCHES TO 143-INCHES SHALL BE ATTACHED WITH A MINIMUM OF TWO FASTENERS AT A LOCATION APPROXIMATELY NEAR THE CENTER OF THE BRIDGE WIDTH. BRIDGES WIDER THAN 143' ARE TO HAVE TWO FASTENERS LOCATED AT A MINIMUM OF TWO INTERIOR STRINGER LOCATIONS, APPROXIMATELY AT THE THIRD POINTS OF THE BRIDGE WIDTH.				
NOTE: ATTACHMENTS AT THE ENDS OF THE PLANKS MAY BE MODIFIED AS REQUIRED WHEN OBSTRUCTIONS, SUCH AS INTERIOR SAFETY SYSTEM ELEMENTS, PREVENT INSTALLATION OF THE SPECIFIED HOLD DOWN SYSTEM.				
5.0 WELDING				
5.1 WELDING				
WELDING AND WELD PROCEDURE QUALIFICATION TESTS SHALL CONFORM TO THE PROVISIONS OF ANSII/AWS D1.1 "STRUCTURAL WELDING CODE", 1998 EDITION. FILLER METAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWS FILLER METAL SPECIFICATION (I.E. AWS A.5.28 FOR THE GMAW PROCESS). FOR EXPOSED, BARE, UNPAINTED APPLICATIONS OF CORROSION RESISTANT STEELS (I.E. ASTM A588 AND A407), THE FILLER METAL SHALL BE IN ACCORDANCE WITH AWS D1.1, SECTION 3.7.3.				
5.2 WELDERS				
WELDERS SHALL BE PROPERLY ACCREDITED OPERATORS, EACH OF WHOM SHALL SUBMIT CERTIFICATION OF SATISFACTORILY PASSING AWS STANDARD QUALIFICATION TESTS FOR ALL POSITIONS WITH UNLIMITED THICKNESS OF BASE METAL, HAVE A MINIMUM OF 6 MONTHS EXPERIENCE IN WELDING TUBULAR STRUCTURES AND HAVE DEMONSTRATED THE ABILITY TO MAKE UNIFORM SOUND WELDS OF THE TYPE REQUIRED.				
6.0 SUBMITTALS				
6.1 SUBMITTAL DRAWINGS				
SCHEMATIC DRAWINGS AND DIAGRAMS SHALL BE SUBMITTED TO THE CUSTOMER FOR THEIR REVIEW AFTER RECEIPT OF ORDER. SUBMITTAL DRAWINGS SHALL BE UNIQUE DRAWINGS, PREPARED TO ILLUSTRATE THE SPECIFIC PORTION OF THE WORK TO BE DONE. ALL RELATIVE DESIGN INFORMATION SUCH AS MEMBER SIZES, BRIDGE REACTIONS, AND GENERAL NOTES SHALL BE CLEARLY SPECIFIED ON THE DRAWINGS. DRAWINGS SHALL HAVE CROSS REFERENCED DETAILS AND SHEET NUMBERS. ALL DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER WHO IS LICENSED IN ACCORDANCE WITH SECTION 3.0.				
6.2 STRUCTURAL CALCULATIONS				
STRUCTURAL CALCULATIONS FOR THE BRIDGE SUPERSTRUCTURE SHALL BE SUBMITTED BY THE BRIDGE MANUFACTURER AND REVIEWED BY THE APPROVING ENGINEER. ALL CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER WHO IS LICENSED IN ACCORDANCE WITH SECTION 3.0. THE CALCULATIONS SHALL INCLUDE ALL DESIGN INFORMATION NECESSARY TO DETERMINE THE STRUCTURAL ADEQUACY OF THE BRIDGE. THE CALCULATIONS SHALL INCLUDE THE FOLLOWING:				
* ALL AASHTO ALLOWABLE STRESS CHECKS FOR AXIAL, BENDING AND SHEAR FORCES IN THE CRITICAL MEMBER OF EACH TRUSS MEMBER TYPE (I.E. TOP CHORD, BOTTOM CHORD, FLOOR BEAM, VERTICAL, ETC.).				
* CHECKS FOR THE CRITICAL CONNECTION FAILURE MODES FOR EACH TRUSS MEMBER TYPE (I.E. VERTICAL, DIAGONAL, FLOOR BEAM, ETC.). SPECIAL ATTENTION SHALL BE GIVEN TO ALL WELDED TUBE ON TUBE CONNECTIONS (SEE SECTION 3.3.2 FOR DESIGN CHECK REQUIREMENTS).				
* ALL BOLTED SPLICE CONNECTIONS.				
* MAIN TRUSS DEFLECTION CHECKS.				
* U-FRAME STIFFNESS CHECKS (USED TO DETERMINE K FACTORS FOR OUT-OF-PLANE BUCKLING OF THE TOP CHORD) FOR ALL HALF THROUGH OR "PONY" TRUSS BRIDGES.				
NOTE: THE ANALYSIS AND DESIGN OF TRIANGULATED TRUSS BRIDGES SHALL ACCOUNT FOR MOMENTS INDUCED IN MEMBERS DUE TO JOINT FIXITY WHERE APPLICABLE. MOMENTS DUE TO BOTH TRUSS DEFLECTION AND JOINT ECCENTRICITY MUST BE CONSIDERED.				
6.3 WELDER CERTIFICATIONS IN COMPLIANCE WITH AWS STANDARD QUALIFICATION TESTS.				
6.4 WELDING PROCEDURES IN COMPLIANCE WITH SECTION 5.1.				
7.0 FABRICATION				
7.1 GENERAL REQUIREMENTS				
7.1.1 DRAIN HOLES				
WHEN THE COLLECTION OF WATER INSIDE A STRUCTURAL TUBE IS A POSSIBILITY, EITHER DURING CONSTRUCTION OR DURING SERVICE, THE TUBE SHALL BE PROVIDED WITH A DRAIN HOLE AT ITS LOWEST POINT TO LET WATER OUT.				
7.1.2 WELDS				
SPECIAL ATTENTION SHALL BE GIVEN TO DEVELOPING SUFFICIENT WELD THROATS ON TUBULAR MEMBERS. FILLET WELD DETAILS SHALL BE IN ACCORDANCE WITH AWS D1.1, SECTION 3.9 (SEE AWS FIGURE 3.2). UNLESS DETERMINED OTHERWISE BY TESTING, THE LOSS FACTOR "Z" FOR HEEL WELDS SHALL BE IN ACCORDANCE WITH AWS TABLE 2.8. FILLET WELDS WHICH RUN ONTO THE RADIUS OF A TUBE SHALL BE BUILT UP TO OBTAIN THE FULL THROAT THICKNESS (SEE FIGURE 7.1). THE MAXIMUM ROOT OPENINGS OF FILLET WELDS SHALL NOT EXCEED 3/16" IN CONFORMANCE WITH AWS D1.1, SECTION 5.22. WELD SIZE OR EFFECTIVE THROAT DIMENSIONS SHALL BE INCREASED IN ACCORDANCE WITH THIS SAME SECTION WHEN APPLICABLE (I.E. FIT-UP GAPS- 1/16").				
NOTE: UNLESS SPECIFIED OTHERWISE, CONNECTION FAYING SURFACES AND THE INTERIOR SURFACES OF ALL STRUCTURAL TUBING SHALL NOT BE COATED.				
THE FABRICATOR SHALL HAVE VERIFIED THAT THE THROAT THICKNESS OF PARTIAL JOINT PENETRATION GROOVE WELDS (PRIMARYLY MATCHED EDGE WELDS OR THE FLARE-BEVEL-GROOVE WELDS ON UNDERHUNG FLOOR BEAMS) SHALL BE OBTAINABLE WITH THEIR FIT-UP AND WELD PROCEDURES. MATCHED EDGE WELDS SHALL BE "FLUSHED" OUT WHEN REQUIRED TO OBTAIN THE FULL THROAT OR BRANCH MEMBER WALL THICKNESS.				
FOR FULL PENETRATION BUTT WELDS OF TUBULAR MEMBERS, THE BACKING MATERIAL SHALL BE FABRICATED PRIOR TO INSTALLATION IN THE TUBE SO AS TO BE CONTINUOUS AROUND THE FULL TUBE PERIMETER, INCLUDING CORNERS. BACKING MAY BE OF FOUR TYPES:				
* A "BOX" WELDED UP FROM FOUR (4) PLATES.				
* TWO "CHANNEL" SECTIONS, BENT TO FIT THE INSIDE RADIUS OF THE TUBE, WELDED TOGETHER WITH FULL PENETRATION WELDS.				
* A SMALLER TUBE SECTION WHICH SLIDES INSIDE THE SPLICED TUBE.				
* A SOLID PLATE CUT TO FIT THE INSIDE RADIUS OF THE TUBE.				
CORNERS OF THE "BOX" BACKING, MADE FROM FOUR PLATES, SHALL BE WELDED AND GROUND TO MATCH THE INSIDE CORNER RADIOI OF THE CHORDS. THE SOLID PLATE OPTION SHALL REQUIRE A WEEP HOLE EITHER IN THE CHORD WALL ABOVE THE "HIGH SIDE" OF THE PLATE OR IN THE PLATE ITSELF. IN ALL TYPES OF BACKING, THE MINIMUM FIT-UP TOLERANCES FOR BACKING MUST BE MAINTAINED AT THE CORNERS OF THE TUBES AS WELL AS ACROSS THE "FLATS".				
7.1.3 SEALING AND CAULKING				
TO PREVENT RUST RUNS ON PAINTED STRUCTURES, OPEN ENDS OF ALL TUBES SHALL BE CAPPED AND SEAL WELDED. WHEREVER PRACTICAL, MEMBER END CONNECTIONS AND STEEL ON STEEL CONTACT SURFACES, SUCH AS STRINGER TO FLOOR BEAM CONNECTIONS, SHALL BE WELDED ALL AROUND. LONG SEAMS BETWEEN MEMBERS OR ANY SEAM WHICH CANNOT BE PRACTICALLY WELDED SHALL BE CAULKED.				
7.1.4 PAINT CLEARANCE				
TO PROVIDE ADEQUATE CLEARANCE FOR INITIAL PAINTING AND FUTURE RECOATING, A MINIMUM OF A 1-1/2" GAP SHALL BE PROVIDED BETWEEN ANY TWO OPPOSING PAINTED SURFACES. IF THIS GAP CANNOT BE MAINTAINED, MEMBER SIZES SHALL BE INCREASED OR FILLER PLATES ADDED TO BRING THE OPPOSING SURFACES IN CONTACT FOR SEAL WELDING.				
7.2 QUALITY CERTIFICATION				
BRIDGE(S) SHALL BE FABRICATED BY A FABRICATOR WHO IS CURRENTLY CERTIFIED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION TO HAVE THE PERSONNEL, ORGANIZATION, EXPERIENCE, CAPABILITY, AND COMMITMENT TO PRODUCE FABRICATED STRUCTURAL STEEL FOR THE CATEGORY "MAJOR STEEL BRIDGES" AS SET FORTH IN THE AISC CERTIFICATION PROGRAM WITH FRACTURE CRITICAL ENDORSEMENT. QUALITY CONTROL SHALL BE IN ACCORDANCE WITH PROCEDURES OUTLINED FOR AISC CERTIFICATION FOR PAINTED STRUCTURES. THE FABRICATOR MUST HOLD A "SOPHISTICATED PAINT ENDORSEMENT" AS SET FORTH IN THE AISC CERTIFICATION PROGRAM. FURTHERMORE, THE BRIDGE(S) SHALL BE FABRICATED IN A FACILITY OWNED AND/OR LEASED BY THE CORPORATE OWNER OF THE MANUFACTURER, AND FULLY DEDICATED TO BRIDGE MANUFACTURING.				
8.0 FINISHING				
8.1 BLAST CLEANING				
8.1.1 PAINTED STEEL				
ALL EXPOSED SURFACES OF STEEL TO BE PAINTED SHALL BE BLAST CLEANED IN ACCORDANCE WITH THE APPROPRIATE SECTION OF THE STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATION SPECIFICATIONS AS RECOMMENDED BY THE PAINT MANUFACTURER.				
8.2 PAINTING				
ALL EXPOSED STEEL SURFACES SHALL RECEIVE SHOP APPLIED PRIMER AND FINISH COATS. THE PAINT SYSTEM SHALL CONSIST OF THE FOLLOWING:				
* PRIMER: SHERWIN WILLIAMS ZINC CLAD IV PRIMER				
INTERMEDIATE COAT: SHERWIN WILLIAMS MACROPOXY 648				
TOP COAT: SHERWIN WILLIAMS ACROLON 218 HS				
THE PRIMER AND TOP COAT SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE TOP COAT PAINT COLOR SHALL BE (SPECIFIER TO INPUT COLOR CHOICE HERE).				
NOTE: UNLESS SPECIFIED OTHERWISE, CONNECTION FAYING SURFACES AND THE INTERIOR SURFACES OF ALL STRUCTURAL TUBING SHALL NOT BE COATED.				
BRIDGE DETAILS AND NOTES				
OR				
WINWOOD PARK BRIDGE AND CAZEBO				
TOWN OF ADDISON, DALLAS COUNTY, TEXAS				
SCALE: NTS - DATE: 4/11/2019 SHEET LA-5				
JOB NO. 00000 E-FILE 00000 LA-5 FILE-NO.				

8.2.3 TOUCH-UP PAINT

A NOMINAL QUANTITY OF TOUCH-UP PAINT WILL BE PROVIDED TO REPAIR MARRED SURFACES. TOUCH-UP PAINTING INCLUDES ANY AND ALL PAINTING REQUIRED AFTER THE STRUCTURE REACHES THE SITE, AND IS THE RESPONSIBILITY OF OTHERS. THIS PAINTING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING AREAS:

1. ANY AREAS DAMAGED DUE TO SHIPPING, HANDLING, AND ERECTION OF THE BRIDGE AND COMPONENTS.
2. BOLT HEADS AND EXPOSED AREA OF BOLTS AND NUTS AS APPLICABLE.
3. NON-GALVANIZED ATTACHMENTS OR ANCHOR BOLTS IF NOT MADE OF CORROSION RESISTANT STEEL.
4. IF APPLICABLE, SMALL AREAS (0 TO 2 EACH SIDE) AROUND BOLTED FIELD SPLICES, DESIGNED AS "SLIP CRITICAL," WHERE ONE OR ALL PAINT COATS MAY BE REQUIRED TO BE LEFT OFF THE FAYING SURFACES.

8.2.4 PAINTER QUALIFICATIONS

ALL PAINTERS SHALL BE CERTIFIED BY THE APPROPRIATE PAINT MANUFACTURER FOR PROPER HANDLING, MIXING, THINNING (IF REQUIRED) AND APPLICATION OF THE PAINT SYSTEM IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE PAINTERS SHALL ALSO BE CERTIFIED BY THE DEPARTMENT OF TRANSPORTATION IN THE STATE IN WHICH THE BRIDGE IS MANUFACTURED.

9.0 DELIVERY AND ERECTION

DELIVERY IS MADE TO A LOCATION NEAREST THE SITE WHICH IS EASILY ACCESSIBLE TO NORMAL OVER-THE-ROAD TRACTOR/TRAILER EQUIPMENT. ALL TRUCKS DELIVERING BRIDGE MATERIALS WILL NEED TO BE UNLOADED AT THE TIME OF ARRIVAL.

THE MANUFACTURER WILL PROVIDE DETAILED, WRITTEN INSTRUCTION IN THE PROPER LIFTING PROCEDURES AND SPLICING PROCEDURES (IF REQUIRED). THE METHOD AND SEQUENCE OF ERECTION SHALL BE THE RESPONSIBILITY OF OTHERS.

THE BRIDGE MANUFACTURER SHALL PROVIDE WRITTEN INSPECTION AND MAINTENANCE PROCEDURES TO BE FOLLOWED BY THE BRIDGE OWNER.

10.0 BEARINGS

10.1 BEARING DEVICES

BRIDGE BEARINGS SHALL CONSIST OF A STEEL SETTING OR SLIDE PLATE PLACED ON THE ABUTMENT OR GROUT PAD. THE BRIDGE BEARING PLATE WHICH IS WELDED TO THE BRIDGE STRUCTURE SHALL BEAR ON THIS SETTING PLATE. ONE END OF THE BRIDGE WILL BE FIXED BY FULLY TIGHTENING THE NUTS ON THE ANCHOR BOLTS AT THAT END. THE OPPOSITE END WILL HAVE FINGER TIGHT ONLY NUTS TO ALLOW MOVEMENT UNDER THERMAL EXPANSION OR CONTRACTION.

THE BRIDGE BEARINGS SHALL SIT IN A RECESSED POCKET ON THE CONCRETE ABUTMENT. MINIMUM 28-DAY STRENGTH FOR THE ABUTMENT CONCRETE SHALL BE 3,000 PSI. THE BEARING SEAT SHALL BE A MINIMUM OF 16" WIDE. THE STEP HEIGHT (FROM BOTTOM OF BEARING TO TOP-OF-DECK) SHALL BE DETERMINED BY THE BRIDGE MANUFACTURER.

BRIDGES IN EXCESS OF 100 FEET IN LENGTH OR BRIDGES WITH DEAD LOAD REACTIONS OF 15,000 POUNDS OR MORE (AT EACH BEARING LOCATION) SHALL HAVE TEFLON ON TEFLON OR STAINLESS STEEL ON TEFLON SLIDE BEARINGS PLACED BETWEEN THE BRIDGE BEARING PLATE AND THE SETTING PLATE. THE TOP SLIDE PLATE SHALL BE LARGE ENOUGH TO COVER THE LOWER TEFLON SLIDE SURFACE AT BOTH TEMPERATURE EXTREMES.

11.0 FOUNDATIONS

UNLESS SPECIFIED OTHERWISE, THE BRIDGE MANUFACTURER SHALL DETERMINE THE NUMBER, DIAMETER, MINIMUM GRADE AND FINISH OF ALL ANCHOR BOLTS. THE ANCHOR BOLTS SHALL BE DESIGNED TO RESIST ALL HORIZONTAL AND UPLIFT FORCES TO BE TRANSFERRED BY THE SUPERSTRUCTURE TO THE SUPPORTING FOUNDATIONS. ENGINEERING DESIGN OF THE BRIDGE SUPPORTING FOUNDATIONS (ABUTMENT, PIER, BRACKET AND/OR FOOTINGS), INCLUDING DESIGN OF ANCHOR BOLT EMBEDMENTS, SHALL BE THE RESPONSIBILITY OF THE FOUNDATION ENGINEER. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS (INCLUDING ANCHOR BOLTS) AND CONSTRUCTION OF THE BRIDGE SUPPORTING FOUNDATIONS. THE CONTRACTOR SHALL INSTALL THE ANCHOR BOLTS IN ACCORDANCE WITH THE MANUFACTURER'S ANCHOR BOLT SPACING DIMENSIONS.

INFORMATION AS TO BRIDGE SUPPORT REACTIONS AND ANCHOR BOLT LOCATIONS WILL BE FURNISHED BY THE BRIDGE MANUFACTURER AFTER RECEIPT OF ORDER AND AFTER THE BRIDGE DESIGN IS COMPLETE.

12.0 PAYMENT

A PARTIAL PAYMENT OR "DEPOSIT" FOR THE PREFABRICATED BRIDGE SHALL BE MADE UPON ORDER AND STORAGE AS REQUIRED BY THE TERMS OF THE MANUFACTURER.

13.0 WARRANTY

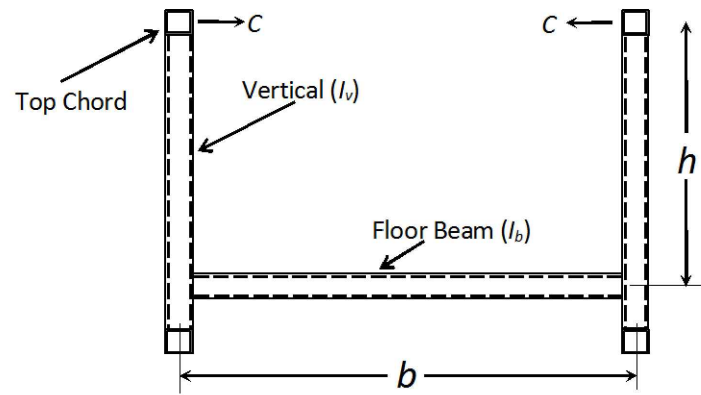
THE BRIDGE MANUFACTURER SHALL WARRANT THAT IT CAN CONVEY GOOD TITLE TO THE GOODS, THAT THEY ARE FREE OF LIENS AND ENCUMBRANCES AND THAT THEIR STEEL STRUCTURE(S) ARE FREE OF DESIGN, MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF TEN YEARS FROM THE DATE OF DELIVERY. DURABLE HARDWOOD DECKING AND HARDWOOD ATTACHMENTS SHALL CARRY A TEN-YEAR WARRANTY AGAINST ROT, TERMITE DAMAGE OR FUNGAL DECAY. OTHER TYPES OF WOOD AND DECKING MATERIAL SUCH AS SOUTHERN YELLOW PINE, DOUGLAS FIR AND COMPOSITES CARRY NO WARRANTY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED WITH RESPECT TO STRUCTURES SOLD HEREUNDER WHICH ARE USED, SUPPLIED FOR USE OR MADE AVAILABLE FOR USE IN ANY NUCLEAR APPLICATION OF WHICH BRIDGE MANUFACTURER HAS NOT BEEN NOTIFIED IN WRITING AT THE TIME OF ORDER OF THE STRUCTURE(S).

THIS WARRANTY SHALL NOT COVER DEFECTS IN THE BRIDGE CAUSED BY ABUSE, MISUSE, OVERLOADING, ACCIDENT, IMPROPER INSTALLATION, MAINTENANCE, ALTERATION OR ANY OTHER CAUSE NOT EXPRESSLY WARRANTED. THIS WARRANTY DOES NOT COVER DAMAGE RESULTING FROM OR RELATING TO THE USE OF ANY KIND OF DE-ICING MATERIAL. THIS WARRANTY SHALL BE VOID UNLESS OWNERS RECORDS ARE SUPPLIED WHICH SHOW COMPLIANCE WITH THE MINIMUM GUIDELINES SPECIFIED IN THE RECOMMENDATIONS FOR THE INSPECTION AND MAINTENANCE OF STEADFAST VEHICULAR STEEL BRIDGES AND CONTINENTAL PEDESTRIAN STEEL BRIDGES, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

APPENDIX A

1/K FOR VARIOUS VALUES OF CL/P/C AND N

1/K	4	6	8	10	12	14	16
1.000	3.686	3.616	3.660	3.714	3.754	3.785	3.809
0.980		3.284	2.944	2.806	2.787	2.771	2.774
0.960		3.000	2.685	2.542	2.456	2.454	2.479
0.950			2.595				
0.940		2.754		2.303	2.252	2.254	2.282
0.920		2.643		2.146	2.094	2.101	2.121
0.900		3.352	2.593	2.263	2.045	1.951	1.968
0.850		2.400	2.013	1.794	1.709	1.681	1.694
0.800		2.061	2.313	1.889	1.629	1.480	1.456
0.750			2.147	1.750	1.501	1.344	1.273
0.700		2.448	1.955	1.595	1.359	1.200	1.111
0.650			1.739	1.442	1.236	1.087	0.988
0.600		2.035	1.639	1.338	1.133	0.985	0.878
0.550			1.517	1.211	1.007	0.860	0.768
0.500		1.750	1.362	1.047	0.847	0.750	0.668
0.450			1.158	0.829	0.714	0.624	0.537
0.400		1.232	0.886	0.627	0.555	0.454	0.428



$$C = \frac{P}{b^2 \left[\frac{1}{3} + \frac{1}{3} \left(\frac{b}{3l} + \frac{b}{3c} \right) \right]}$$

l = Length in inches of one truss panel
 P = Buckling Load (= Top Chord Compression x F.S.)
 n = Number of Panels

REPAIR, REPLACEMENT OR ADJUSTMENT, AT THE SOLE DISCRETION OF THE BRIDGE MANUFACTURER, SHALL BE THE EXCLUSIVE REMEDY FOR DEFECTS UNDER THIS WARRANTY. UNDER NO CIRCUMSTANCES SHALL THE BRIDGE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

ANY CLAIM UNDER THIS WARRANTY SHALL BE MADE PROMPTLY AND DIRECTLY TO THE CONTRACTOR SOLUTIONS WHO SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO REPAIR, REPLACE OR ADJUST ANY COVERED DEFECT WITHOUT CHARGE TO THE ORIGINAL PURCHASER. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT. REV. 10/07

SPECIAL SPECIFICATIONS FOR PREFABRICATED BRIDGE

PAGE 18

14.0 APPROVAL CHECKLIST

THE FOLLOWING CHECKLIST WILL BE USED IN THE EVALUATION OF ALL SUBMITTALS TO ASSURE COMPLIANCE WITH THE SPECIAL SPECIFICATIONS FOR PREFABRICATED BRIDGE. THIS CHECKLIST IS CONSIDERED THE MINIMUM ACCEPTABLE REQUIREMENTS FOR COMPLIANCE WITH THESE SPECIFICATIONS. ANY DEVIATIONS FROM THIS CHECKLIST SHALL BE CONSIDERED GROUNDS FOR REJECTION OF THE SUBMITTAL. ANY COSTS ASSOCIATED WITH DELAYS CAUSED BY THE REJECTION OF THE SUBMITTAL DUE TO NON-COMPLIANCE WITH THIS CHECKLIST, SHALL BE FULLY BORNE BY THE CONTRACTOR AND BRIDGE SUPPLIER.

SUBMITTAL DRAWINGS

DATA REQUIRED TO BE SHOWN:

- WELD FAILURE CHECKS (ULTIMATE)
- BRIDGE ELEVATION
- LOCAL BUCKLING OF THE MAIN MEMBER FACE CHECKS
- BRIDGE CROSS SECTION
- MAIN MEMBER YIELDING FAILURE CHECKS
- ALL MEMBER SIZES
- MAIN MEMBER CRIPPLING FAILURE CHECKS
- ALL VERTICAL TRUSS MEMBERS ARE SQUARE OR RECTANGULAR TUBING
- MAIN MEMBER BUCKLING FAILURE CHECKS
- MAIN MEMBER SHEAR FAILURE CHECKS
- BRIDGE REACTIONS
- ALL BOLTED SPLICE CHECKS (IF APPLICABLE)
- GENERAL NOTES INDICATING
- MAIN TRUSS DEFLECTION CHECKS
- AASHTO STRESS CONFORMANCE
- DECKING MATERIAL CHECKS
- MATERIAL SPECIFICATIONS TO BE FOLLOWED
- "U-FRAME" STIFFNESS CHECKS (IF APPLICABLE)
- INTERIOR AND END PORTAL DESIGN CHECKS (IF APPLICABLE)
- DETERMINATION OF TOP CHORD K FACTOR BASED ON "U-FRAME" STIFFNESS (IF APPLICABLE)
- DESIGN WIND LOAD
- OTHER SPECIFIED DESIGN LOADS
- DESIGN VEHICLE LOAD (IF APPLICABLE)
- DESIGN LIVE LOAD
- CONSIDERATION OF INDIVIDUAL MEMBER MOMENTS DUE TO TRUSS DEFLECTION, JOINT FIXITY AND JOINT ECCENTRICITY
- WELDING PROCESS
- BLAST CLEANING
- PAINT SYSTEM TO BE USED (IF APPLICABLE)
- PAINT COLOR CHART (IF APPLICABLE)
- DETAILED BOLTED SPLICES (IF APPLICABLE)
- BOLTED SPLICE LOCATION (IF APPLICABLE)
- SIGNATURE AND SEAL OF PROFESSIONAL ENGINEER
- LICENSED IN ACCORDANCE WITH SECTION 3.0

FABRICATION SUBMITTALS

DATA REQUIRED TO BE SHOWN:

- WRITTEN INSTALLATION INSTRUCTIONS
- WRITTEN SPLICING INSTRUCTIONS
- WELDING PROCEDURES
- WRITTEN MAINTENANCE & INSPECTION INSTRUCTIONS
- WELDER CERTIFICATIONS
- MATERIAL CERTIFICATIONS (IF APPLICABLE)
- STRUCTURAL STEEL (IF APPLICABLE)
- DECKING (IF APPLICABLE)
- STRUCTURAL BOLTS (IF APPLICABLE)
- "QUALITY CONTROL SECTION OF AISC CERTIFICATION MANUAL (IF APPLICABLE)
- "PAINTER CERTIFICATIONS (IF APPLICABLE)
- WELD TESTING REPORTS (IF APPLICABLE)

DESIGN CALCULATIONS

DATA REQUIRED TO BE SHOWN:

- DATA INPUT FOR 3-D ANALYSIS OF BRIDGE
- JOINT COORDINATES & MEMBER INCIDENTS
- JOINT AND MEMBER LOADS
- MEMBER PROPERTIES
- LOAD COMBINATIONS
- AASHTO MEMBER STRESS CHECKS FOR EACH MEMBER TYPE
- CRITICAL CONNECTION FAILURE MODE CHECKS FOR EACH MEMBER TYPE
- CHORD FACE PLASTIFICATION CHECKS
- PUNCHING SHEAR CHECKS
- MATERIAL FAILURE CHECKS (TRUSS WEBS)
- WELD FAILURE CHECKS (EFFECTIVE LENGTH)

*NOTE: THESE ITEMS ARE REQUIRED TO BE SUBMITTED ALONG WITH SUBMITTAL DRAWINGS AND DESIGN CALCULATIONS. THOSE FABRICATION SUBMITTAL ITEMS NOT MARKED ARE TO BE SUBMITTED PRIOR TO SHIPMENT OF THE BRIDGE.

GAZEBO SPECIFICATIONS

NEW GAZEBO GENERAL NOTES:

1. PRE-APPROVED MANUFACTURE IS COVERWORK RECREATIONAL ARCHITECTURE - MODEL # OC-18-SW-VT-812-L-R OR APPROVED EQUAL. PROPER BRACINGS OF MEMBERS DURING INSTALLATION MUST BE PERFORMED UNTIL COMPLETE.
2. ANY MODIFICATIONS TO THE PROPOSED SHELTER NEED TO HAVE PRIOR CONSENT FROM A LICENSED ENGINEER.
3. THE INSTALLATION OF THE SHELTER SHALL BE PERFORMED BY SOMEONE OF EXPERIENCE AND COMPETENCE. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO PROPERLY ASSEMBLY THE SHELTER AS SHOWN IN THIS DOCUMENT AND TO CONSTRUCT SHELTER FOUNDATIONS AS SPECIFIED IN SUPPLEMENTAL ENGINEERING DOCUMENTS.
4. READ AND UNDERSTAND INSTALLATION INSTRUCTIONS THOROUGHLY BEFORE PROCEEDING WITH THE INSTALLATION PROCESS.
5. ALWAYS USE THE INSTALLATION INSTRUCTIONS THAT HAVE SHIPPED WITH THE SHELTER AS THESE ARE THE MOST CURRENT. POSSIBLE CHANGES IN MATERIAL QUANTITIES, LENGTHS, PART LABELS, ETC. MAY HAVE BEEN NECESSARY DURING FINAL SHOP DRAWINGS, EVEN AFTER SEALED ENGINEERING.
6. SHOULD THERE BE ANY ERROR IN MANUFACTURING OR INSTALLATION, COVERWORK SHOULD BE NOTIFIED AS SOON AS POSSIBLE. ABSOLUTELY NO FIELD REPAIRS WILL BE HONORED WITHOUT PRIOR AUTHORIZATION OF PROCESS AND COST BY COVERWORK MANAGEMENT.

STEEL & HARDWARE SHOP NOTES:

1. ALL STEEL IS TO BE ASTM A-36 EXCEPT STEEL TUBES.
2. STEEL TUBES SHALL BE ASTM A-500 GRADE B.
3. ALL WELDING IS TO BE DONE IN ACCORDANCE WITH THE LATEST AWS STANDARDS AND ALL WELDS ARE TO DEVELOP FULL STRENGTH OF COMPONENT PARTS. (E7018 ELECTRODES).
4. ALL BOLTS TO BE ASTM A-325.
5. ALL BOLTED CONNECTIONS SHOULD FOLLOW THE "TURN-OF-NUT PRETENSIONING" METHOD AS OUTLINED IN THE AISC SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO MAKE SURE ALL AISC REQUIREMENTS ARE MET.
6. ALL STEEL FRAMEWORK WILL RECEIVE A CORROSION PROTECTIVE ZINC-RICH EPOXY PRIMER FOLLOWED BY A TOIC POLYESTER LAYDOWN UNDER COAT, ELECTRO-STATICALLY APPLIED AND CURED AT 400°F.

1. DETERMINE LOCATION OF SHELTER. VERIFY THAT SHELTER WILL NOT INFRINGE ON BUILDING SETBACKS, EASEMENTS OR HEIGHT RESTRICTIONS.
2. USING STRING, LOCATE THE COLUMN / FOOTING CENTERLINES. LAYOUT CENTERLINES AS SHOWN ON THE "FOOTING LAYOUT PLAN" BELOW. BE SURE TO EXTEND STRING STAKES BEYOND THE AREA OF EXCAVATION.
3. DETERMINE IF LAYOUT IS SQUARE AND MATCHES THE DIMENSIONS SHOWN IN THE "FOOTING LAYOUT PLAN". VERIFY THE DISTANCES BETWEEN EACH ADJACENT FOOTING CENTERLINE AND EACH FOOTING CENTERLINE TO THE SHELTER CENTER POINT AS SHOWN BELOW. IF DIMENSIONS VARY FROM THE PLAN ADJUST AS NECESSARY BEFORE PROCEEDING.

FOOTINGS:

1. EXISTING FOOTINGS SHALL BE USED. IF NEW, ADDITIONAL FOOTINGS ARE REQUIRED, CONTRACTOR SHALL INCLUDE IN BID AS SEPARATE BID ITEM. BEFORE STARTING EXCAVATION UNDERGROUND UTILITIES SHOULD BE LOCATED SO THAT FOOTINGS ARE NOT PLACED DIRECTLY OVER EXISTING UTILITIES.
2. PRE-ASSEMBLE THE ANCHOR BOLT BRACING TEMPLATES AS PER DETAIL AND SET ASIDE UNTIL CONCRETE FOOTINGS HAVE BEEN POURED.
3. POUR CONCRETE FOOTINGS AS SPECIFIED IN THE ENGINEERING DETAILS. TOP ELEVATION OF FOOTINGS TO BE 4" BELOW PROPOSED FINISHED SLAB ELEVATION TO MAINTAIN THE PROPOSED CLEAR EAVE HEIGHT OF 8'-0". MAKE SURE THAT ALL FOOTING TOP LEVELS ARE LEVEL AND AT THE SAME ELEVATION.
4. PLACE ANCHOR BOLT BRACING TEMPLATES INTO WET CONCRETE AND ALIGN BOLTS AS SHOWN IN THE "FOOTING LAYOUT PLAN." POSITION CENTER OF BASE PLATES WITH STRING CENTERLINES USED DURING LAYOUT. CHECK FOR LEVEL SURFACE AND ADJUST AS NECESSARY. IT IS VERY IMPORTANT THAT BOLT ALIGNMENT FOR EACH FOOTING IS PRECISELY ORIENTATED AS SHOWN IN THE "FOOTING LAYOUT PLAN."
5. REMOVE AND DISCARD ANCHOR BOLT BRACING TEMPLATES FROM ANCHOR BOLTS ONCE THE CONCRETE HAS HARDENED AND REACHED FULL STRENGTH (48 HOURS MINIMUM). SAVE HEX NUTS TO USE FOR COLUMN ASSEMBLY LATER.
6. VERIFY THAT FOOTINGS ARE LEVEL AND UNIFORM ONCE THE CONCRETE HAS SET AND HARDENED. IF FOOTINGS ARE NOT LEVEL WITH EACH OTHER LEVELING NUTS CAN BE USED BELOW THE COLUMN BASE PLATES TO BRING THE BASE PLATES TO A UNIFORM LEVEL. USE NON-SHRINK GROUT BELOW THE BASE PLATE WHEN USING LEVELING NUTS AND ALLOW GROUT TO HARDEN BEFORE INSTALLING COLUMNS.

COLUMNS:

1. LOWER COLUMNS ONTO ANCHOR BOLTS WITH THE BEAM EXTENSION FACING OUTWARD. PROPERLY COLUMN AND FLAT COLUMNS AND SECURE TO ANCHOR BOLTS WITH 3/4" A307 HEX NUTS AND FLAT WASHERS.

HIP BEAMS:

1. AT GROUND ATTACH TWO HIP BEAMS TO THE COMPRESSION RING (OPENING UPWARD) AT OPPOSITE SIDES WITH (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY).
2. RAISE THE CONNECTED HIP BEAMS UP AND CONNECT THEM TO OPPOSITE COLUMNS USING (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY).
3. LIFT THE REMAINING HIP BEAMS INTO PLACE AND ATTACH TO A COLUMN AND TO THE COMPRESSION RING WITH (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY).

NOTE: KEEP ALL CONNECTIONS LOOSELY ATTACHED UNTIL AFTER ALL FRAMING MEMBERS ARE IN PLACE SO ADJUSTMENTS MAY BE POSSIBLE.

PURLINS:

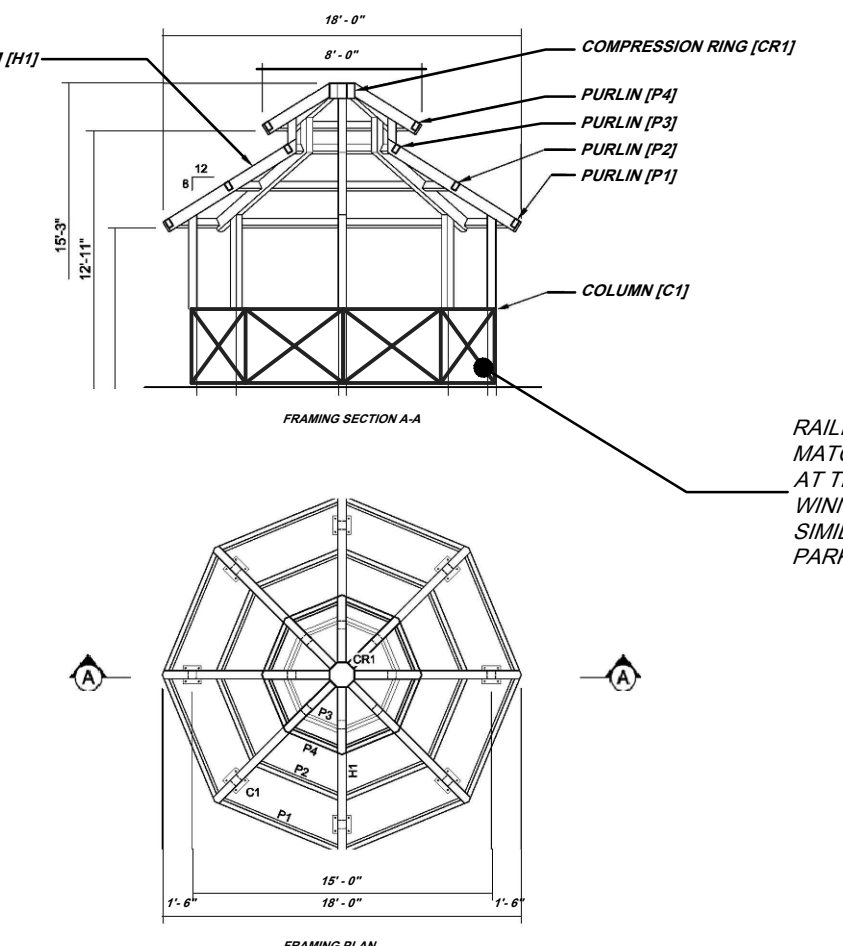
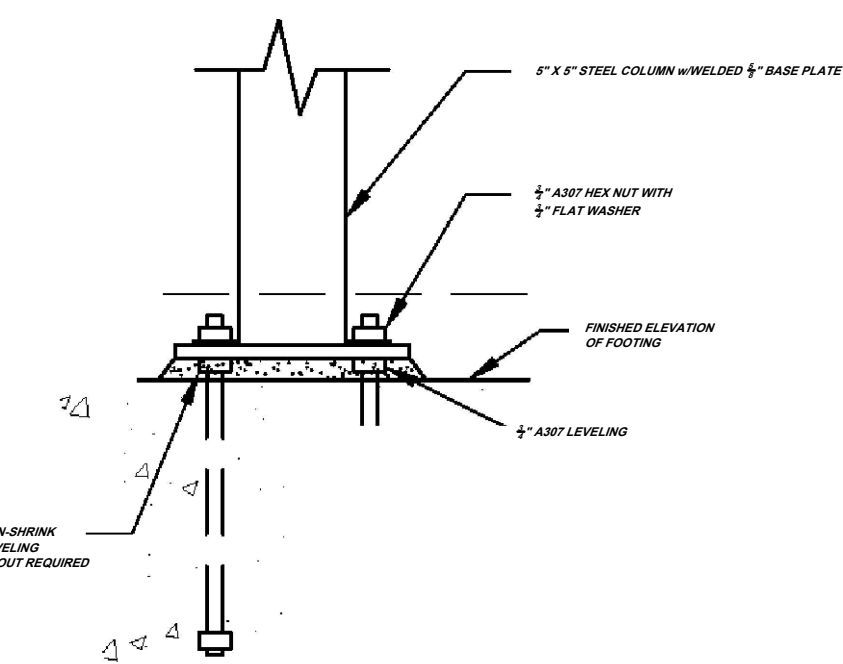
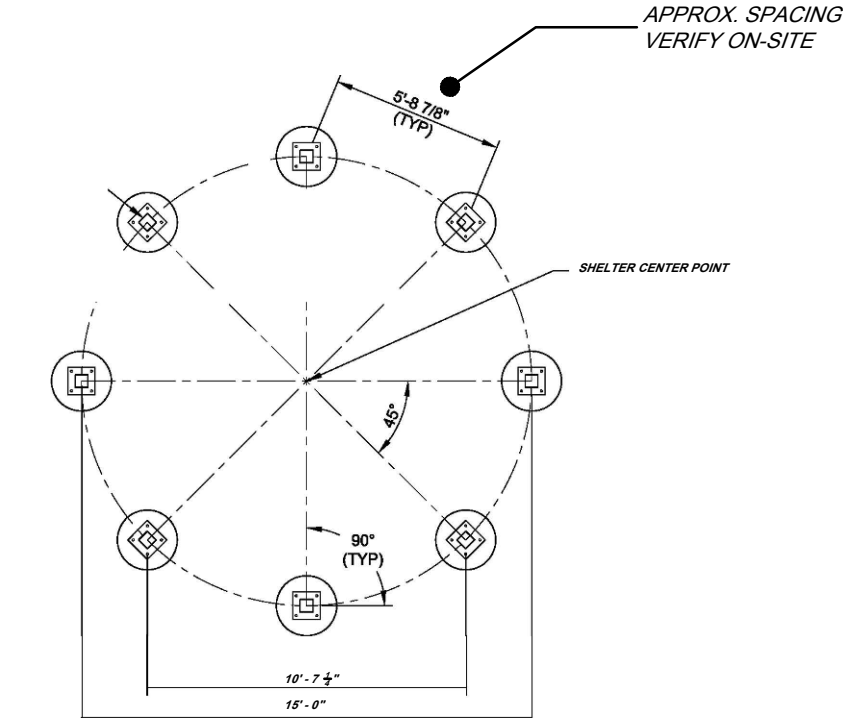
1. RAISE PURLINS INTO PLACE BY ALIGNING THE HOLES IN THE ENDS OF THE PURLINS WITH THE HOLES IN THE SIDES OF THE HIP BEAMS (REFER TO FRAMING PLAN FOR THE PROPER LOCATION OF EACH PURLIN).
2. ATTACH PURLINS TO HIP BEAMS USING (2) 3/4" x 1 1/2" HEX BOLTS AND FLAT WASHERS (FINGER TIGHT ONLY). LEVEL AND BRACE.
3. KEEP ALL CONNECTIONS LOOSELY ATTACHED UNTIL AFTER ALL FRAMING MEMBERS ARE IN PLACE SO ADJUSTMENTS MAY BE POSSIBLE.
4. VERIFY THE SHELTER IS PROPERLY ALIGNED, LEVEL AND PLUMB.
5. TIGHTEN ALL BOLTED CONNECTIONS THROUGHOUT THE ENTIRE STRUCTURE AND DOUBLE CHECK EACH CONNECTION AGAIN AFTER ALL OTHER CONNECTIONS HAVE BEEN TIGHTENED.
6. SUPPORTS AND BRACING MAY NOW BE REMOVED.

J CHANNEL CLOSURES (UPPER ROOF):

1. ALIGN TWO J CHANNELS BACK-TO-BACK, CENTERED ON EACH HIP BEAM WITH THE LONG LEGS DOWN. POSITION THE J CHANNELS AT THE EAVE SO THAT THEY EXTEND BEYOND EQUAL TO ROOF PANEL OVERHANG (ABOUT 1"). TRIM EXCESS LENGTH AS NEEDED.
2. VERIFY J CHANNELS ARE ALIGNED EXACTLY CENTER ON THE HIP BEAM TO ENSURE PROPER ROOF PANEL ALIGNMENT LATER. ATTACH THE J CHANNELS TO THE HIP BEAM USING 1 1/4" TEK SCREWS AT EVERY 2'-0".

J CHANNEL CLOSURES (LOWER ROOF):

1. ALIGN TWO HIP BEAM J CHANNELS BACK-TO-BACK, CENTERED ON EACH LOWER ROOF HIP BEAM WITH THE LONG LEGS DOWN. POSITION THE J CHANNELS UP AGAINST THE VERTICAL LEG OF THE OF THE HIP BEAMS (THE UPPER ROOF COLUMN) AND AT THE EAVE SO THAT THEY EXTEND BEYOND EQUAL TO ROOF PANEL OVERHANG (ABOUT 1"). TRIM EXCESS LENGTH AS NEEDED.
2. INSTALL LOWER ROOF TOP J CHANNEL CLOSURES AT THE FURTHEST MOST EDGE OF PURLIN (P3), INSERTING ENDS INTO THE HIP BEAM J CHANNELS. TRIM EXCESS LENGTH AS NEEDED.
3. VERIFY J CHANNELS ARE ALIGNED EXACTLY CENTER ON THE HIP BEAMS TO ENSURE PROPER ROOF PANEL ALIGNMENT LATER. ATTACH THE J CHANNELS TO THE STEEL BEAMS USING 1 1/4" TEK SCREWS AT EVERY 2'-0".



NEW GAZEBO ROOF PANELS:

1. ROOF PANELS ARE LABELED "A", "B", OR "C" TO BE GROUPED PER EACH ROOF SIDE. THEY ARE ALSO NUMBERED TO BE INSTALLED IN A SPECIFIC ORDER. LAYOUT PANELS IN THE DIRECTION AS SHOWN IN THE LAYOUT BELOW, STARTING WITH NUMBER 1. THIS IS TO ENSURE THAT EACH PANEL'S SHORT LEG SIDE WILL BE ON TOP OF THE ADJACENT PANEL'S LONG LEG SIDE.
2. INSERT EACH PANEL'S TOP EDGE INTO THE HIP BEAM J CHANNELS AND ALIGN THE BOTTOM EDGE TO EXTEND ABOUT 1" BEYOND THE PERIMETER PURLINS.
3. ATTACH THE PANELS TO ALL STEEL FRAMING MEMBERS USING 1 1/4" TEK SCREWS, PLACING A SCREW NEXT TO EACH RIB (SEE FASTENING PATTERN DETAIL BELOW). PANELS MAY BE SECURED THROUGH THE TOP LEG OF THE HIP J CHANNELS USING 7/8" TEK SCREWS (PANELS BEING INSIDE THE J CHANNELS) DUE TO THE SURFACE DIFFERENCE OF THE HIP BEAMS.
4. ADJACENT PANELS WILL OVERLAP AT ONE RIB. USE THE 7/8" TEK SCREWS TO ATTACH THE OVERLAPPING RIBS, PLACING A SCREW AT EVERY 1'-8" (SEE FASTENING PATTERN DETAIL BELOW).
5. CHECK EVERY OTHER PANEL TO MAINTAIN SQUARENESS WITH RESPECT TO THE STRUCTURE.
6. USE CAUTION WHEN POSITIONING ROOF PANELS SO TO NOT MOVE OR SHIFT METAL EAVE TRIM WHICH IS NOT COMPLETELY ATTACHED YET.
7. ROOF PANELS ARE SLIPPERY WHEN WET, DUSTY, FROSTY OR OILY. DO NOT ATTEMPT TO WALK ON THE ROOF UNDER THESE CONDITIONS.

EAVE COVER TRIM:

1. POSITION THE EAVE COVER TRIM AGAINST THE EAVE EDGE OF THE ROOF PANELS, TRIM AND MITER-CUT AT THE CORNERS AS NEEDED AND OVERLAP THE ENDS BY 4" TO 6".
2. SECURE TRIM BY USING 7/8" TEK SCREWS THROUGH EVERY ROOF PANEL RB.

HIP TRIM:

1. POSITION THE HIP TRIM TO BE CENTERED OVER THE TWO J CHANNELS AND FLUSH WITH THE CORNER EDGE OF THE EAVE COVER TRIM. TRIM AND MITER-CUT AS NEEDED AND OVERLAP ENDS BY 4" TO 6".
2. SECURE TRIM BY USING 7/8" TEK SCREWS THROUGH EACH ROOF PANEL RB.

ROOF PEAK TRIM:

1. ALIGN THE ROOF PEAK TRIM AT THE ROOF PEAK AND ATACH USING THE 7/8" TEK SCREWS.

NOTE: TRIM MATERIAL WILL BE SHIPPED WITH A PROTECTIVE PLASTIC FILM THAT WILL NEED TO BE REMOVED PRIOR TO INSTALLATION.

DECORATIVE RAILINGS:

1. RAILING SECTIONS SHALL BE INSTALLED BETWEEN COLUMNS AT THE DESIRED SIDES OF THE SHELTER AND SHOULD BE NO HIGHER THEN 4" ABOVE THE FINISHED SLAB ELEVATION.
2. WHILE HOLDING RAILING SECTIONS IN PLACE, PRE-DRILL INTO THE COLUMNS WITH A 1/8" DIA DRILL BIT, CENTERED WITHIN THE HOLES IN THE RAILING SUPPORT BRACKETS.
3. VERIFY THE RAILINGS ARE LEVEL / PLUMB AND SECURE THEM TO COLUMNS USING 5/16" THREAD CUTTING BOLTS THROUGH EACH BRACKET.

DECORATIVE LATTICE:

1. POSITION LATTICE AT THE DESIRED HEIGHT AND HOLD IN PLACE WHILE PRE-DRILLING INTO COLUMNS / HIP BEAMS WITH A 1/8" DIA DRILL BIT CENTERED WITHIN THE HOLES OF THE END PLATES.
2. VERIFY THE LATTICE IS LEVEL / PLUMB AND SECURE IT TO COLUMNS USING 5/16" THREAD CUTTING BOLTS THROUGH THE END PLATES.

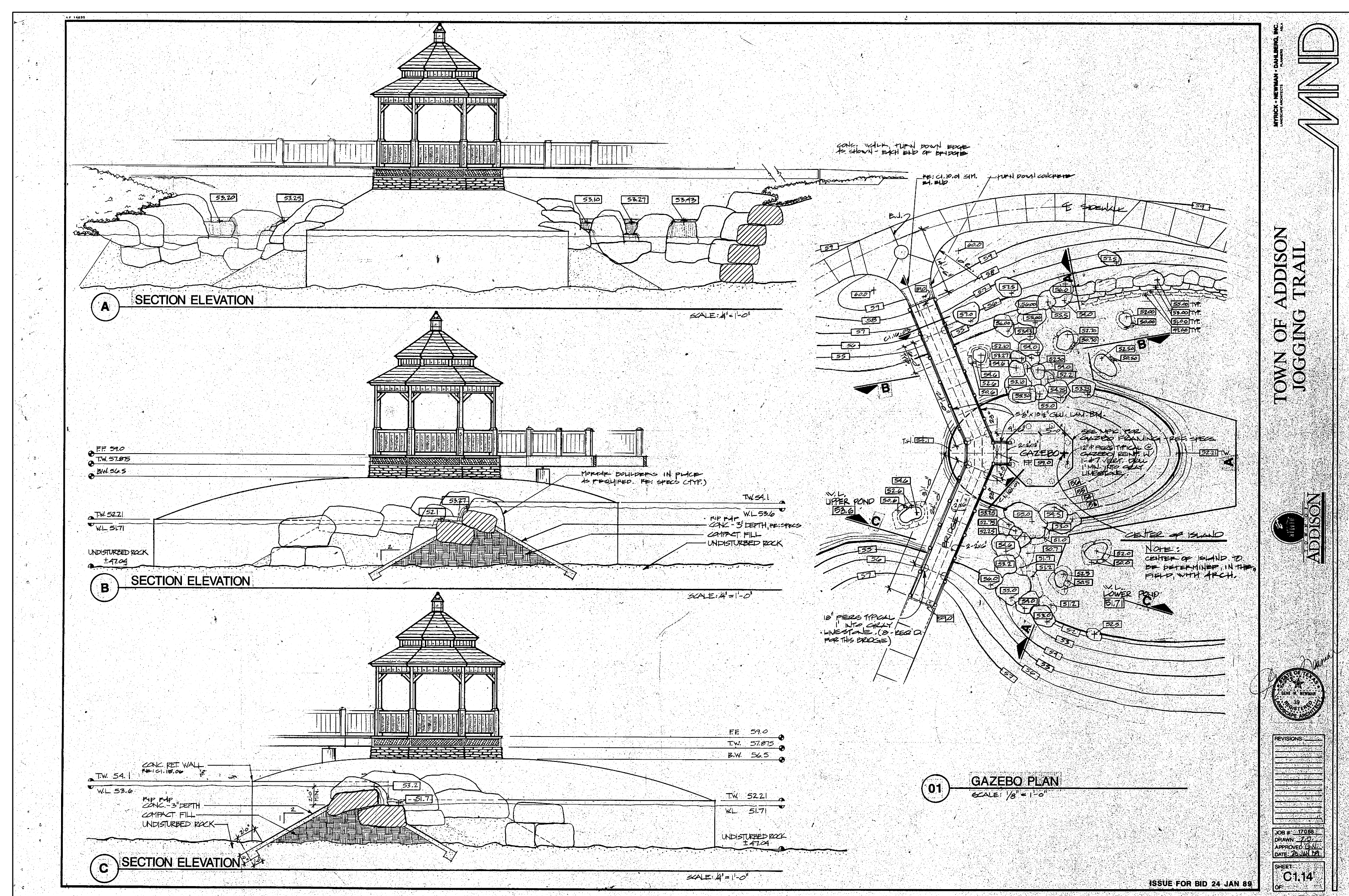
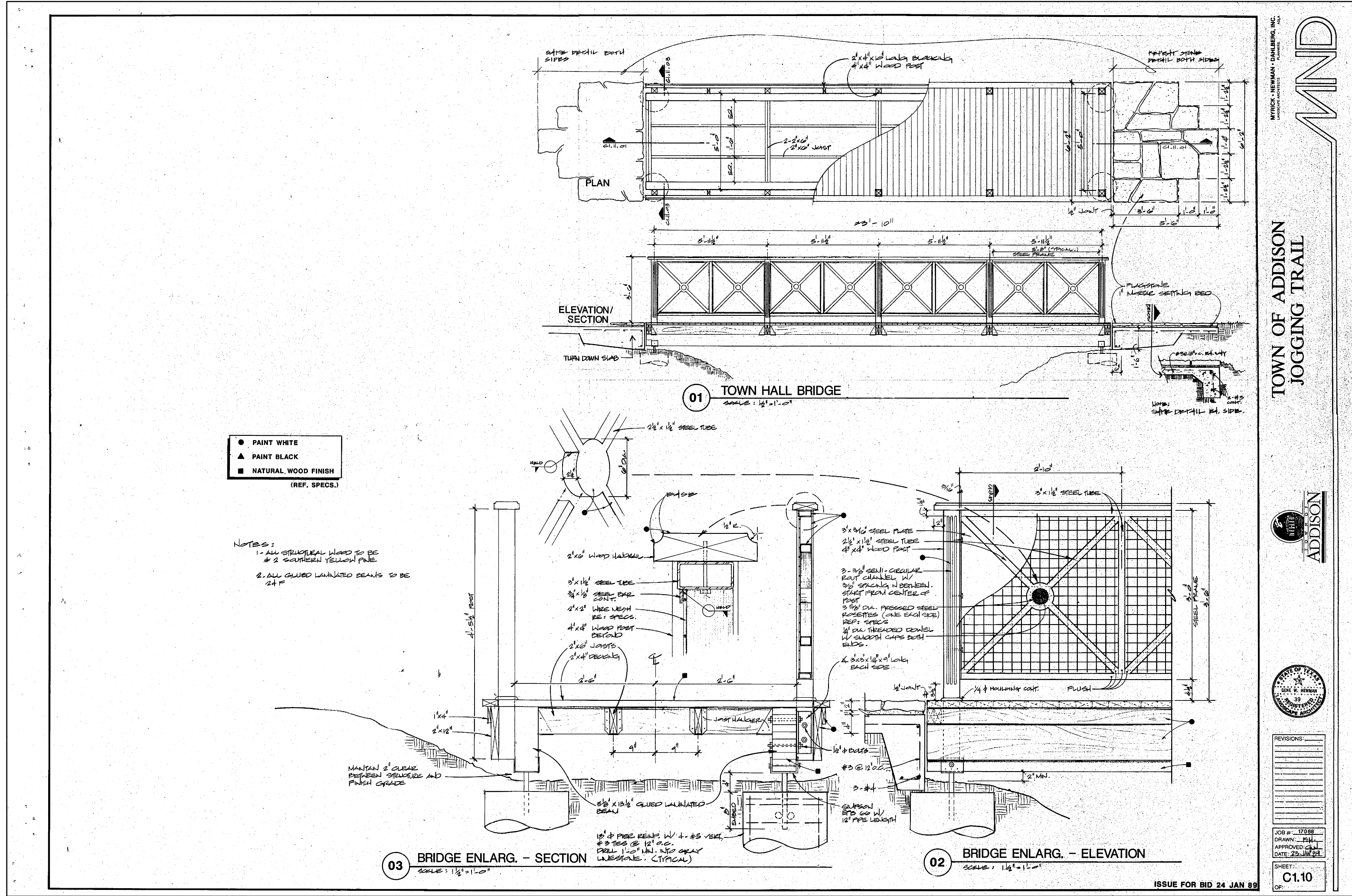
MAINTENANCE:

1. DURING THE ASSEMBLY PROCESS SOME SCRAPES AND SCRATCHES MAY HAVE OCCURRED. THESE WILL REQUIRE TOUCHING UP. ALSO, OVER TIME, NORMAL USE MAY CREATE MORE SCRATCHES. FOLLOW THE STANDARD PAINT PROCEDURES LISTED ON ANY SPRAY PAINT CAN. HOWEVER, IT IS IMPORTANT TO REMOVE ALL LOOSE PAINT, GREASE, OIL AND/OR RUST BEFORE LIGHTLY SANDING SURROUNDING PAINT FOR GOOD ADHESION. ADDITIONAL MATCHING TOUCH-UP PAINT IS AVAILABLE UPON REQUEST AT AN ADDITIONAL COST.
2. WHEN INSTALLING THE ROOF PANELS AND TRIM IT IS VERY IMPORTANT TO MAKE SURE ANY FINE METAL SHAVINGS OR DUST THAT MAY HAVE BEEN LEFT WHEN DRILLING OR CUTTING BE REMOVED FROM THE FINISHED SURFACE TO PREVENT RUST STAINS.
3. THE MAJORITY OF THE HARDWARE IS HIDDEN AND CANNOT BE ADJUSTED. THE HARDWARE THAT IS VISIBLE SHOULD BE CHECKED FOR TIGHTNESS AND FOR VANDALISM ATTEMPTS AT LEAST TWICE A YEAR. THE STANDARD TIGHTNESS SHOULD BE DONE BY HAND TIGHTENING THE LOOSE BOLTS AND THEN USING A WRENCH FOR 1/2 TO 1 FULL TURN.
4. CLEAN THE STEEL SURFACES PERIODICALLY USING A MILD CLEANING SOLUTION, AND HAND-WIPE TO MAINTAIN "LIKE NEW" APPEARANCE.
5. PERIODICALLY CHECK FOR DEBRIS THAT MAY HAVE GOTTEN STUCK WITHIN THE ROOF TRIM AND REMOVE.

BRIDGE DETAILS AND NOTES
OF
WINWOOD PARK BRIDGE AND GAZEBOAND
TOWN HALL BRIDGE

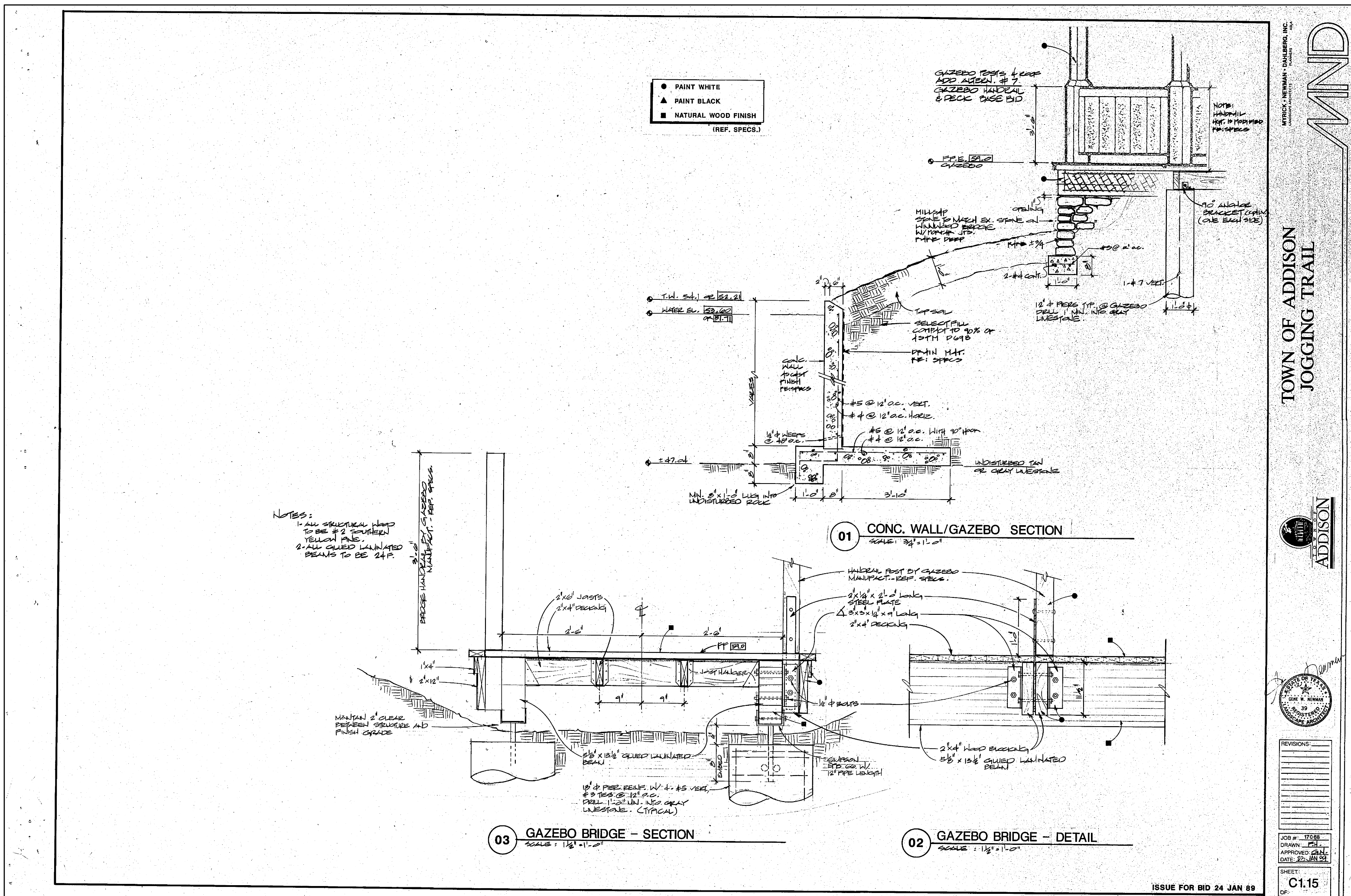
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET	LA-6
JOB NO.	00000	E-FILE	00000	LA-6
FILE-NO.				



NOTE:

DRAWINGS PROVIDED ON THIS SHEET ARE FOR A CONVENIENCE TO BIDDERS. BIDDERS ARE RESPONSIBLE FOR ENSURING PLAN CONDITIONS MATCH SITE CONDITIONS. TOWN OF ADDISON WILL MAKE THE SITE AVAILABLE TO BIDDERS FOR INSPECTION.



FOR INFORMATION PURPOSES ONLY

1989 HISTORICAL
RECORD DRAWINGS
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET LA-7
JOB NO.	00000	E-FILE	00000
LA-7	FILE-NO.		

QUALIFICATION AND REFERENCE STATEMENT**BIDDER:****COMPANY INFORMATION:**

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract:

If yes, give name of owner and/or surety?

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

Pager#

Cell Phone#

Answer Svc#

Other#

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

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

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

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, 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# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

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#:

Company Name:

Signature:

Date:

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 (hereinafter 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 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 a 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 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 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 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.

BID BOND

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

PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

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

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

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

SURETY: 1

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

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

Payment and Performance Bond Contact Sheet

(1) Claims:

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

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

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

1-800-252-3439.

PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

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

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

EXECUTED this the ____ day of _____, 2____.

CONTRACTOR:

SURETY:¹

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

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

Payment and Performance Bond Contact Sheet

(1) Claims:

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

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

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

1-800-252-3439.

MAINTENANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:**SURETY:**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address of Principal:

Address of Surety:

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

2-4-13 1 yr



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, please follow Instructional Video for Business Entities.

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

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 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 _____ 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/cmb1/cmb1hub.html>.

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

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:

Title:

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

10/17/17

Question and Answers for Bid #19-200 - Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Overall Bid Questions

There are no questions associated with this bid.