



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR THE CONSTRUCTION, OF  
TOWN OF ADDISON  
Belt Line 1.5  
Landscape Enhancements**

**TOWN OF ADDISON, TEXAS  
BID NUMBER 20-52**

**January 2020**

**PREPARED BY:**

**PACHECO KOCH CONSULTING ENGINEERS, INC  
4060 Bryant Irvin Rd  
FORT WORTH, TX 76109**



**TOWN OF ADDISON, TEXAS**

**MAYOR**

**Joe Chow**

**MAYOR PRO TEMPORE**

**Tom Braun**

**DEPUTY MAYOR PRO TEMPORE**

**Lori Ward**

**COUNCILMEMBERS**

**Paul Walden**

**Ivan Hughes**

**Guillermo Quintanilla**

**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 bids addressed to the Town of Addison, Texas, for the **Belt Line Road Landscape Enhancements** in the Town of Addison, Texas, hereinafter called “City” or “Owner” in accordance with specifications and contract documents prepared by **Pacheco Koch Consulting Engineers, Inc.** will be received at the office of Wil Newcomer, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on 30th day of January, 2020**. 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 #20-52, Belt Line Road Landscape Enhancements**
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](http://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. For information on bidding, call Wil Newcomer, Town of Addison Purchasing Manager, (972) 450-7091.
8. The project consists of Landscape Enhancements and Pedestrian Amenities at Belt Line Road between Marsh Lane and Midway Road.
9. An optional Pre-Bid meeting will be held at 16801 Westgrove Dr., Addison, TX at 10:00 a.m. on January 16, 2020.

**SECTION IB**

**INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

- A. PROJECT: BELT LINE 1.5 LANDSCAPE ENAHNCEMENTS**, in the Town of Addison. The bids will be evaluated as stated in Section "O" of these Instructions to Bidders.
- B. PROJECT DESCRIPTION:** The project consists of Landscape Enhancements and Pedestrian Amenities at Belt Line Road between Marsh Lane and Midway Road. Work includes concrete, pavers, landscape, site furniture, monument sign and bus shelters.
- C. PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS:** Bidding Documents include the Project Manual (consisting of the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Contract Agreement, 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 #20-52**  
**Belt Line 1.5 Landscape Enhancements**

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 evaluation committee will open, read and evaluate the proposals with each representative providing a score for categories 1-3. The 'average' score for each category as calculated by adding all and dividing by four will be the official point total for each category. 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. **0-30 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. Unit costs are being asked of the Contractor for ease in evaluating pay applications and the fairness of additive or deductive change orders.
- Low Bidder: **70 Point Maximum**

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, 4<sup>th</sup> 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.

- P. EXECUTION OF THE CONTRACT:** The successful bidder will be required to enter into a contract with the Owner within ten (10) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.
- Q. CONSTRUCTION SCHEDULE:** It is the Owner's desire to have the project completed and operational to meet specific functions of the space for annual social events. 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 is set for JULY 2, 2020.** 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, functional and open for pedestrian use by Kaboom Town July 3, 2020.”**
- R. LIQUIDATED DAMAGES:** Monetary damages will be paid to the City (or deducted from outstanding pay applications) in the total of \$500.00 per calendar day for each day past the required substantial completion date until such time as the project is accepted as “Substantially Complete.”
- S. FORM OF CONTRACT:** The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.
- T. BONDS:** A 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.)

- U. 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.
- V. RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are shown 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.
- X. 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.
- Y. PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.
- 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**

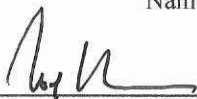


- NOTES: 1. All items included in the plans and specifications including but not limited to, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such 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.

Joel Brown

\_\_\_\_\_  
Name of Person Signing Bid



\_\_\_\_\_  
Signature of Person Signing Bid

3131 McKinney Ave Suit 600 Dallas, TX 75204

\_\_\_\_\_  
Address

972-515-3646

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

47-5605397

\_\_\_\_\_  
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**

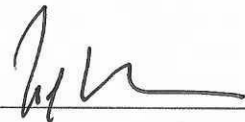
By Joel Brown & Co. LLC dba J.B. & Co. LLC  
(Corporation Name)

Texas  
(State of Incorporation)

By Joel Brown  
(Name of Person Authorized to Sign)

Manager  
(Title)

(Corporate Seal)

Attest   
(Secretary)

Business address: 3131 McKinney Ave Suit 600  
Dallas, TX 75204

Phone No. 972-515-3646

---

**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.)

# BID FORM - BELT LINE 1.5 LANDSCAPE ENHANCEMENTS

## BASE BID

Call Out No.	Bid Qty	Unit	Description	Unit Price	Total
<b>GENERAL CONDITIONS, SITE PREP &amp; DEMOLITION</b>					
D101	5,715	SF	Concrete Removal	\$1.75	\$10,001.25
D103	243	LF	Concrete Curb Removal	\$7.80	\$1,895.40
D104	12,851	SF	Paver Removal	\$2.95	\$37,910.45
D105	38,437	SF	Clearing and Grubbing (Existing Planting)	\$0.75	\$28,827.75
D108	320	LF	Retaining Wall Removal	\$29.50	\$9,440.00
D110	16	EA	Tree Removal	\$1,200.00	\$19,200.00
D112	338	LF	Tree Protection Fencing	\$4.50	\$1,521.00
D113	62	EA	Tree Trunk Protection Fencing	\$15.00	\$930.00
C 1 Sheets	1	LS	Traffic Control	\$48,000.00	\$48,000.00
C 2 Sheets	1	LS	SWPPP Measures	\$30,000.00	\$30,000.00
GENERAL CONDITIONS, SITE PREP & DEMOLITION TOTAL IN FIGURES					<b>\$187,725.85</b>
GENERAL CONDITIONS, SITE PREP & DEMOLITION TOTAL IN WORDS: One Hundred Eighty-Seven Thousand, Seven Hundred Twenty-Five Dollars & Eighty-Five Cents					
<b>GRADING</b>					
L200 Seets	1	LS	MISCELLANEOUS CUT/FILL, SUB-BASE AND FINE GRADING AS REQUIRED, INCLUDING ANY ADJUSTMENTS TO UTILITY BOXES AS SHOWN	\$85,000.00	\$85,000.00
GRADING AND DRAINAGE TOTAL IN FIGURES					<b>\$85,000.00</b>
GRADING AND DRAINAGE TOTAL IN WORDS: Eighty-Five Thousand Dollars					
<b>HARDSCAPE</b>					
1	3,080	SF	Standard 4" Concrete Paving	\$7.10	\$21,864.45
2	3,423	SF	Enhanced Pedestrian Pavers on existing concrete base - Hanover	\$14.50	\$49,633.50
2A	4,279	SF	Enhanced Pedestrian Pavers w/ new concrete base - Hanover	\$20.00	\$85,580.00
3	1,804	SF	Enhanced Pedestrian Pavers w/ new concrete base - Hanover	\$20.00	\$36,080.00
4	504	SF	Enhanced Pedestrian Pavers w/ new concrete base - Hanover	\$20.00	\$10,080.00
5	9,511	SF	Enhanced Pedestrian Pavers on existing concrete base - Keystone	\$19.00	\$180,709.00
5A	8,868	SF	Enhanced Pedestrian Pavers w/ new concrete base - Keystone	\$19.00	\$168,492.00

**BASE BID**

Call Out No.	Bid Qty	Unit	Description	Unit Price	Total
6	48	SF	Tekaway High Performance ADA Dome Tile	\$450.00	\$21,600.00
7	6	EA	Bus Shelter - Connect 2.0 w/ SOLAR Panels	\$35,825.00	\$214,950.00
8	13	EA	Bench (Steel)	\$1,500.00	\$19,500.00
9	17	EA	Trash Receptacle	\$1,500.00	\$25,500.00
10	37	EA	2' X 2' X 2' Lueders Cut Stone Bench	\$520.00	\$19,240.00
11	30	EA	2' X 2' X 2' Steel Planter	\$1,250.00	\$37,500.00
12	460	LF	Stone Veneer and Cap at Existing Retaining Wall/Turn-up Curb	\$16.00	\$7,360.00
13	166	LF	Concrete Retaining Wall/Turn-up Curb Sidewalk w/ Stone Veneer and Cap	\$300.00	\$49,800.00
14	590	LF	Low Cut Stone Retaining Wall (Gravity Wall Blocks)	\$175.00	\$103,250.00
15	6	EA	Bike Rack	\$295.00	\$1,770.00
16	1	EA	Gateway Monument, Footings, Finishes, CIP	\$42,500.00	\$42,500.00
17	4	EA	Directional Ramp	\$4,500.00	\$18,000.00
18	381	LF	Steel Edging	\$6.25	\$2,381.25
19	4	EA	Leaning Rails at Bus Shelters	\$2,540.00	\$10,160.00
20	3,042	LF	6" Concrete Paver Edge Restraint (Concrete Mow Curb)	\$10.50	\$31,941.00
21	371	SF	6" Vehicular Paving Driveway	\$15.00	\$5,557.50
<b>HARDSCAPE TOTAL IN FIGURES</b>					<b>\$1,163,448.70</b>
<b>HARDSCAPE TOTAL IN WORDS: One Million, One Hundred Sixty-Three Thousand Dollars, Four Hundred Forty-Eight Dollars and Seventy Cents</b>					
<b>IRRIGATION SYSTEM</b>					
L400 Sheets	1	LS	Irrigation	\$56,000.00	\$56,000.00
<b>IRRIGATION TOTAL IN FIGURES</b>					<b>\$56,000.00</b>
<b>IRRIGATION TOTAL IN WORDS: Fifty-Six Thousand Dollars and No Cents</b>					
<b>PLANTING</b>					
L300 Sheets	8	EA	Canopy Tree	\$1,400.00	\$11,200.00
L300 Sheets	3	EA	Ornamental Tree	\$800.00	\$2,400.00
L300 Sheets	1,631	EA	3 Gallon Shrub	\$26.00	\$42,406.00
L300 Sheets	5,194	EA	1 Gallon Shrub/Grass/Groundcover	\$5.50	\$28,567.00

**BASE BID**

<b>Call Out No.</b>	<b>Bid Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
L300 Sheets	24,960	SF	Soil Prep	\$0.50	\$12,480.00
L300 Sheets	24,960	SF	Mulch	\$0.35	\$8,736.00
L300 Sheets	5,000	SF	Sod	\$1.00	\$5,000.00
<b>PLANTING TOTAL IN FIGURES</b>					<b>\$110,789.00</b>
<b>PLANTING TOTAL IN WORDS: One Hundred Ten Thousand, Seven Hunred Eighty-Nine Dollars and No Cents</b>					
<b>BASE BID TOTAL IN FIGURES</b>					<b>\$1,602,963.55</b>
<b>BASE BID TOTAL IN WORDS: One Million Six Hundred Two Thousand Nine Hundred Sixty-Three Dollars and Fifty-Five Cents</b>					
<b>ADD ALTERNATE</b>					

**BASE BID**

Call Out No.	Bid Qty	Unit	Description	Unit Price	Total
D102	2,010	SF	Concrete Removal	\$1.75	\$3,517.50
D106	5,240	SF	Clearing and Grubbing (Existing Planting)	\$2.00	\$10,480.00
D108	247	LF	Retaining Wall Removal	\$29.50	\$7,286.50
D111	18	EA	Tree Removal	\$1,200.00	\$21,600.00
1	3,255	SF	Standard 4" Concrete Paving	\$8.00	\$26,040.00
8	1	EA	Bench (Steel)	\$1,500.00	\$1,500.00
9	1	EA	Trash Receptacle	\$1,500.00	\$1,500.00
13	390	LF	Concrete Retaining Wall w/ Stone Veneer	\$265.00	\$103,350.00
L300 Sheets	450	EA	1 Gallon Shrub	\$5.00	\$2,250.00
L300 Sheets	3,259	SF	Soil Prep	\$0.50	\$1,629.50
L300 Sheets	3,259	SF	Mulch	\$0.35	\$1,140.65
L300 Sheets	2,809	SF	Sod	\$1.00	\$2,809.00
L400 Sheets	3,259	SF	Irrigation	\$3.75	\$12,221.25
<b>ADD ALTERNATE TOTAL IN FIGURES</b>					<b>\$195,324.40</b>
<b>ADD ALTERNATE TOTAL IN WORDS: One Hundred Ninety-Five Thousand, Three Hundred Twenty-Four dollars and Forty Cents</b>					

\*All items in the plans and specifications are to be reflected in the bid. Items not individually listed are subsidiary to the project and must be reflected in the overall bid.



Phone: 877 816 2800

PO Box 32577  
Waco, Texas 76703-4200

**BID BOND**

Bond No. CNB-35709-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, J. B. & Co., LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Town Of Addison, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Bid #20-52, Belt Line 1.5 Landscape Enhancements

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 30th day of January, 2020.

Principal:  
J. B. & Co., LLC (Seal)

By: [Signature] Manager  
(title)

Surety:  
INSURORS INDEMNITY COMPANY  
(Seal)

By: [Signature]  
Monica Hernandez, Attorney-in-Fact



Phone: 877 816 2800

PO Box 32577  
Waco, Texas 76703-4200

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577  
Waco, TX 76703-4200  
O  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number:** CNB-35709-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Monica Hernandez of the City of Waco, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

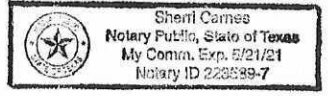
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 30th day of January, 2020.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).

## 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#: 20-52

Company Name: J.B. & Co. LLC

Signature:

A handwritten signature in black ink, appearing to be 'J.B. & Co.', written over the 'Signature:' label.

Date: 01-29-2020

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



joel@joelbrownco.com

J.B. & Co. LLC  
3131 MCKINNEY AVE. SUITE 600  
DALLAS, TX 75204

TEL: (972) 515-3646

January 30, 2020

Recent Projects:

City of Garland Dog Park \$1,357,000

Ziad Kharrat, 972-205-2756

Central Park Renovations, utilities, parking lot, lighting, dog park, landscaping erosion control

Texas Parks & Wildlife \$1,231,000

Lake Ray Roberts Shoreline Repairs, landscaping, rip rap, flatwork and tree removal

Park P.M.: M.L. Hill 512-627-4318

City of Coppell

Hunterwood Park Creek Stabilization \$1,648,000

City Inspector- Derrick Thomas 469-576-5999 [DThomas@coppelltx.gov](mailto:DThomas@coppelltx.gov)

City of Plano \$662,150

Lance Knox 972-941-7819 [lknox@plano.gov](mailto:lknox@plano.gov)

Stoney Hollow Park including landscaping, underground utilities, flatwork, irrigation system

City of Coppell

Grapevine Springs Community Center Parking Lot and Landscaping \$548,000

John Elias Parks Dept. 972-462-5115 [JElias@coppelltx.gov](mailto:JElias@coppelltx.gov)

City of Frisco

Walkway & Ramps various locations throughout city \$615,025

Engineering Mark Misun [mmisun@friscotexas.gov](mailto:mmisun@friscotexas.gov) 972.292.5417 Inspector: Glynn Tidwell 469-980-8069

City of Plano

McDermott/Razor Blvd. mass grading, tree removal, creek landscaping

Jessica Walden 972-816-8153 [Jwalden@plano.gov](mailto:Jwalden@plano.gov)

1520 K Avenue Suite 370, Plano, TX 75074

Greene Family Camp

Randy Stumberg, AIA (254) 771-2054 [Randy.Stumberg@mrbgroup.com](mailto:Randy.Stumberg@mrbgroup.com)

Jared Pickett (713) 502-8870 [JPickett@urj.org](mailto:JPickett@urj.org)

Multiple projects of all types ranging from \$150,000-990,000 from 2011-2019

Let me know if you need any other references and I will be happy to send a list with more

Please do not hesitate to contact me if you have any questions.

Respectfully Submitted,

Joel Brown  
J.B. & Co. LLC

SECTION CA

**CONTRACT AGREEMENT**

**Exhibit A**  
**CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of February, 2020, 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 **J.B. & Co. LLC**, of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**BELT LINE 1.5 LANDSCAPE  
ENHANCEMENTS BID NUMBER 20-52**

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 **substantially complete the work by July 1, 2020**, subject to such extensions of time as are provided by the General Provisions. The contractor agrees to fulfill the intent of the plans and specifications associated with Bid # 20- 52

The OWNER agrees to pay the CONTRACTOR **One Million, Six Hundred Two Thousand, Nine Hundred Sixty-Three Dollars and Fifty Five Cents (\$1,602,963.55)** for base bid items and at its sole discretion, OWNER may also request CONTRACTOR to complete the alternate bid item identified in the Bid in the amount of **One Hundred Ninety-Five Thousand, Three Hundred Twenty-Four Dollars and Forty Cents (\$195,324.40)** all payable from 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 \_\_\_\_\_, 2020 to

**BELT LINE 1.5 LANDSCAPE ENHANCEMENTS  
BID NUMBER 20-52**

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Principal)  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Surety)  
By: \_\_\_\_\_  
(Attorney-in-Fact)

**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 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 \_\_\_\_\_, 2020 to

**BELT LINE 1.5 LANDSCAPE ENHANCEMENTS  
BID NUMBER 20-52**

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

(Attorney-in-Fact)

**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

**BELT LINE 1.5 LANDSCAPE ENHANCEMENTS  
BID NUMBER 20-52**

\_\_\_\_\_

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 repairs that may arise on account of workmanship, 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 \_\_\_\_\_, 2020

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  
**BELT LINE 1.5 LANDSCAPE ENHANCEMENTS**  
**BID NUMBER 20-52**

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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, 4<sup>th</sup> 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.