

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Zachry Construction Corporation**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2024-10-B LEGACY (PRAIRIE – FIRST) – 4 LANES 2143-ST

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Nine million one-hundred forty-six thousand two hundred fifteen dollars and 80 cents (\$9,146,215.80)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **213** calendar days after the date of the Notice to Proceed for the base proposal. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: CSP No. 2024-10-B Legacy (Prairie – First) – 4 lanes 2143-ST

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury

- 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
 - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
 - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
 - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE

OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

CONTRACTOR – ZACHRY CONSTRUCTION CORPORATION

TOWN OF PROSPER, TEXAS



By: Travis Mross

By: **MARIO CANIZARES**

Title: Executive Vice President

Title: Town Manager

Date: 01/02/2024

Date: _____

Address: P. O. Box 33240
San Antonio, TX 78265

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (210) 871.2700

Phone: (972) 569-1010

Email: travis.mross@zachrycorp.com

Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

TECHNICAL SPECIFICATIONS

- TS.01: PAY ITEM DESCRIPTIONS:** The pay item descriptions contained on the following pages are incorporated into this Contract's technical specifications.
- TS.02: GENERAL:** The Owner utilizes the current editions of *Public Works Construction Standards – North Central Texas* published by the North Central Texas Council of Governments (NCTCOG) and *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* published by the Texas Department of Transportation (TxDOT). Please reference the Construction Plans for all other technical specifications not contained herein.

TECHNICAL SPECIFICATIONS - PAY ITEM DESCRIPTIONS

General

Any and all Work specifically called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by Contractor unless specifically indicated otherwise. **The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.**

The following descriptions of certain pay items are intended to clarify the nature of the work required for this project. The provisions of the standard specifications shall apply, except as otherwise noted herein.

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item. The contract shall be awarded based on the "TOTAL BID" for the funding that the Town has budgeted.

Pay Item 1 – Mobilization and Move-In Not to Exceed Five-Percent (5%)

The work under this item shall include the establishment of offices and other facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the CONTRACTOR to begin work on the contract. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization shall be measured as a lump sum item as the work progresses. **The maximum bid amount for this item shall not exceed 5% of total bid amount for the project.** Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the final estimate.

Mobilization shall encompass cost for the entire project. The CONTRACTOR will be expected to work continuously regardless of franchise utility relocations and phasing. If the CONTRACTOR stops work for any reason and remobilizes, the cost of remobilization will be at the CONTRACTOR'S expense.

Measurement and payment shall be based on the lump sum bid price of mobilization and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 2 – General Site Preparation (Including Tree Removal)

This pay item shall consist of all work associated with providing General Site Preparation for the project and shall be performed in accordance with NCTCOG Item 203.1.

Unless indicated otherwise with a specific pay item, all removals of any item within the limits of the project that are not specifically called out to remain will be considered subsidiary to this item. Subsidiary items include, but are not limited to: trees, fences, gates, concrete pavement, pavement markers and markings (existing, and temporary), signage, asphalt, gravel, base, rock riprap, headwalls, wingwalls, walls, junction boxes, flumes, manholes, inlets, storm drain culverts and pipes, bollards, pavers, any concrete under pavers in the median, any concrete within the medians, handrails, metal beam guard fence, mow strips, landscaping, entry features, gutter drains, poles, foundations, fire hydrants and associated piping, blocking and valves, lighting poles/fixtures/foundations, conduit (lighting and signal), irrigation facilities, franchise utility markers, abandoned franchise utilities, etc.

This pay item shall include all necessary labor, materials, and supervision to remove existing reinforced concrete pavement (all thicknesses). Work shall include but is not limited to: sawcutting of existing pavement, concrete demolition, and concrete disposal. Jack Hammer method will not be allowed adjacent to residential areas.

Unless indicated otherwise with a specific pay item, all adjustments of any existing appurtenance within the limits of the project that are not specifically called out to remain will be considered subsidiary to this item. Subsidiary items include, but are not limited to: existing water valves, water meters, manholes, gas valves, gas meters, ground boxes, irrigation facilities, franchise utility appurtenances, and any other appurtenances to finished grade.

If CONTRACTOR damages any item not designated to be removed within the limits of construction, it must be restored to equal or better condition at the CONTRACTOR'S cost. Abandonment and removal of existing water lines, and all appurtenances are subsidiary.

This pay item shall include tree protection in accordance with Town requirements.

Measurement and payment shall be based on the lump sum bid price of General Site Preparation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 3 – Unclassified Street Excavation, Grading, and Haul Off

This pay item shall consist of all work associated with providing Unclassified Street Excavation for the project and shall be performed in accordance with NCTCOG Item 203.2.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes. Contract adjustment may be made if the actual measured quantity varies by more than 10% of the total estimated bid quantity amount. Either the OWNER or the CONTRACTOR may initiate the adjustment. If the adjustment is requested by the CONTRACTOR, the CONTRACTOR must obtain field measurements and calculations

acceptable to the OWNER justifying the actual quantity. If the adjustment is made by the OWNER, the revised quantity will constitute the final quantity which payment will be made.

This item shall include all excavation required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of excavation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 4 – Embankment, Including Delivery, Placing, and Compaction (Roadway) (Density Control)

This pay item shall consist of all work associated with providing Embankment/Borrow for the project and shall be performed in accordance with NCTCOG Items 203.4 and 203.5. Embankment shall consist of the placement and compaction of all suitable materials obtained from excavation, borrow or any other approved excavation.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes and includes the total borrow required for the project (not net). If quantity adjustment is requested by the Contractor, the Contractor must obtain field measurements and calculations justifying the actual quantity.

This item shall include all embankment required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of embankment and shall be full compensation for all labor, materials, compaction, hauling, dewatering, testing and incidentals necessary to complete the work.

Pay Item 5 – Pulverize, Mix, and Compact 12” Lime Stabilized Subgrade

This pay item shall consist of all work associated with providing Lime Stabilized Subgrade for the project and shall be performed in accordance with NCTCOG 301.2, plans, details, and general notes.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per square yard of Lime Stabilized Subgrade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 6 – Hydrated Lime (72 LBS/SY) for Subgrade Treatment

This pay item shall consist of all work associated with providing Hydrated Lime for the project and shall be performed in accordance with NCTCOG Item 301.2, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per ton of Hydrated Lime and shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing handling, and mixing; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

Pay Item 7 – Construct 9” Reinforced Concrete Pavement w/ 6” Mono Curb (Street) (Class P1 or P2)

This pay item shall consist of all work associated with providing Portland Cement Concrete Pavement for the project and shall be performed in accordance with NCTCOG Item 303 and 305.1, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per square yard of concrete pavement and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 8 –Excavate, Rework, and Compact Moisture Treated Subgrade (72”)

This pay item shall consist of all work associated with excavating, reworking, and compacting moisture treated subgrade for the project and shall be performed in accordance with NCTCOG Item 203.2, 203.4, and 203.5, plans, details, and general notes.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be based on the price bid per square yard of moisture treated subgrade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 9 – Furnish and Install Polysheeting Moisture Barrier

This pay item shall consist of all work associated with providing Polysheeting Moisture Barrier for the project and shall be performed in accordance with plans and Detail P01, plans, details, and general notes.

The moisture barrier shall be placed after any improvements that may impact the barrier (i.e. landscaping, irrigation, conduit, etc.).

Measurement and payment shall be based on the price bid per square yard of Polysheeting Moisture Barrier and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 10-11 – Construct Reinforced Concrete Pavement (Trail) (3500 PSI)

This pay item shall consist of all work associated with providing Concrete Trails for the project and shall be performed in accordance with NCTCOG Item 305.2, plans, details, and general

notes. All trails must meet or exceed the minimum requirements of the Texas Department of Licensing and Regulation for Texas Accessibility Standards (TAS).

Connections to existing trails and lug to adjacent curbs shall be considered subsidiary to this pay item.

Measurement and payment shall be based on the price bid per square yard of Concrete Trails and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 12 – Construct Concrete Driveway (9” Reinf on Compacted Subgrade)

This pay item shall consist of all work associated with providing Concrete Driveways for the project and shall be performed in accordance with NCTCOG Item 305.2, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, subgrade compaction, cushion sand bedding, reinforcing, concrete, finishing, curing, joints, sealants, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be based on the price bid per square yard of Concrete Driveways and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 13 – Construct 8" Flexbase With Geogrid (Driveways/Headers) (Ty A, Grade 1 Or 2) (Includes Excavation)

This pay item shall consist of all work associated with providing flexbase for the project and shall be performed in accordance with TxDOT item 247, plans, details, and general notes.

Geogrid shall be installed per manufacturers specifications and requirements.

Measurement and payment shall be for the unit price bid per square yard of flexbase complete in place, to the depth required and shall be for full compensation for all necessary equipment, water, labor, materials, and supervision to install flexible base and geogrid. Excavation is subsidiary to this item.

Pay Item 14-15 – Barrier Free Ramps (All Types)

This pay item shall consist of all work associated with providing Barrier Free Ramps for the project and shall be performed in accordance with NCTCOG Item 305.2, and TxDOT detail PED-18. All ramps must meet or exceed the minimum requirements of the Texas Department of Licensing and Regulation for Texas Accessibility Standards (TAS).

Contractor shall not install curbs along sides of ramp. Parkway grading to slope minimum 0.50% towards street to maintain positive drainage. Roadway curb on either side shall have a typical 5-foot taper to transition from the standard 6-inch curb height to be flush with ramp.

Prior to installation, Contractor shall verify the locations of barrier free ramps with the OWNER.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, detectable warning surface, special finishes if required, additional samples, testing and all appurtenances.

Measurement and payment shall be based on the price bid per each Barrier Free Ramp and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 16 – Furnish and Install Metal Beam Guard Fence Transition (TL-3) and Construct Mow Strip

This pay item shall consist of all work associated with providing Guard Fence Transition for the project and shall be performed in accordance with plans, details, and TxDOT Item 540.

This pay item shall also consist of all work associated with provided concrete mow strip (4”) for the project associated with guard fence transition in accordance with plans, details, and TxDOT Item 432.

Measurement and payment shall be for the unit price bid per each Guard Fence Transition, installed and complete and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 17 – Furnish and Install Guardrail End Treatment and Construct Mow Strip

This pay item shall consist of all work associated with providing Guardrail End Treatment for the project and shall be performed in accordance with plans, details, and TxDOT Item 544.

This pay item shall also consist of all work associated with provided concrete mow strip (4”) for the project associated with guardrail end treatment in accordance with plans, details, and TxDOT Item 432.

Measurement and payment shall be for the unit price bid per each Guardrail End Treatment, installed and complete and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 18 – Furnish, Install, and Maintain Barricades, Signs, and Implement Traffic Handling

This pay item shall consist of all work associated with providing Traffic Control for the project and shall be performed in accordance with TxDOT Item 502.

This item shall consist of all the work, labor, equipment, materials, and superintendence necessary to furnish, install, operate, maintain, erect, remove traffic control devices including, but not limited to: signage, delineators, lights, barricades, temporary asphalt pavement, detours, pavement markings, etc.

CONTRACTOR shall maintain a smooth and safe riding surface for all vehicles and pedestrians along the route of the project. All temporary riding surfaces for detours, temporary pavement repairs, utility cuts/repairs, and temporary driveway connections shall be considered subsidiary. Temporary riding surfaces include but are not limited to: asphalt pavement, steel plates, and steel plate bridging. If condition of the street surface deteriorates, for any reason, CONTRACTOR shall take necessary steps to ensure immediate restoration (no separate pay).

If CONTRACTOR wishes to deviate from the supplied traffic control plan narrative, CONTRACTOR will be required to submit a detailed traffic control plan and detour plan complying with the requirements included in the Contract Documents prior to the Pre-Construction meeting, and update it with every deviation. Traffic control plan and detour plan must be prepared by an engineer or individual certified in proper temporary traffic control (TTC) practices. OWNER may request verification of such certification. No separate pay for preparation of the traffic control plan or detour plan.

If, at any time during construction or in the opinion of the OWNER, the CONTRACTOR'S proposed plan of operation for handling traffic does not provide for safe, comfortable movement, the CONTRACTOR shall immediately change its operations to correct the unsatisfactory condition at their cost.

Barricades and signs shall be placed in such a manner as to not interfere with the sight distance of drivers entering the highway from driveways or side streets. To facilitate shifting, barricades and signs used in lane closures or traffic staging may be erected and mounted on portable supports. The designs of these supports shall be in compliance with current TxDOT and Texas MUTCD standards and are subject to the approval of the OWNER.

Detours are not anticipated or shown in the plans. CONTRACTOR shall provide up to two (2) detour plans at the request of the OWNER (no separate pay).

The use of temporary asphalt pavement transitions shall be considered subsidiary to the traffic control plan (no separate pay).

Measurement and payment shall be based on the lump sum bid price of barricades, signs, and traffic handling and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Items 19-25 – Reflective Pavement Markings Type I & Type II

The work under this pay item shall include but not be limited to all labor and materials necessary to furnish and install thermoplastic striping as indicated on the plans. All labor, materials, and incidentals related to surface preparation shall be considered subsidiary to these items. No separate pay item shall be included for surface preparation for sealer, where required. Removal of all existing pavement markings as shown on the plans shall be considered subsidiary to all other pavement marking pay items. No separate pay item shall be included for removal of existing pavement markings. All pavement markings shall be installed per the plans and shall be in accordance with TxDOT Item 666 "Reflectorized Pavement Markings."

Measurement and payment shall be on the basis of the unit price bid per linear foot of furnishing and installing thermoplastic striping and per each for thermoplastic words and arrows and shall be full compensation for all labor, equipment, materials, tools, and incidentals necessary to perform the work.

Pay Items 26-27 – Raised Pavement Markers

The work under this pay item shall include but not be limited to all labor and materials necessary to furnish and install Raised Pavement Markers as indicated on the plans. All labor, materials, and incidentals related to surface preparation shall be considered subsidiary to these items. No

separate pay item shall be included for surface preparation. Removal of all existing pavement markings shall be considered subsidiary to all other pavement marking pay items. No separate pay item shall be included for removal of existing pavement markings. All raised pavement markers shall be installed per the plans and shall be in accordance with TxDOT Item 672 "Raised Pavement Markers". All Temporary Pavement Markings shall be considered subsidiary to the Traffic Control item.

Measurement and payment shall be based on the price bid per each Raised Pavement Marker and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 28 – Furnish and Install New Sign and Sign Post Assembly

This pay item shall consist of all work associated with providing Sign and Sign Post Assemblies for the project and shall be performed in accordance with TxDOT Item 644, current Texas MUTCD standards, and the details included in the plans. This work shall include all necessary labor and materials to furnish and install all new standard signs, supports, foundations, and assemblies at the locations deemed necessary by the Town. All additional signage required during traffic control shall be considered subsidiary to the Barricades, Signs, and Traffic Handling pay item. New Street Name blades shall also be furnished and installed if they are within the limits of construction and require relocation.

Prior to installation of new signage, CONTRACTOR shall stake locations for OWNER approval.

Existing signage to be removed shall be salvaged and returned to the OWNER (no separate pay).

In addition to the quantity shown in the plans, an allowance of 5 additional Sign and Sign Post Assemblies have also been included in the bid quantity. The allowance quantity shall only be used when directed by the owner.

Measurement and payment shall be based on the bid price per each Sign and Sign Post Assembly and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Multiple signs on a single post are measured as one (1) sign and any sign(s) on multiple posts are measured as one (1) sign.

Pay Item 29 – Furnish, Install, and Maintain Project Sign

The CONTRACTOR shall supply up to TWO (2) project signs for the project in accordance with Town requirements and standards. The layout of the sign shall be submitted to the Town for review and approval prior to ordering. Coordinate with the OWNER for additional project sign details.

Measurement and payment shall be based on the price bid per each project sign and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 30 – Furnish and Install Permanent Type III Barricade

This pay item shall consist of all work associated with providing permanent Type III Barricade for the project and shall be performed in accordance with TxDOT Item 644, current Texas MUTCD standards, and the details included in the plans. This work shall include all necessary labor and

materials to furnish and install all new standard signs, supports, foundations, and assemblies at the locations deemed necessary by the Town.

This item shall include required sandbags to anchor barricade in location and mounted sign. All rails to be high-density polyethylene (HDPE), I-Beam, 0.7 lb/ft maximum with 8-inch signal thickness web and hollow core flange. All supports to be 1-3/4" square 14-gauge galvanized post.

Barricades shall be design and constructed to the standards of the compliant work zone traffic control device list. Diagonal striping shall be placed in a manner that directs traffic in the appropriate direction of travel.

Prior to installation of new signage, CONTRACTOR shall stake locations for OWNER approval.

Measurement and payment shall be based on the bid price per linear foot of Type III Barricade and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Multiple signs on a single post are measured as one (1) sign and any sign(s) on multiple posts are measured as one (1) sign.

Pay Item 31 – Connect Prop 18" RCP to Ex 18" RCP

The work under this Item shall consist of all work associated with connections to existing storm drain lines or structures for the project as indicated on the plans and in accordance with NCTCOG Items 501.6 and 508, plans, details, and general notes.

This pay item includes connections to existing pipe, temporary plugs, and installation of concrete collars at pipe connections. This includes connections to all pipe materials, including but not limited to reinforced concrete pipe, HDPE, corrugated metal pipe, and PVC.

Measurement and payment shall be for the unit price bid per each connection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 32-36 – RCP Class III (All Sizes)

This pay item shall consist of all work associated with providing RCP Class III Pipe for the project and shall be performed in accordance with NCTCOG Items 501.6 and 508, plans, details, and general notes.

All RCP shall be Class III unless specified otherwise. Wye connections, bends, connections to existing/proposed RCP/RCB, and connections to drainage structures/retaining walls shall be considered incidental to this item.

Unless otherwise noted all reinforced concrete pipe shall be pre-cast.

Measurement and payment shall be based on the bid price bid per linear foot of reinforced concrete pipe and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 37 – Construct 5'X5' Drop Inlet and Apron

This pay item shall consist of all work associated with providing Drop Inlets for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be based on the bid price per each Drop Inlet and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Items 38-40 – Recessed Curb Inlet (All Sizes)

This pay item shall consist of all work associated with providing Recessed Curb Inlets for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be based on the bid price per each Recessed Curb Inlet and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 41 – Construct 5’x5’ Type II Junction Box

This pay item shall consist of all work associated with providing Headwalls and Wingwalls for the project and shall be performed in accordance with NCTCOG Item 502.12, plans, details, and general notes.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, riser, manhole, ring, cover, backfill material, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per each Junction Box and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 42-44 – Construct TxDOT Headwall (All Sizes)

This pay item shall consist of all work associated with providing Headwalls and Wingwalls for the project and shall be performed in accordance with TxDOT Item 466.

Payment for this item shall include, but is not limited to: formwork, reinforcing, concrete, finishing, curing, joints, sealants, additional samples, backfill material, testing and all appurtenances.

Measurement and payment shall be for the unit price bid per each headwall and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 45 – Prepare and Implement Trench Excavation Protection (Storm System)

This pay item shall consist of all work associated with providing Trench Excavation Protection for the project and shall be performed in accordance with NCTCOG Item 107.20.3, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per linear foot of Trench Excavation Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 46 – Prepare and Implement Storm Water Pollution Prevention Plan

This pay item shall consist of all work associated with providing Site Protection and Temporary Erosion Sedimentation and Water Pollution Prevention and Control for the project and shall be performed in accordance with NCTCOG Items 201 and 202.

It shall be the full responsibility of the CONTRACTOR to acquire and comply with any and all permits as may be required to avoid delay of the Project. No separate payment will be made for this item and it will be considered subsidiary to the other items bid.

Every soil disturbing activity shall have at minimum an accompanying Erosion Control Plan (“ECP”). Those activities disturbing one or more acres shall require preparation of a Storm Water Pollution Prevention Plan (“SWP3”).

As necessary, the CONTRACTOR shall prepare and provide a SWP3 prior to construction. The cost to the CONTRACTOR for the preparation of the SWP3 shall be included in the unit price bid for Temporary Erosion, Sediment and Water Pollution Control and SWP3. The SWP3 shall be prepared in accordance with the Texas Commission on Environmental Quality (“TCEQ”) Construction General Permit TXR150000 and shall also comply with Federal storm water management regulations. The plan shall employ measures to prevent erosion and siltation caused by, or arising out of the construction disturbance from reaching streambeds, channels, storm water structures, ponds, etc. The plan shall follow the OWNER “Erosion and Sediment Control Manual” and employ recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG. In the event of a conflict between these manuals and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the OWNER in no way relieves the CONTRACTOR of any responsibility and liability for the pollution control.

Erosion control measures to be incorporated in the ECP and/or SWP3 are detailed in the construction Plans and are included in this Contract as separate pay items. The bid items for the temporary erosion control items include the installation, maintenance (throughout the Project duration) and removal of these items.

For activities disturbing one or more acres, the appropriate Construction Site Notice (“CSN”) shall be completed and posted prior to commencement of activities. For activities disturbing five or more acres, it is required that a Notice of Intent (“NOI”) be prepared and submitted to TCEQ prior to commencement of activities. A copy of the NOI and/or appropriate CSN shall be provided to the OWNER prior to issuance of a grading permit. The ECP shall be provided to OWNER’s Erosion Control Officer prior to grading.

The appropriate CSN shall be posted in a location viewable to the public. If the activity requires NOI submittal, the Letter of Acknowledgement (upon receipt) shall be posted with the CSN. These shall remain posted until construction is complete and Notice of Termination (“NOT”) submitted. The SWP3 shall be readily available for review by Federal, State, or local officials.

No soil disturbing activities will occur until the following have been implemented:

- (a) SW3P (if appropriate) is signed by both the CONTRACTOR and OWNER
- (b) OWNER submits NOI to the State (if appropriate)
- (c) CONTRACTOR submits NOI to the State (if appropriate)
- (d) CSN/Letter of Acknowledgement (as appropriate) posted on site and viewable to the public
- (e) SW3P, ECP, and associated Best Management Practices (“BMPs”) being fully implemented and inspected by Town Inspector

When the above items have been approved the OWNER’s Erosion Control Officer the OWNER will issue the second Notice to Proceed.

The CONTRACTOR shall comply with the OWNER’s Storm Water Ordinance, General Notes, NCTCOG’s iSWM™ Design Manual for Construction, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

The site shall be reviewed by the CONTRACTOR or his representative weekly, and after any major storm. Adjustments/repairs to the erosion control measures will then be made as needed and inspected and approved by OWNER’s Erosion Control Officer. Any changes to the ECP must be incorporated into the SWP3 as appropriate. Changes to the SW3P shall include date of change and reason for modification.

Final acceptance of a site shall be contingent upon vegetation being established per the TPDES General Construction Permit TXR150000, and a proper NOT submitted to the State. A copy of the NOT shall be provided to the OWNER. Until such final acceptance of the erosion control has been determined, the OWNER shall withhold half of the retainage as described in the Progress Payments and Retainage section of the Contract Documents.

Measurement and payment shall be based on the lump sum bid price of Storm Water Pollution Prevention Plan and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Items 47 – Furnish, Install, Maintain, and Remove Rock Check Dam

This pay item shall consist of all work associated with providing Rock Check Dam for the project and shall be performed in accordance with NCTCOG Item 202.9, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per each Rock Check Dam and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Items 48 – Furnish, Install, Maintain, and Remove Sediment Control Fence

This pay item shall consist of all work associated with providing Sediment Control Fence for the project and shall be performed in accordance with NCTCOG Item 202.5, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per linear foot of Sediment Control Fence and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Items 49 – Furnish, Install, Maintain, and Remove Inlet Protection

This pay item shall consist of all work associated with providing Inlet Protection for the project and shall be performed in accordance with NCTCOG Item 202.14, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per each Inlet Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 50 – Furnish, Install, Maintain, and Remove Erosion Control Log

This pay item shall consist of all work associated with providing Erosion Control Logs for the project and shall be performed in accordance with NCTCOG Item 202.18, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

Measurement and payment shall be based on the price bid per linear foot of Erosion Control Log and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 51 – Furnish, Install, Maintain, and Remove Stabilized Construction Entrance

This pay item shall consist of all work associated with providing Stabilized Construction Entrances/Exits for the project and shall be performed in accordance with NCTCOG Item 201.11, plans, details, general notes, and recommendations of the “iSWM™ Design Manual for Construction” published by NCTCOG.

This item shall include, but not be limited to: grading, filter fabric, stone, maintenance, and all appurtenances.

Contractor shall be responsible to locate construction entrances/exits and include the construction entrances/exits in the SWPPP for the project.

Additional construction entrances deemed necessary by the Contractor shall be subsidiary to this item.

Measurement and payment shall be for the unit price bid per each Stabilized Construction Entrance/Exit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 52 – Furnish and Install Dry Stone UngROUTED Riprap (Protection) (18”) (Storm System) (Includes Excavation)

This pay item shall consist of all work associated with providing riprap for the project and shall be performed in accordance with TxDOT Item 432, plans, details, and general notes.

All riprap shall include bedding stone for protection of riprap. This pay item shall include furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Measurement and payment shall be for the unit price bid per cubic yard of riprap and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Excavation for riprap is subsidiary to this item.

Pay Item 53 – Ditch and Channel Excavation, Grading, and Haul Off

The work under this Item shall be performed in accordance with NCTCOG Item 203.2.

This item includes all excavation required for the proposed ditch and channel grading. All other excavation shall be paid for under “Unclassified Street Excavation”.

The bid total was determined through calculations and will be used for determining final quantity for payment purposes. Contract adjustment may be made if the actual measured quantity varies by more than 10% of the total estimated bid quantity amount. Either the OWNER or the CONTRACTOR may initiate the adjustment. If the adjustment is requested by the CONTRACTOR, the CONTRACTOR must obtain field measurements and calculations acceptable to the OWNER justifying the actual quantity. If the adjustment is made by the OWNER, the revised quantity will constitute the final quantity which payment will be made.

This item shall include all excavation required for the proposed outfall grading for the project.

Refer to Geotechnical Engineering Study prepared by CMJ Engineering on March 2023 for additional information for material and compaction requirements.

Measurement and payment shall be for the unit price bid per cubic yard of Ditch and Channel Excavation and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 54-55 – Furnish and Install AWWA C900 DR 18 PVC Water Line By Open Cut

This pay item shall consist of all work associated with providing water line for the project and shall be in accordance with embedment details and NCTCOG Items 501.14 and 504.2.2.

The bid price for this item shall include site preparation; furnishing, hauling and laying of water line and fittings; trench excavation, thrust blocking, restraint, backfilling and embedment material as specified; replacement of topsoil; protecting existing landscaping (including trees), structures or utilities (where applicable); disposal of surplus materials and excess excavation; cleaning up and maintenance; sign and pavement marking replacement, surveying and replacement of monuments; property restoration; removal of mud from roadways; maintaining access to existing residences; and any incidental work and materials not otherwise provided for in these specifications. Restrained joint pipe shall be included in this bid item, as required, at bends, tees, and dead end valves in accordance with Details W10, W11, W12, W18 and the General Notes of these Plans.

The Contractor shall be required to perform hydrostatic testing and disinfection for the proposed water line. The hydrostatic testing and disinfection shall be performed in accordance with NCTCOG Items 506.5 and 506.7. Payment will be made at the applicable unit price bid in the Proposal as it corresponds in size and depth to the constructed facility. Payment for water line shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water line shall include all costs required to have utility companies, or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Measurement and payment shall be for the unit price bid per linear foot of water line and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Measurement for payment purposes will be done horizontally from the center of the fitting to the center of the fitting, or end of water line without deduction for intermediate fittings.

Pay Item 56 – Furnish and Install 20” AWWA C900 DR 18 PVC Water Line By Bore

This pay item shall consist of all work associated with providing water line (by bore) for the project and shall be in accordance with embedment details and NCTCOG Items 501.14 and 503.2.

This bid price includes restrained joint PVC pipe installed in steel casing, as required per Detail W19 and the General Notes of these Plans. Pipe manufacturer shall be responsible for determining the total linear footage of restrained pipe required. Where fittings are located adjacent to steel casing pipe, no thrust restraint contribution shall be allowed for the pipe in the casing. Restrained joint PVC pipe shall be Diamond Lok-21 as manufactured by Diamond Plastics or approved equal. Casing spacers, as described in NCTCOG Item 503.2 are also included in this bid item. Bore and steel casing are NOT included in this pay item.

The Contractor shall be required to perform hydrostatic testing and disinfection for the proposed water line. The hydrostatic testing and disinfection shall be performed in accordance with NCTCOG Items 506.5 and 506.7. Payment will be made at the applicable unit price bid in the Proposal as it corresponds in size and depth to the constructed facility. Payment for water line shall include any and all extra precautions or construction requirements necessary to adequately protect and support existing utilities. Payment for water line shall include all costs required to have utility companies, or other parties, repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.

Measurement and payment shall be for the unit price bid per linear foot of restrained joint water line and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Measurement for payment purposes will be done horizontally from the center of the fitting to the center of the fitting, or end of water line without deduction for intermediate fittings.

Pay Item 57 – Furnish and Install 12” Gate Valve (AWWA C509)

This pay item shall consist of all work associated with providing 12” gate valves for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.6.2.

The bid price for gate valves should include mechanical restraint, connections as noted on the plans, polywrap, extension pipe, box and cover, concrete base block, and all other items described in Town General Notes.

Measurement and payment shall be for the unit price bid per each valve and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 58 – Furnish and Install 20” Butterfly Valve (AWWA C504)

This pay item shall consist of all work associated with providing 20” butterfly valves for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.6.5.

The bid price for butterfly valves should include mechanical restraint, connections as noted on the plans, polywrap, extension pipe, box and cover, concrete base block, and all other items described in Detail W07.

Measurement and payment shall be for the unit price bid per each valve and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 59 – Furnish and Install Fire Hydrant Assembly (Includes Lead/Gate Valve)

This pay item shall consist of all work associated with providing Fire Hydrants for the project and shall be in accordance with the General Notes of these Plans and NCTCOG Item 502.3

The bid price for fire hydrant assemblies should include fire hydrant, 6” gate valve in accordance with the General Notes of these Plans and NCTCOG 502.6.2, installation of lead pipe, fittings, polywrap, concrete blocking and pad, and all other items described in Details W01, 02, and 03.

Measurement and payment shall be for the unit price bid per each fire hydrant and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 60 – Furnish and Install 2” Air Release Valve And Vault (C512)

This pay item shall consist of all work associated with providing air release valve assembly for the project and shall be in accordance with Detail W08 and NCTCOG Item 502.6.3.

This bid item shall consist of furnishing all tools, equipment, materials, and labor including excavation, bedding, backfill, compaction, valves, valve boxes, concrete vaults, blocking, and other appurtenances as necessary to install complete the air release valve assembly.

Measurement and payment shall be for the unit price bid per each air release valve assembly and vault and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 61 – Connect to Existing Water Line

This pay item shall consist of all work associated with connections to existing water lines for the project and shall be in accordance with general notes and NCTCOG Item 506.6.

This item shall consist of furnishing all the labor, materials, tools and equipment necessary to locate, cut, and connect the proposed water line to an existing water line. The bid price shall include all excavation and disposal of excavated soil, pavement and concrete; furnishing, hauling, and laying of pipe fittings and thrust restraint; protection of existing structures and utilities; property restoration; clean-up; and any incidental work and materials not otherwise provided for

in these specifications. The Contractor is responsible for locating the existing water line and determining the existing pipe material. All the work associated with the connection due to location shall be included in the bid price.

Measurement and payment shall be for the unit price bid per each connection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 62 – Furnish and Install Bore and 36” Steel Casing

This pay item shall consist of all work associated with providing 36” steel casing for the project and shall be in accordance with Detail W19, the General Notes of these Plans, and NCTCOG Item 503.3.3.3.

This bid item shall include all equipment; steel casing pipe; excavation; hauling; dewatering; disposal of surplus or unsuitable materials; completion of the bore; contact grouting; furnishing, placement, and compaction of backfill; clean-up; and all other incidental work.

Steel casing pipe shall have a minimum wall thickness of 0.625” (5/8) and shall be coated and lined according to AWWA C210.

Support and protection of existing utilities will not be measured or paid for separately and shall be included in this bid item. Casing spacers and carrier pipe are NOT included in this bid item.

Measurement and payment shall be for the unit price bid per linear foot of bore and steel casing installed and shall be full compensation for all labor, materials, and incidentals necessary to complete the work. Installation of steel casing pipe by bore will be measured and paid for by the linear foot horizontally along the pipe centerline, in place.

Pay Item 63 – Prepare and Implement Trench Excavation Protection (Water System)

This pay item shall consist of all work associated with providing Trench Excavation Protection for the project and shall be performed in accordance with NCTCOG Item 107.20.3, plans, details, and general notes.

Measurement and payment shall be for the unit price bid per linear foot of Trench Excavation Protection and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 64 – Construct Cement Stabilized Abutment Backfill

This pay item shall consist of all work associated with providing cement stabilized backfill for abutments in accordance with TxDOT Item 400. Limits of backfill shall be in accordance with “Option 2 – Plan with Wingwalls” as shown on the plans. Flowable fill alternatives shall be submitted for owner and geotechnical engineer review.

Measurement and payment shall be for the unit price bid per cub yard of backfill material and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 65-66 – Construct Drill Shaft

This pay item shall consist of all work associated with constructing reinforced concrete drilled shafts in accordance with TxDOT Item 416.

Measurement and payment shall be for the unit price bid per linear foot of drilled shaft and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 67-70 – Construct Class C Concrete (HPC)

This pay item shall consist of all work associated with constructing reinforced concrete for abutments, columns, caps, and wingwalls in accordance with TxDOT Item 420.

Measurement and payment shall be for the unit price bid per cubic yard of concrete installed and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 71 – Furnish and Install Prestressed Concrete Girder (TX46)

This pay item shall consist of all work associated with constructing reinforced concrete for abutments, columns, caps, and wingwalls in accordance with TxDOT Item 420.

Measurement and payment shall be for the unit price bid per linear foot of girder and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 72 – Construct Reinforced Concrete Slab (HPC)

This pay item shall consist of all work associated with constructing reinforced concrete bridge slab in accordance with TxDOT Item 422.

Measurement and payment shall be for the unit price bid per square foot of concrete slab and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 73 – Construct Approach Slab (HPC)

This pay item shall consist of all work associated with constructing reinforced concrete approach slab in accordance with TxDOT Item 422.

Measurement and payment shall be for the unit price bid per cubic yard of approach slab and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 74 – Construct Bridge Median (HPC) (Stamped and Stained)

This pay item shall consist of all work associated with constructing the raised bridge median in accordance with TxDOT Item 422. All work associated with stamping and staining concrete in accordance with the plans and landscape architect requirements are subsidiary to this item. Contractor shall construct mock-ups of stamped and stained concrete for owner review and approval prior to construction of this item.

Measurement and payment shall be for the unit price bid per square foot of raised median on bridge and approach slab, and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 75 – Furnish and Install Elastomeric Bearing Pads (Laminated)

This pay item shall consist of all work associated with furnishing and installing elastomeric bearing pads in accordance with TxDOT Item 434.

Measurement and payment shall be for the unit price bid per each bearing pad and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 76 – Furnish and Install Rail (TY C402) (HPC)

This pay item shall consist of all work associated with furnishing and installing Type C402 rails in accordance with TxDOT Item 450. All work associated with aesthetic treatment of combination rails in accordance with the plans and landscape architect requirements are subsidiary to this item. Contractor shall construct mock-ups of aesthetically treated concrete for owner review and approval prior to construction of this item.

Measurement and payment shall be for the unit price bid per linear foot of rail and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 77 – Furnish and Install Rail (Town Standard Pedestrian Rail)

This pay item shall consist of all work associated with furnishing and installing Town Standard pedestrian rails in accordance with TxDOT Item 450 and the requirements shown on the plans. Pedestrian rails shall be hot-dipped galvanized and shop painted “Prosper Brown” (RAL 8008) with a coating system approved for use in accordance with TxDOT Item 445.

Measurement and payment shall be for the unit price bid per linear foot of rail and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 78 – Construct Sealed Expansion Joint (4 “) (SEJ-M)

This pay item shall consist of all work associated with constructing sealed expansion joints in accordance with TxDOT Item 454.

Measurement and payment shall be for the unit price bid per linear foot of expansion joint and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 79 – Furnish and Install Structural Steel (Miscellaneous Bridge) (BS-EJCP)

This pay item shall consist of all work associated with furnishing and installing steel sidewalk expansion joint cover plates in accordance with TxDOT Item 442.

Measurement and payment shall be for the unit price bid per pound of steel and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 80 – Construct Concrete Mow Edge (P-1)

This pay item shall consist of the installation of 12” wide x 6” deep concrete mow edge in medians between planting beds and sod areas in accordance with the Concrete Paving specification in the Landscape Plans.

Contractor to stake the location the centerline of mow edge in field and obtain Town's representative approval prior to forming.

Unless otherwise noted, concrete to be integral colored concrete with a rough trowel finish, and have minimum 3,000 psi strength at 28 days (reference Landscape Plans for full description).

Measurement and payment shall be for the unit price bid per linear foot of concrete mow strip and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 81 – Construct Median Nose Paving (Stamped and Stained) (P-2)

This pay item shall consist of the installation of stamped and stained concrete at the nose of each median in accordance with the Concrete Paving specification in the Landscape Plans.

Unless otherwise noted, concrete to be integral colored concrete with color and pattern to meet the Town standard, and to have minimum 3,000 psi strength at 28 days (reference Sheet 140 for full description).

Measurement and payment shall be for the unit price bid per square foot of paving and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 82 – Construct Maintenance Ramp (P-3)

This pay item shall consist of the installation of Town standard concrete maintenance ramps at the locations shown on Landscape Plans in accordance with Concrete Paving specification *and* the construction detail in the Landscape Plans.

Unless otherwise noted, concrete to be stamped and stained concrete with a medium broom finish, and have minimum 3,000 psi strength at 28 days (reference Landscape Plans for full description).

Measurement and payment shall be for the unit price bid per each ramp and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 83 – Furnish and Install Decorative Gravel (Colorado River Rock) (AG-1)

This pay item shall consist of furnishing and installation of decorative gravel to meet Town standards and in accordance with the construction details and specifications in the Landscape Plans.

Decorative gravel to be Colorado River Rock with a range of aggregate sizes from 2" – 4" diameter. Gravel to be installed to 8" minimum depth.

Measurement and payment shall be for the unit price bid per square foot of decorative gravel and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 84 – Furnish and Install Monument Sign

This pay item shall consist of furnishing and installation of Town Monument sign to meet Town standards and in accordance with the construction details in the Landscape Plans.

Measurement and payment shall be for the unit price bid per each sign and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 85 – Furnish and Install Steel Edge (M-1)

This pay item shall consist of furnishing and installation of 3/16” x 4” steel plate between planting bed and sod area in accordance with item description in the Landscape Plans.

Steel edge to be black with a powdercoat finish, and all seams to be flush and level. Contractor to submit cut sheet for approval prior to install.

Measurement and payment shall be for the unit price bid per linear foot of steel edge and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 86-91 – Furnish, Plant, and Establish Various Trees

This pay item shall consist of furnishing and installation of Bald Cypress tree in accordance with the Planting Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor’s responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Alternative species acceptable if Christiana Crape Myrtles are not available due to supply: Tonto Crape Myrtle, Centennial Crape Myrtle, Spirit Crape Myrtle, or Siren Red Crape Myrtle.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per each tree and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 92-96 – Furnish, Plant, and Establish Various Plantings

The work under this item shall be to furnish and install various planting in accordance with the Planting Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor’s responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per each planting and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 97 – Furnish, Plant, and Establish Palisades Zoysia With 4" Topsoil (Median), Including All Incidentals

The work under this item shall be to furnish and install 24" wide strips of Palisades Zoysia Sod in accordance with the Turf and Grasses Specifications and to meet the full description in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of sod and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 98 - Furnish, Plant, and Establish Bermuda Sod With 4" Topsoil (Parkway and Slopes), Including All Incidentals

The work under this item shall be to furnish and install 24" wide strips of Bermuda Sod in accordance with the Turf and Grasses Specifications in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of sod and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 99 – Furnish, Plant, and Establish Bermuda Hydromulch, Including All Incidentals

The work under this item shall be to furnish and install Hydromulch in accordance with the Turf and Grasses Specifications in the Landscape Plans.

All plant material shall be measured according to the latest edition of the Texas Nursery & Landscape Association Specifications, Grades and Standards. It is the contractor's responsibility that all plant material meets the Town standards as written in the Landscape Plans.

Partial payments for Hydromulch shall be paid for with the regular monthly estimates as follows:

- a. When Hydromulch has been placed and planted, 50% of the total unit placed bid will be paid.
- b. Payment for the remainder of the bid for Hydromulch will be made once Hydromulch is established.

Contractor shall be responsible for irrigating vegetation until establishment.

Measurement and payment shall be for the unit price bid per square foot of hydromulch and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 100 – Furnish and Install Bed Prep, Including All Incidentals

The work under this item shall be to prepare landscape beds for planting by replacing the top 4” of existing soils from all planting areas and replace with 4”-6” of approved top soil blend as specified in the *Special Notes* in the Landscape Plans.

It is the contractor’s responsibility that all planting beds and turf areas have soil prepared as written in the Planting Specifications in the Landscape Plans.

Measurement and payment shall be for the unit price bid per square foot of planting bed soil and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 101 – Furnish and Install Mulch, Including All Incidentals

The work under this item shall be to install mulch layer at all planting beds. Mulch is to be partially decomposed fine shredded Cedar mulch. Contractor will installed a 3” mulch layer at all plant material per the Planting Specifications in the Landscape Plans.

Measurement and payment shall be for the unit price bid per square foot of planting bed mulch and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 102 – Furnish and Install Permanent Irrigation (Median), Including All Incidentals

The work under this item shall be performed in accordance with the written specifications in the plans. It is the contractor’s responsibility to verify all quantities of irrigation prior to bidding and prior to install.

Permanent irrigation to be installed in medians as laid out in the Plans. Unless indicated otherwise with a specific pay item, all work to furnish and install permanent irrigation for the project will be considered subsidiary to this item. Subsidiary items include, but are not limited to: pressure testing, mainline, laterals, electrical power, wiring, valves and valve boxes, irrigation sleeves under pavement, swing joints, driplines, controllers, meters, back flow, rain sensors, spray heads, bubblers, fittings, PVC cement, trenching and backfill, etc.

This item includes all work required to bore conduit under pavement if needed. Conduit shall be installed under the subgrade so that future grading and pavement construction does not damage the conduit. This work shall be performed in accordance with TxDOT Item 618 and requirement under Pay Item 105.

This item includes all work associated with providing electrical service and connecting to the irrigation controller.

The irrigation installation and system must be installed in accordance with the *Special Notes* included in the Plans.

Measurement and payment shall be for the unit price bid per square foot of irrigation and shall be full compensation for all labor, materials, and incidentals necessary to complete all permanent irrigation work on the project.

Pay Item 103 – Furnish and Install Temporary Irrigation System (Parkway and Slopes), Including All Incidentals

The work under this item shall be performed in accordance with the written specifications in the plans. It is the contractor's responsibility to verify all quantities of irrigation prior to bidding and prior to install.

Temporary irrigation to be installed along curbs/sidewalks in R.O.W. as laid out in the plans.

The irrigation installation and system must be installed in accordance with the *Special Notes* included in the plans. Unless indicated otherwise with a specific pay item, all work to furnish and install temporary irrigation for the project will be considered subsidiary to this item. Subsidiary items include, but are not limited to: pressure testing, mainline, laterals, electrical power, wiring, valves and valve boxes, irrigation sleeves under pavement, swing joints, driplines, controllers, meters, back flow, rain sensors, spray heads, bubblers, fittings, PVC cement, trenching and backfill, etc.

Measurement and payment shall be for the unit price bid per square foot of temporary irrigation and shall be full compensation for all labor, materials, and incidentals necessary to complete all temporary irrigation work on the project.

Pay Item 104 – Furnish and Install Condt (PVC) (SCHD 40) (2")

The work under this Item shall be to furnish and install PVC conduit and shall be performed in accordance with TxDOT Item 618. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

There shall be no extra compensation if Contractor chooses to bore conduit rather than trench.

Contractor shall secure permission from the proper authority and the approval of the Town prior to cutting into or removing any sidewalks or curbs, which may be required for installation. The locations of conduit and ground boxes are diagrammatic only and may be shifted with Town approval to accommodate field conditions.

The Contractor shall install a non-metallic pull rope in conduit runs in excess of 50 feet.

Measurement and payment shall be for the unit price bid per linear foot of PVC conduit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 105 – Furnish and Install Condt (PVC) (SCHD 40) (2") (Bore) (Allowance)

The work under this Item shall be to furnish and install PVC conduit and shall be performed in accordance with TxDOT Item 618. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

Contractor shall secure permission from the proper authority and the approval of the Town prior to cutting into or removing any sidewalks or curbs, which may be required for installation. The

locations of conduit and ground boxes are diagrammatic only and may be shifted with Town approval to accommodate field conditions.

The Contractor shall install a non-metallic pull rope in conduit runs in excess of 50 feet.

Conduit shall be placed under existing pavement by an approved boring method unless otherwise directed by the Town. Pits for boring shall not be closer than 2 feet from the edge of the pavement unless otherwise directed by the Town. Water jetting will not be permitted. When boring is used under pavement conduit installations, the maximum allowable over-cut shall be 1 inch in diameter. When conduits are bored, the vertical and horizontal tolerances shall not exceed 18" as measured from the intended target point. All conduit shall be installed at a minimum depth of 36" below grade measured from the bottom of the concrete slab. The use of pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile") will not be permitted.

This is an allowance item and shall only be used when directed by the OWNER.

Measurement and payment shall be for the unit price bid per linear foot of PVC conduit and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.

Pay Item 106 – Furnish and Install Ground Box TY C (162911) W/ Apron

The work under this Item shall be to furnish and install Ground Box TY C (162911) W / Apron and shall be performed in accordance with TxDOT Item 624. This Item shall include all tools, labor, materials, and incidentals necessary to complete the work.

Ground boxes to be offset at least 2.5 feet from edge of curb to edge of ground box. For narrow medians with limited space, ground boxes to be centered in the median.

All ground boxes used for lighting shall have "LIGHTING" and "DANGER-HIGH VOLTAGE" imprinted on the cover.

Measurement and payment shall be for the unit price bid per each ground box and shall be full compensation for all labor, materials, and incidentals necessary to complete the work.