ADDENDUM NO. 2

To the Plans, Specifications & General Contract Documents

Water, Storm Drain, Paving, and Street Light Improvements to serve Oak Grove Road from Enon Avenue to Joel East Road CITY PROJECT NO.: 102802

Bid Date: January 14, 2021 Addendum No. 2: Issued January 11, 2021

The Contract Documents, Specifications, and Plans for the subject project are hereby amended as follows:

SPECIFICATIONS & CONTRACT DOCUMENTS:

1. 00 11 13 INVITATION TO BIDDERS – DEVELOPER AWARDED CONTRACTS

The Prebid Conference was rescheduled for Wednesday January 6, 2021 at 1:30 PM CST. Invitations were sent to all who expressed an interest in the project as of January 5, 2021.

2. 00 41 00 BID FORM

The Bid Form has been deleted in its entirety and replaced with the enclosed revised Bid Form labelled Addendum 2. Asphalt Paving Construction was removed from Section 3 Prequalification and Number of Working Days & Milestones were added to Section 4 Time of Completion.

3. 00 42 43 PROPOSAL FORM

The Proposal Form spreadsheet in the Excel "Bid Proposal Workbook" on the City's website was modified to eliminate the formulas that were inadvertently entered into the quantities fields for some of the Unit IV Paving bid items. Updated quantities for Unit IV Paving bid items include lines items 14 Unclassified Excavation by Plan, 15 Embankment by Plan, and 16 Borrow by Plan have been incorporated into the Proposal Form. The Proposal Form to submit with your bid will be labelled with Addendum 2.

4. 00 45 12 PREQUALIFICATION STATEMENT

The Prequalification Statement has been deleted in its entirety and replaced with the enclosed revised Prequalification Statement labelled Addendum 2. The prequalification requirement for Asphalt Paving was removed from the contract.

5. 00 52 43 AGREEMENT

The Agreement has been deleted in its entirety and replaced with the enclosed revised Agreement labelled Addendum 2. Article 3 Contract Time has been modified to include number of working days and interim milestones & liquidated damages for work associated with Waterlines A & B.

CONSTRUCTION PLANS

The Construction Plans for the subject project are hereby added, removed, or revised as labelled Addendum 1 on the respective sheets.

Sheet C-09	Modified Sequencing Notes at bottom of sheet.
Sheet C-17 – C-19	Removed pavement hatch to clearly shown EG contour lines.
Sheet C-57	Updated stationing for the use of flex base alternate subgrade.
Sheet 1	Cross sections exhibit added for bidding purposes only.

- 1. Bidder acknowledges they have read the attached Pre-Bid Agenda which was presented at the optional Prebid Conference on January 6, 2021.
- 2. The MBE Goal is 10% of the City Participation Amount, not Total Construction Bid. The City Participation Amount has been identified as \$1.2 Million for work identified under Unit III Drainage Improvements, Unit IV Paving Improvements, and/or Unit V Street Light Improvements.
- 3. The definition of a Working Day can be found in Specification 00 73 10 Standard City Conditions of the Construction Contract for Developer Awarded Projects; Article 1.01.A.42.
- 4. Per Note 3 on Plan Sheet C-12, thrust blocking shall be subsidiary to the 30" pressure pipe bid item and no separate payment shall be made.
- 5. The Liquidated damages as described in Article 3.3 of the Agreement shall be \$1,250.00 for each *working* day.
- 6. The location of all isolation valves needed to shut down the 30" water line can be found on sheet C-09.
- 7. Per coordination with City of Fort Worth Plant Operations, the shut down of the 30" water line may occur past March 1st, but no later than May 1st, 2021. In addition, shutdown of the 30" water line is to occur prior to April 16th, 2021 (unless otherwise approved by the Water Department), and substantial completion and in service prior to April 23rd, 2021 or else liquidated damages will be assessed for every day after this date. These dates and notes have been included in the addendum on sheet C-09 Water Line Sequencing.
- 8. Cross-Sections of the proposed grading have been included as "CROSS SECTIONS STA 70+00 TO STA 84+00 SHEET NUMBER 1" for bidding purposes only.

This Addendum, forms part of the Contract Documents referenced above and modifies the original Contract Documents and Plans. Bidder shall acknowledge receipt of this addendum <u>in</u> the space provided below, on the last page of the Bid Form and acknowledge receipt <u>on the outer envelope of your bid</u>.

A signed copy of this Addendum should be included in the sealed bid envelope at the time of bid submittal. Failure to acknowledge the receipt of this Addendum could cause the subject bidder to be considered "NONRESPONSIVE," resulting in disqualification.

RECIEPT ACKNOWLEDGEMENT:

Ву:_____

Company:_____

Address:_____

City:_____State:____

ISSUED BY: Kimley-Horn and Associates, Inc.

Bv: Erewer, PE Cody

Associate

ACCEPTED BY CITY:

Debbie Q. Willhelm

Debbie J. Wilhelm, PE Project Manager

SECTION 00 41 00 BID Publicly Bid Developer Awarded Projects - BID FORM

- ADDENDUM NO. 2
- TO: Carter Park East Land, LLC 1717 McKinney Avenue, Suite 1900 Dallas, TX 75202

FOR:Water, Paving, Drainage, and Street Lighting improvements to serve
Oak Grove Road between Joel East Road to Enon AvenueCity Project No.:102802

Units/Sections: UNIT I: WATER IMPROVEMENTS UNIT III: DRAINAGE IMPROVEMENTS UNIT IV: PAVING IMPROVEMENTS UNIT V: STREET LIGHTING IMPROVEMENTS

1. Enter Into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Developer in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER Acknowledgements and Certification

- 2.1. In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.
- 2.2. Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements in the construction contract.
- 2.3. Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2.4. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 2.5. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 2.6. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process.
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Developer (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Developer of the benefits of free and open competition.
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Developer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

3. Prequalification

The Bidder acknowledges that the following work types must be performed only by prequalified contractors and subcontractors:

- a. Water Transmission, Development, 42-inch and smaller
- b. Concrete Paving Construction, Reconstruction (15,000 SY & Greater)
- c. Roadway and Pedestrian Lighting

4. Time of Completion

- 4.1 As a milestone, the work for Water Lines A and B will be Substantially Complete, which is defined under Article 3.2 of the Agreement, by close of business on April 23, 2021. This date of Substantial Completion shall be memorialized by written notice given to the Contractor by the City.
- 4.2 Bidder agrees to complete WORK for FINAL ACCEPTANCE within <u>170</u> working days after the date when the Contract Time commences to run as provided in the General Conditions.
- 4.3 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work {and/or achievement of Milestones} within the times specified in the Agreement.

5. Attached to this Bid

The following documents are attached to and made a part of this Bid:

- a. This Bid Form, Section 00 41 00
- b. Proposal Form, Section 00 42 43
- c. MBE Forms
- d. Prequalification Statement, Section 00 45 12
- e. Any additional documents that may be required by Section 12 of the Instructions to Bidders
- f. Bidder pre-qualification application (Optional)

6. Total Bid Amount

- 6.1. Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.
- 6.2. It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

6.3 TOTAL BID	\$0.00
7. Bid Submittal This Bid is submitted on Month Day, Year	by the entity named below.
Respectfully submitted,	Receipt is acknowledged of the Initial
D.a.	following Addenda: Addendum No. 1:
By: (Signature)	Addendum No. 2:
(Oighataro)	Addendum No. 3:
Printed Name Here	Addendum No. 4:
(Printed Name)	
Title: Title Here Company: Company Name Here Address: Address Here Address Here or Space City, State Zip Code Here	Corporate Seal:
State of Incorporation: State Here Email: Your Email Address Here Phone: Your Phone Number Here	

END OF SECTION

SECTION 00 42 43 Developer Awarded Projects - PROPOSAL FORM ADDENDUM NO. 2

UNIT PRICE BID

Bidder's Application

	Project Item Information				Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price Bid Value	
	UNIT I: WATER I	MPROVEMENT	S			
1	0171.0102 As-Built Survey	01 71 23	LS	1		\$ -
2	0241.1020 Remove 30" Water Line	02 41 14	LF	130		\$ -
3	3305.0102 Cathodic Protection Test Station Adjustment	33 05 14	EA	6		\$ -
4	3305.0103 Exploratory Excavation of Existing Utilities	33 05 30	EA	4		\$ -
5	3305.0107 Manhole - Minor Adjustment	33 05 14	EA	5		\$ -
6	3305.0108 Miscellaneous Structure Adjustment - STA 86+20	33 05 14	EA	1		\$ -
7	3305.0108 Miscellaneous Structure Adjustment - STA 119+00	33 05 14	EA	1		\$ -
8	3305 0109 Trench Safety	33 05 10	LF	546		\$ -
9	3305.0111 Valve Box Adjustment	33 12 40	EA	4		\$ -
10	3305.0114 Manhole Adjustment, Major w/ Cover	33 05 14	EA	10		\$ -
11	3305.0116 Concrete Encasement for Utility Pipes	33 05 10	CY	2		\$ -
12	3305.1008 48" Casing By Open Cut	33 05 22	LF	20		\$ -
13	3305.2008 30" Water Carrier Pipe	33 05 24	LF	20		\$ -
14	3311.0001 Ductile Iron Water Fittings w/ Restraint	33 11 11	TON	1.1		\$ -
15	3311.0451 12" DIP Water	33 11 10	LF	31		\$ -
16	3311.0457 12" DIP Water, CLSM Backfill	33 11 10	LF	14		\$ -
17	3311.0461 12" PVC Water Pipe	33 11 12	LF	385		\$ -
18	3311.0775 30" Concrete AWWA C303 Water Pipe, CSS Backfill (33 11 13	LF	110		\$ -
19	3312.0106 Connection to Existing 16" Water Main	33 12 25	EA	1		\$ -
20	3312.0109 Connection to Existing 30" Water Main	33 12 25	EA	2		\$ -
21	3312.0117 Connection to Existing 4"-12" Water Main	33 12 25	EA	1		\$ -
22	3312.3005 12" Gate Valve	33 12 20	EA	2		\$ -
23	3312.4114 16" x 12" Tapping Sleeve & Valve	33 12 25	EA	1		\$
		L UNIT I: WATE				\$C

Project Item Information						Bidder's Proposal	
Bidlist Item	Description	Specification	Unit of	Bid	Unit Price	Bid Value	
No.	Ĩ	Section No.	Measure	Quantity	Olint Thee	Dia value	
	UNIT III: DR/	AINAGE IMPROVEME	NTS				
1	0171.0101 Construction Staking	01 71 23	LS	1		\$ -	
2	0171.0102 As-Built Survey	01 71 23	LS	1		\$ -	
3	0241.3106 30" Storm Abandonment Plug	02 41 14	EA	1		\$ -	
4	0241.3108 36" Storm Abandonment Plug	02 41 14	EA	1		\$ -	
5	3137.0104 Medium Stone Riprap, dry	31 37 00	SY	271		\$ -	
6	3301.0012 Post CCTV Inspection of Storm Drain	33 01 31	LF	4,855		\$ -	
7	3305.0109 Trench Safety	33 05 10	LF	4,730		\$ -	
8	3305.1107 42" Casing By Other Than Open Cut	33 05 22	LF	60		\$ -	
9	3341.0103 18" RCP, Class III	33 41 10	LF	49		\$ -	
10	3341.0201 21" RCP, Class III	33 41 10	LF	8		\$ -	
11	3341.0205 24" RCP, Class III	33 41 10	LF	1,408		\$ -	
12	3341.0302 30" RCP, Class III	33 41 10	LF	209		\$ -	
13	3341.0309 36" RCP, Class III	33 41 10	LF	976		\$ -	
14	3341.1102 4x3 Box Culvert	33 41 10	LF	483		\$ -	
15	3341.1202 5x4 Box Culvert	33 41 10	LF	422		\$ -	
16	3341.1402 7x4 Box Culvert	33 41 10	LF	90		\$ -	
17	3349.0001 4' Storm Junction Box	33 49 10	EA	4		\$ -	
18	3349.0003 6' Storm Junction Box	33 49 10	EA	1		\$ -	
19	3349.0104 4' Stacked Manhole	33 49 10	EA	6		\$ -	
20	3349.1000 Headwall, Box Culvert	33 49 40	CY	1		\$ -	
21	3349.1105 30" Flared Headwall, 2 pipes	33 49 40	EA	1		\$ -	
22	3349.5001 10' Curb Inlet	33 49 20	EA	1		\$ -	
23	3349.6001 10' Recessed Inlet	33 49 20	EA	2		\$ -	
24	3349.6002 15' Recessed Inlet	33 49 20	EA	1		\$ -	
25	3349.6003 20' Recessed Inlet	33 49 20	EA	1		\$ -	
26	3349.8001 10' Type 2 Inlet	33 49 20	EA	4		\$ -	
27	3349.8002 15' Type 2 Inlet	33 49 20	EA	1		\$ -	
28	3349.8003 20' Type 2 Inlet	33 49 20	EA	1		\$ -	
29	9999.0004 8x3 Box Culvert	33 41 10	LF	1,210		\$ -	
30	420 6029 CL C CONC (CAP)	TxDOT 420	CY	1		\$ -	
	· · ·	•	•			•	
	TOT	AL UNIT III: DRAINA	GE IMPRO	/EMENTS		\$C	

Bidlist Item No.					Bidder's Proposal	
	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
	UNIT IV: PAVIN	G IMPROVEMEN	TS			1
1	0171.0101 Construction Staking	01 71 23	LS	1		\$-
2	0171.0102 As-Built Survey	01 71 23	LS	1		\$-
	0241.0100 Remove Sidewalk	02 41 13	SF	99		\$ -
4	0241.0401 Remove Concrete Drive	02 41 13	SF	7824		\$-
5	0241.0500 Remove Fence	02 41 13	LF	4117		\$ -
6	0241.0800 Remove Rip Rap	02 41 13	SF	372		\$ -
	0241.0550 Remove Guardrail	02 41 13	LF	87		\$ -
	0241.4401 Remove Headwall/SET	02 41 14	EA	3		\$ -
	0241.1100 Remove Asphalt Pvmt	02 41 13	SY	10761		\$ -
	0241.1300 Remove Conc Curb&Gutter	02 41 15	LF	20		\$-
-	0241.3018 Remove 33" Storm Line	02 41 14	LF	160		\$ -
	3110.0101 Site Clearing	31 10 00	LS	1		\$-
	3110.0102 6"-12" Tree Removal	31 10 00	EA	3		\$ -
	3123.0101 Unclassified Excavation by Plan	31 23 16	CY	8200		\$ -
	3124.0101 Embankment by Plan	31 24 00	CY	8200		\$ -
	3123.0103 Borrow by Plan	31 23 23	CY	5000		\$ -
	3125.0101 SWPPP ≥ 1 acre	31 25 00	LS	1		\$ -
	3211.0111 4" Flexible base, type A, GR-1	32 11 23	SY	464		\$ -
	3211.0502 8" Lime Treatment (54 LBS/SY)	32 11 29	SY	33199		\$ -
	3211.0400 Hydrated Lime	32 11 29	TN	896		\$ -
	3212.0302 2" Asphalt Pvmt Type D	32 12 16	SY	95		\$ -
	3212.0505 8" Asphalt Base Type B	32 12 16	SY	95 95		
	3213.0105 10" Conc Pvmt (4,000 PSI)	32 13 13	SY SF	27221		\$ -
	3213.0403 8" Concrete Driveway	32 13 20		25788		\$ -
	3213.0301 4" Conc Sidewalk	32 13 20	SF SF	68566		\$ -
	3212.0311 4" Conc Sidewalk, Adjacent to Curb	32 13 20		6071		\$ -
	3213.0506 Barrier Free Ramp, Type P-1	32 13 20	EA	2		\$ -
	3217.0001 4" SLD Pvmt Marking HAS (W)	32 17 23	LF	665		\$ -
	3217.0002 4" SLD Pvmt Marking HAS (Y)	32 17 23	LF	10433		\$ -
	3217.0201 8" SLD Pvmt Marking HAS (W)	32 17 23	LF	1144		\$ -
	3217.0202 8" SLD Pvmt Marking HAS (Y)	32 17 23	LF	48		\$ -
	3217.0004 4" BRK Pvmt Marking HAS (Y)	32 17 23	LF	2440		\$ -
	3217.0003 4" BRK Pvmt Marking HAS (W)	32 17 23	LF	2390		\$ -
	3217.0501 24" SLD Pvmt Marking HAE (W)	33 17 23	LF	22		\$ -
	3217.2102 REFL Raised Marker TY 1-C	32 17 23	EA	272		\$ -
	3217.2103 REFL Raised Marker TY II-A-A	32 17 23	EA	246		\$-
	3217.4301 Remove 4" Pvmt Marking	32 17 23	LF	6356		\$-
	3217.4303 Remove 8" Pvmt Marking	32 17 23	LF	1225		\$ -
	3217.4307 Remove Raised Marker	32 17 23	EA	160		\$-
	3291.0100 Topsoil	32 91 19	CY	2221		\$ -
41	3292.0100 Block Sod Placement	32 92 13	SY	13329		\$ -
	3441.4110 Remove and Reinstall Sign Panel and Post	34 41 30	EA	2		\$-
43	3441.4003 Furnish/Install Alum Sign Ground Mount City Std.	34 41 30	EA	5		\$ -
	3471.0001 Traffic Control	34 71 13	MO	12		\$-
45	3471.0002 Portable Message Sign	34 71 13	WK	50		\$-
46	3471.0003 Traffic Control Details	35 71 13	EA	2		\$ -
	9999.0001 Remove Gravel Drive	02 41 13	SF	6592		\$-
48	450 6052 RAIL (HANDRAIL)(TY F)	TxDOT 450	LF	179		\$ -
		L UNIT IV: PAVI				\$0.

	Project Item Information			Bidder's Proposal			
Bidlist Item No.	Description Price Bid						
	UNIT V: STREET LIGH	TING IMPROVE	MENTS				
1	2605.3014 2" CONDT RM (Riser)	26 05 33	LF	60		\$ -	
2	2605.3015 2" CONDT PVC SCH 80 (T)	26 05 33	LF	7,400		\$ -	
3	2605.3016 2" CONDT PVC SCH 80 (B)	26 05 33	LF	1,240		\$ -	
4	3305.0103 Exploratory Excavation of Existing Utilities	33 05 30	EA	100		\$ -	
5	3441.1408 NO 6 Insulated Elec Condr	34 41 10	LF	30,520		\$ -	
6	3441.1413 NO 6 Bare Elec Condr SLD	34 41 10	LF	7,990		\$ -	
7	3441.1502 Ground Box Type B, w/Apron	34 41 10	EA	23		\$ -	
8	3441.1645 Furnish/Install Type 33A Arm	34 41 11	EA	41		\$ -	
9	3441.1772 Furnish/Install 240-480 Volt Single Phase Metered Peo	34 41 11	EA	2		\$ -	
10	3441.3051 Furnish/Install LED Lighting Fixture (137 Watt ATB2 Co	34 41 11	EA	41		\$ -	
11	3441.3302 Rdwy Illum Foundation TY 3,5,6, and 8	34 41 20	EA	41		\$ -	
12	3441.3352 Furnish/Install Rdway Illum TY 18 Pole	34 41 20	EA	41		\$ -	
	TOTAL UNIT V: ST			/EMENTS		\$0.00	

	Project Item Information				Bidder's	s Proposal
Bidlist Item No.	em Description Des					Bid Value
	В	id Summary				
	UNIT I: WATER IMPROVEM	ENTS				\$0.00
	UNIT III: DRAINAGE IMPROVE	MENTS				\$0.00
	UNIT IV: PAVING IMPROVEMENTS					\$0.00
UNIT V: STREET LIGHTING IMPROVEMENTS				\$0.00		
			Total Const	ruction Bid		\$0.00

SECTION 00 45 12 PREQUALIFICATION STATEMENT

Each Bidder for a City procurement is required to complete the information below by identifying the prequalified contractors and/or subcontractors whom they intend to utilize for the major work type(s) listed.

Major Work Type	Contractor/Subcontractor Company Name	Prequalification Expiration Date
Water Transmission, Development, 42-inch and smaller	Company Name Here or space	Date Here or space
Concrete Paving Construction, Reconstruction (15,000 SY & Greater)	Company Name Here or space	Date Here or space
Roadway and Pedestrian Lighting	Company Name Here or space	Date Here or space
0	Company Name Here or space	Date Here or space

The undersigned hereby certifies that the contractors and/or subcontractors described in the table above are currently prequalified for the work types listed.

BIDDER:

Company Name Here

Address Here Address Here or Space City, State Zip Code Here By: 0

(Signature)

Title: Title Here

Date:

END OF SECTION

THIS AGREEMENT, authorized on ______ is made by and between the Developer,
Carter Park East Land, LLC, authorized to do business in Texas ("Developer"), and
_______, authorized to do
business in Texas, acting by and through its duly authorized representative, ("Contractor").

- Desiles in Texas, acting by and inough its duty automized representative, ("Contractor").
 Desiles on a Contractor in consideration of the metrol construct herein from et forthe construction.
- 8 Developer and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as
 9 follows:

10 Article 1. WORK

1

2

3

Contractor shall complete all Work as specified or indicated in the Contract Documents for theProject identified herein.

13 Article 2. PROJECT

- 14 The project for which the Work under the Contract Documents may be the whole or only a part is 15 generally described as follows:
- 16 WATER, STORM DRAIN, PAVING, AND STREET LIGHT IMPROVEMENTS TO SERVE OAK
 17 GROVE ROAD.
- 18 <u>CPN 102802</u>

19 Article 3. CONTRACT TIME

- 20 3.1 Time is of the essence.
- All time limits for Milestones and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.
- 23 3.2 Milestone Water Lines A and B.
- The Work associated with Proposed Water Lines A and B will be Substantially Complete, which shall be defined as being complete such that Proposed Water Lines A and B can function as it was intended pursuant to the Contract Documents, to the reasonable satisfaction of the City, by the close of business on <u>April 23, 2021</u>. The date of Substantial Completion shall be memorialized by written notice given by the City to the Contractor.
- 29 3.3 Final Acceptance.
- The Work will be complete for Final Acceptance within <u>170</u> working days after the date when the Contract Time commences to run as provided in Paragraph 12.04 of the Standard City Conditions of the Construction Contract for Developer Awarded Projects.

33 3.4 Liquidated damages

34 A. Contractor recognizes that *time is of the essence* to achieve Milestones, Substantial Completion, and Final Acceptance of the Work, and City and Developer will suffer 35 financial and other losses if the Work is not completed within the times specified in 36 37 Paragraphs 3.2 & 3.3 above, plus any extension thereof allowed in accordance with Article 10 of the Standard City Conditions of the Construction Contract for Developer 38 39 Awarded Projects. The Contractor also recognizes the delays, expense and difficulties 40 involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City and Developer if the Work related to the Milestones or Final Acceptance is not 41 completed on time. Accordingly, instead of requiring any such proof, Contractor agrees 42 that as liquidated damages for delay (but not as a penalty), Contractor shall pay 43 Developer One Thousand Two Hundred Fifty Dollars and Zero Cents, (\$1,250.00) for 44 each working day that expires after the time specified in Paragraph 3.3 for Final 45 Acceptance until the City issues the Final Letter of Acceptance. 46

47 Article 4. CONTRACT PRICE

- 48 Developer agrees to pay Contractor for performance of the Work in accordance with the Contract
 49 Documents an amount in current funds of ______ Dollars
- 50 (\$).

51 Article 5. CONTRACT DOCUMENTS

52 5.1 CONTENTS:

53 A. The Contract Documents which comprise the entire agreement between Developer and 54 Contractor concerning the Work consist of the following: 1. This Agreement. 55 56 2. Attachments to this Agreement: 57 Bid Form (As provided by Developer) a. 58 1) Proposal Form (DAP Version) 2) Prequalification Statement 59 3) State and Federal documents (*project specific*) 60 61 b. Insurance ACORD Form(s) c. Payment Bond (DAP Version) 62 d. Performance Bond (DAP Version) 63 e. Maintenance Bond (DAP Version) 64 65 f. Power of Attorney for the Bonds g. Worker's Compensation Affidavit 66 h. MBE and/or SBE Commitment Form (If required) 67 68 3. Standard City General Conditions of the Construction Contract for Developer Awarded Projects. 69 4. Supplementary Conditions. 70 5. Specifications specifically made a part of the Contract Documents by attachment 71 or, if not attached, as incorporated by reference and described in the Table of 72 Contents of the Project's Contract Documents. 73 74 6. Drawings. 75 7. Addenda. 76 8. Documentation submitted by Contractor prior to Notice of Award.

77	9.	The following which may be delivered or issued after the Effective Date of the
78		Agreement and, if issued, become an incorporated part of the Contract Documents:
79		a. Notice to Proceed.
80		b. Field Orders.
81		c. Change Orders.
82		d. Letter of Final Acceptance.
83		-
84		

85 Article 6. INDEMNIFICATION

86 1.2 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own 87 expense, the city, its officers, servants and employees, from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed 88 89 by the contractor, its officers, agents, employees, subcontractors, licenses or invitees 90 under this contract. This indemnification provision is specifically intended to operate 91 and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the city. 92 This indemnity provision is intended to include, without limitation, indemnity for 93 94 costs, expenses and legal fees incurred by the city in defending against such claims and 95 causes of actions.

96

97 6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense, 98 the city, its officers, servants and employees, from and against any and all loss, damage or destruction of property of the city, arising out of, or alleged to arise out of, the work 99 and services to be performed by the contractor, its officers, agents, employees, 100 subcontractors, licensees or invitees under this contract. This indemnification 101 102 provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, 103 by any act, omission or negligence of the city. 104

105

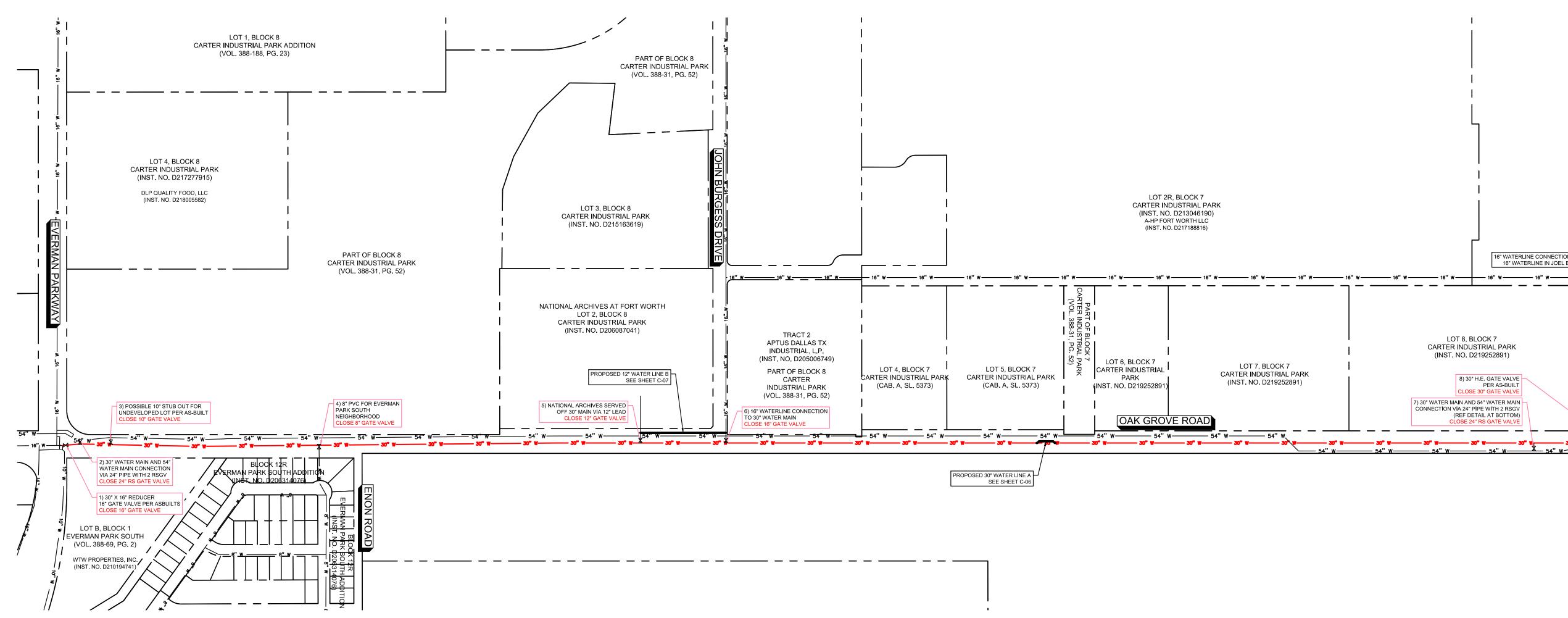
106 Article 7. MISCELLANEOUS

- 107 7.1 Terms.
- 108Terms used in this Agreement are defined in Article 1 of the Standard City Conditions of109the Construction Contract for Developer Awarded Projects.
- 110 7.2 Assignment of Contract.
- 111 This Agreement, including all of the Contract Documents may not be assigned by the 112 Contractor without the advanced express written consent of the Developer.
- 113 7.3 Successors and Assigns.
- 114 Developer and Contractor each binds itself, its partners, successors, assigns and legal 115 representatives to the other party hereto, in respect to all covenants, agreements and 116 obligations contained in the Contract Documents.
- 117 7.4 Severability.
- 118 Any provision or part of the Contract Documents held to be unconstitutional, void or 119 unenforceable by a court of competent jurisdiction shall be deemed stricken, and all 120 remaining provisions shall continue to be valid and binding upon DEVELOPER and 121 CONTRACTOR.
- 122 7.5 Governing Law and Venue.

123 This Agreement, including all of the Contract Documents is performable in the State of 124 Texas. Venue shall be Tarrant County, Texas, or the United States District Court for the 125 Northern District of Texas, Fort Worth Division. 126 127 7.6 Authority to Sign. Contractor shall attach evidence of authority to sign Agreement, if other than duly 128 129 authorized signatory of the Contractor. 130 IN WITNESS WHEREOF, Developer and Contractor have executed this Agreement in multiple 131 132 counterparts. 133 134 This Agreement is effective as of the last date signed by the Parties ("Effective Date"). 135 Contractor: Developer:

By: (Signature)	By: (Signature)
(Printed Name)	(Printed Name)
Title: Company Name: Address:	Title: Company name: Address:
City/State/Zip:	City/State/Zip:
Date	Date

136



SEQUENCING NOTES

	1.	CONTRACTOR SHALL NOTIFY THE CITY OF FORT WORTH (CITY) INSPECTOR , AND FORT WORTH WATER DEPARTMENT (CESAR ZA A SEQUENCING COORDINATION MEETING.
2	2.	THE COMMENCEMENT OF THE PROPOSED SHUT DOWN OF THE EXISTING 30" WATER LINE MAY ONLY OCCUR BETWEEN DECEMBE DEPARTMENT.
:	3.	CONTRACTOR IS ADVISED THAT SHOULD THE WORK NOT PROGRESS SUFFICIENTLY TO WARRANT A SHUT-DOWN PRIOR TO MAY WATER LINE UNTIL AFTER DECEMBER 1ST OF 2021, AT THE SOLE DISCRETION OF THE FORT WORTH WATER DEPARTMENT.
4	4.	CONTRACTOR SHALL BE AWARE THAT AS INDICATED IN SECTION 00 52 43 AGREEMENT, PROPOSED WATER LINES A AND B ARE RI OTHERWISE LIQUIDATED DAMAGES MAY BE ASSESSED TO THE CONTRACTOR.
!	5.	CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING WATER LINES, GAS LINES, MANHOLES, AND OTHER APPURTENAN
(6.	CONTRACTOR SHALL BE RESPONSIBLE FOR DE-CHLORINATING THE WATER DURING THE SHUT-DOWN.
-	7.	THE NATIONAL ARCHIVES AT FORT WORTH WILL BE AFFECTED BY SHUT-DOWN, BUT WILL BE MITIGATED BY INSTALLATION OF PR
8	8.	IN GENERAL, THE SEQUENCE OF CONSTRUCTION SHALL OCCUR AS FOLLOWS:
	8.1	. PERFORM TWO (2) EXPLORATORY EXCAVATIONS AT EACH CONNECTION TO VERIFY ELEVATIONS AND EXISTING PIPELINE JOI
	8.2	2. INSTALL TRAFFIC CONTROL DEVICES.
	8.3	B. INSTALL WATER LINE B (SEE SHEET C-07) PRIOR TO BEGINNING WORK ON WATER LINE A (SEE SHEET C-06).
	8.4	BEGIN INSTALLATION OF PROPOSED WATER LINE FROM STA 0+35.00 TO STA 0+95.00.
	8.5	PERFORM PRESSURE TESTING AND BACTERIOLOGICAL TESTING OF WATER LINES IN ACCORDANCE WITH SECTION 33 04 40.
	8.6	S. SCHEDULE SHUT-DOWN MEETING 48 HOURS IN ADVANCE OF PROPOSED SHUT-DOWN WITH CITY FIELD OPERATIONS STAFF.
	8.7	PERFORM SHUT-DOWN OF EXISTING 30-INCH WATER LINE WITH ISOLATION VALVES #1-8 (THIS SHEET). SHUT DOWN SHALL NO
	8	.7.1. CONTRACTOR SHALL PROVIDE TWO (2) CREWS (WELDERS, EXCAVATORS, FLAGMEN, ETC.) TO PERFORM CONNECTIONS A DAY TO COMPLETE THE PROPOSED CONNECTIONS AND RESTORE THE SERVICE WITHIN THE TIME PERIOD INDICATED A
	8.8	CONNECT TO EXISTING WATER LINE STA 0+00.00 AND STA 1+30.00 PER CONNECTION DETAILS 2/C-12 AND 2/C-13.
	8.9	INSTALL PROPOSED BLOCKING (SEE SHEETS C-12 AND C-13). CONCRETE SHALL BE ABLE TO BREAK AT 3,000 PSI OR GREATER SHALL UTILIZE HIGH-EARLY STRENGTH CEMENT TO ACHIEVE MINIMUM COMPRESSIVE STRENGTH REQUIREMENT.
	8.1	0. COORDINATE WITH WATER DEPARTMENT FIELD OPERATIONS TO HAVE ALL VALVES OPENED TO RE-ESTABLISH WATER SERV
	8.1	1. REMOVE EXISTING 30" WATER LINE AS SHOWN ON SHEET C-06.

TABLISH WATER SERVICE AND PLACE PROPOSED 30-INCH WATER LINE IN SERVICE.

UIREMENT.

3,000 PSI OR GREATER PRIOR TO RESTORING SERVICE TO EXISTING 30" WATER LINE. CONTRACTOR

ND 2/C-13.

IE PERIOD INDICATED ABOVE.

FORM CONNECTIONS TO THE EXISTING MAINS. CONTRACTOR SHALL HAVE CREWS AVAILABLE 24 HOURS

SHUT DOWN SHALL NOT BE PERMITTED TO BE LONGER THAN 5 CONSECUTIVE CALENDAR DAYS.

ITH SECTION 33 04 40.

EXISTING PIPELINE JOINT LOCATIONS. THIS WORK SHALL BE PERFORMED PRIOR TO PIPE FABRICATION.

Y INSTALLATION OF PROPOSED 12-INCH WATER LINE B (SEE SHEET C-07)

OTHER APPURTENANCES PRIOR TO CONSTRUCTION.

LINES A AND B ARE REQUIRED TO BE SUBSTANTIALLY COMPLETE AND IN SERVICE BY APRIL 23, 2021,

DOWN PRIOR TO MAY 1ST, CONTRACTOR MAY NOT BE PERMITTED TO SHUT-DOWN THE EXISTING 30-INCH R DEPARTMENT

IR BETWEEN DECEMBER 1ST AND APRIL 16TH UNLESS APPROVED BY CITY OF FORT WORTH WATER

PARTMENT (CESAR ZAVALA: 817-475-2656) TWO (2) WEEKS PRIOR TO COMMENCING WORK TO SCHEDULE



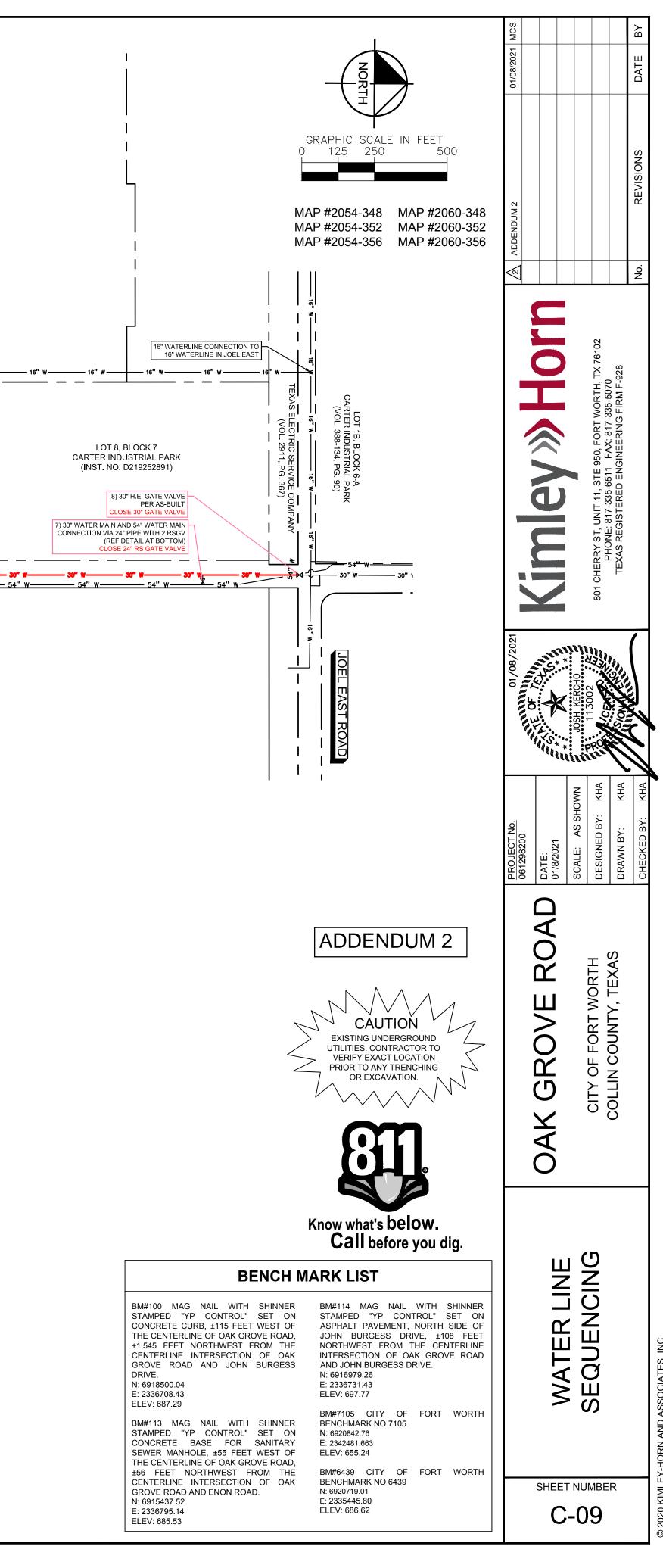
ISOLATION VALVES & NOTES

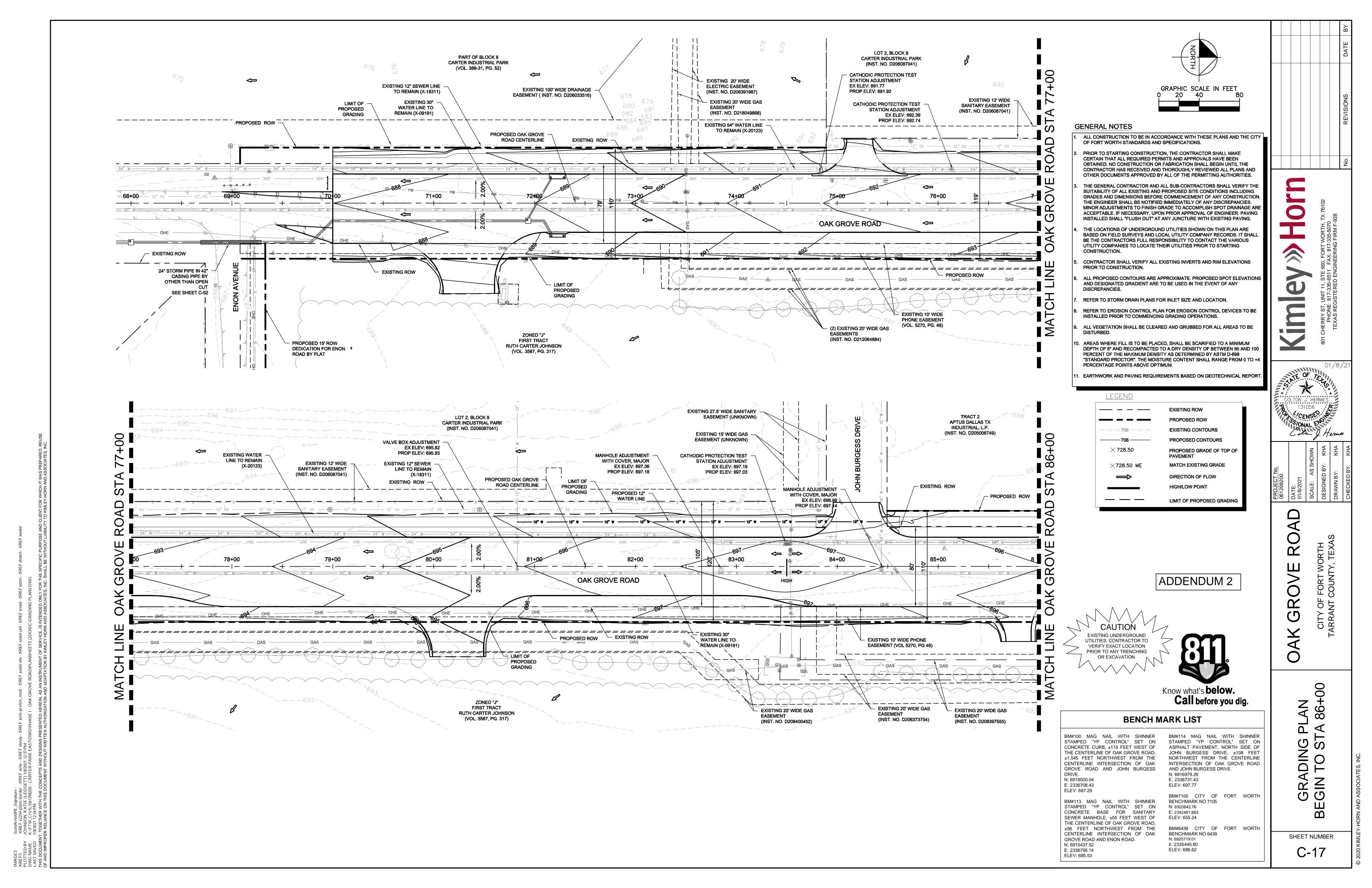
ALL ISOLATION VALVE LOCATIONS ARE RELATIVE 1 STATION 0+00.00 WATER LINE A PER SHEET C-06. ISOLATION VALVE LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING LOCATIONS BEFORE WATERLINE SHUT-DOWN.

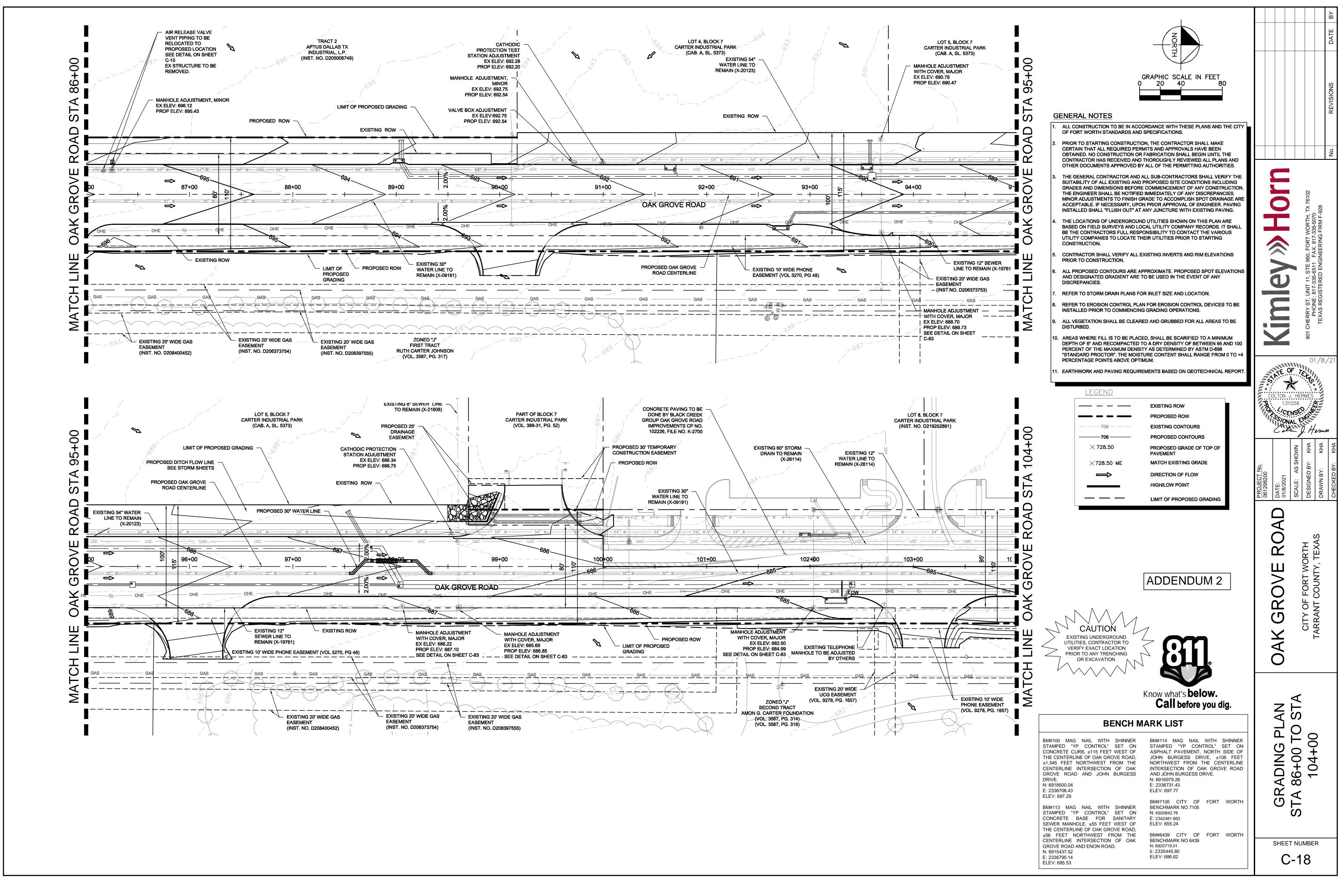
1. EXISTING 16" GATE VALVE LOCATED APPROXIMATELY 4,078' SOUTH AND 9' EAST OF STA 0+00.00 OF WATER LINE A.

2. EXISTING 24" GATE VALVE LOCATED APPROXIMATELY 4,017' SOUTH AND 4' WEST OF STA 0+00.00 OF WATER LINE A.

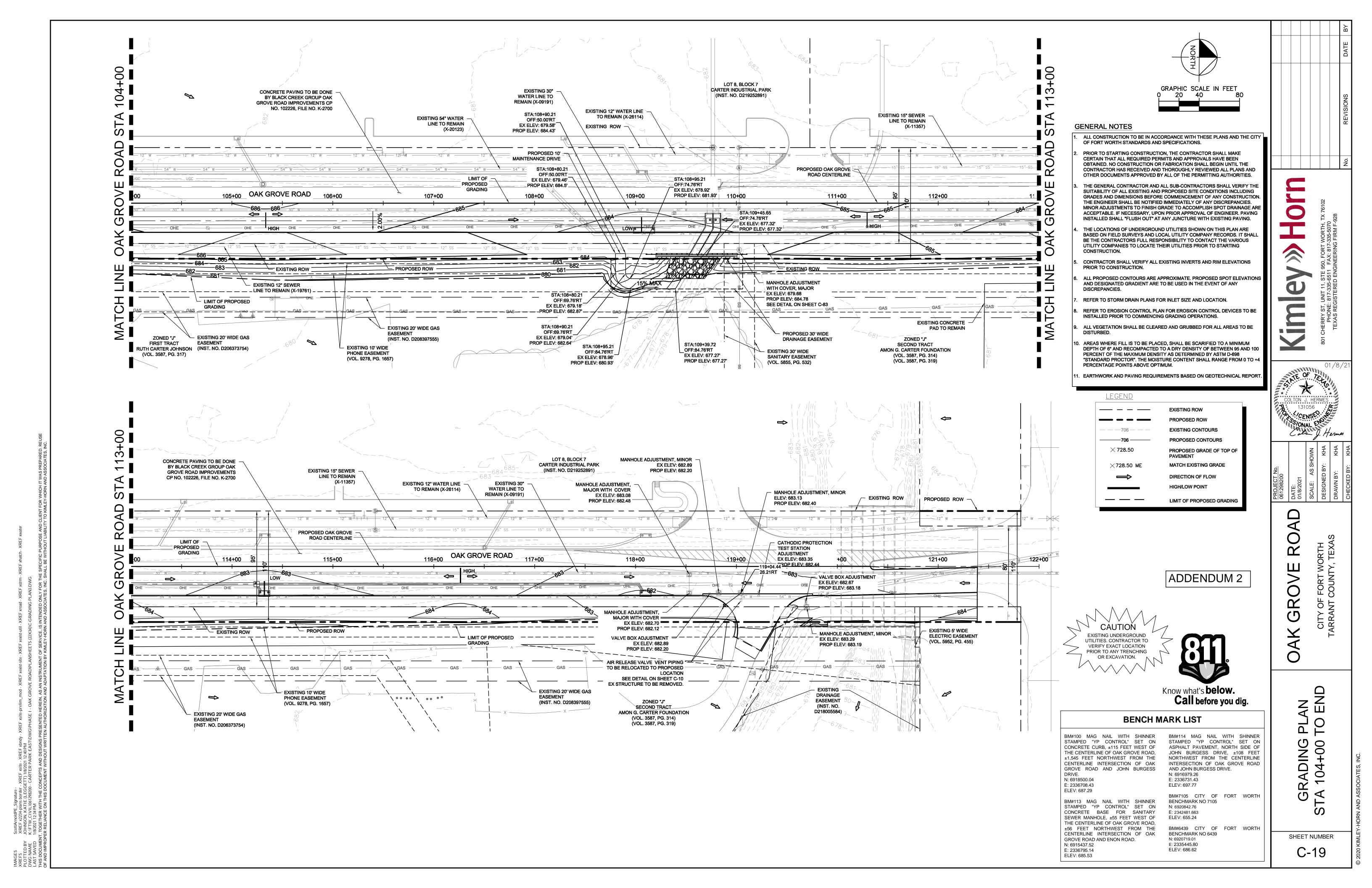
- 3. EXISTING 10" GATE VALVE LOCATED APPROXIMATELY 3,887' SOUTH AND 3' WEST OF STA 0+00 OF WATER LINE A.
- 4. EXISTING 8" GATE VALVE LOCATED APPROXIMATELY 3,008' SOUTH AND 15' EAST OF
- STA 0+00.00 OF WATER LINE A. 5. EXISTING 12" GATE VALVE LOCATED
- APPROXIMATELY 1,652' SOUTH AND 11' WEST OF STA 0+00.00 OF WATER LINE A.
- 6. EXISTING 16" GATE VALVE LOCATED APPROXIMATELY 1,291' SOUTH AND 10' WEST OF
- STA 0+00.00 OF WATER LINE A. 7. EXISTING 24" GATE VALVE LOCATED
- APPROXIMATELY 2,120' NORTH AND 23' EAST OF STA 0+00.00 OF WATER LINE A.
- 8. EXISTING 30" GATE VALVE LOCATED APPROXIMATELY 2,452' NORTH OF STA 0+00.00 OF WATER LINE A.

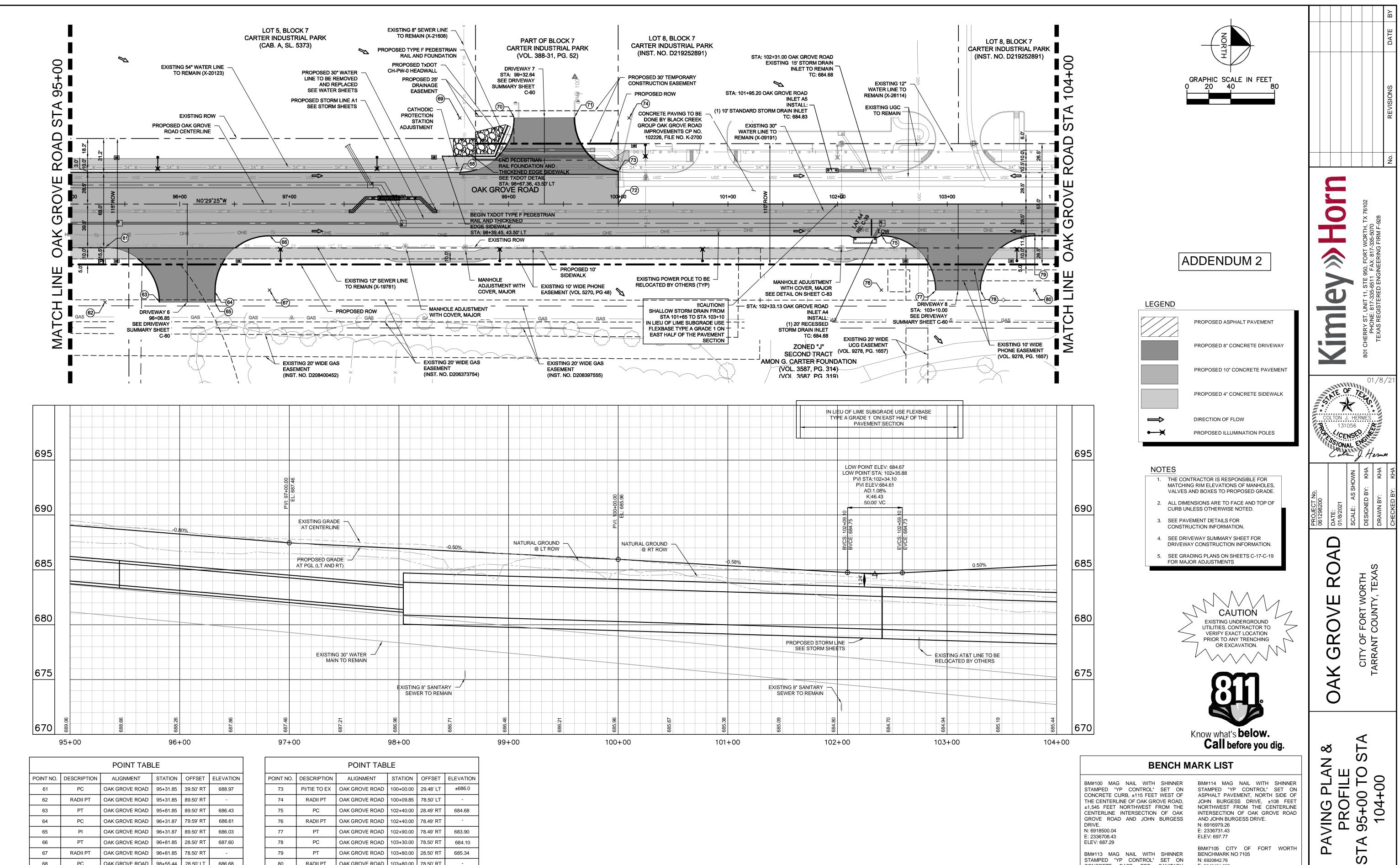






2020 KIMI EY-HORN AND ASSOCIATI





TIE

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PC

RADII PT

OAK GROVE ROAD 98+55.44 28.50' LT

OAK GROVE ROAD 98+55.44 78.50' LT

PT/TIE TO EX OAK GROVE ROAD 99+05.44 78.50' LT

PC/TIE TO EX OAK GROVE ROAD 99+59.85 78.83' LT

PI/TIE TO EX OAK GROVE ROAD 100+00.00 0.00' RT

686.68

±686.8

±686.8

±686.5

RADII PT

80

OAK GROVE ROAD 103+80.00 78.50' RT

BM#113 MAG NAIL WITH SHINNER STAMPED "YP CONTROL" SET ON CONCRETE BASE FOR SANITARY SEWER MANHOLE, ±55 FEET WEST OF THE CENTERLINE OF OAK GROVE ROAD, ±56 FEET NORTHWEST FROM THE CENTERLINE INTERSECTION OF OAK GROVE ROAD AND ENON ROAD. N: 6915437.52 E: 2336795.14 ELEV: 685.53

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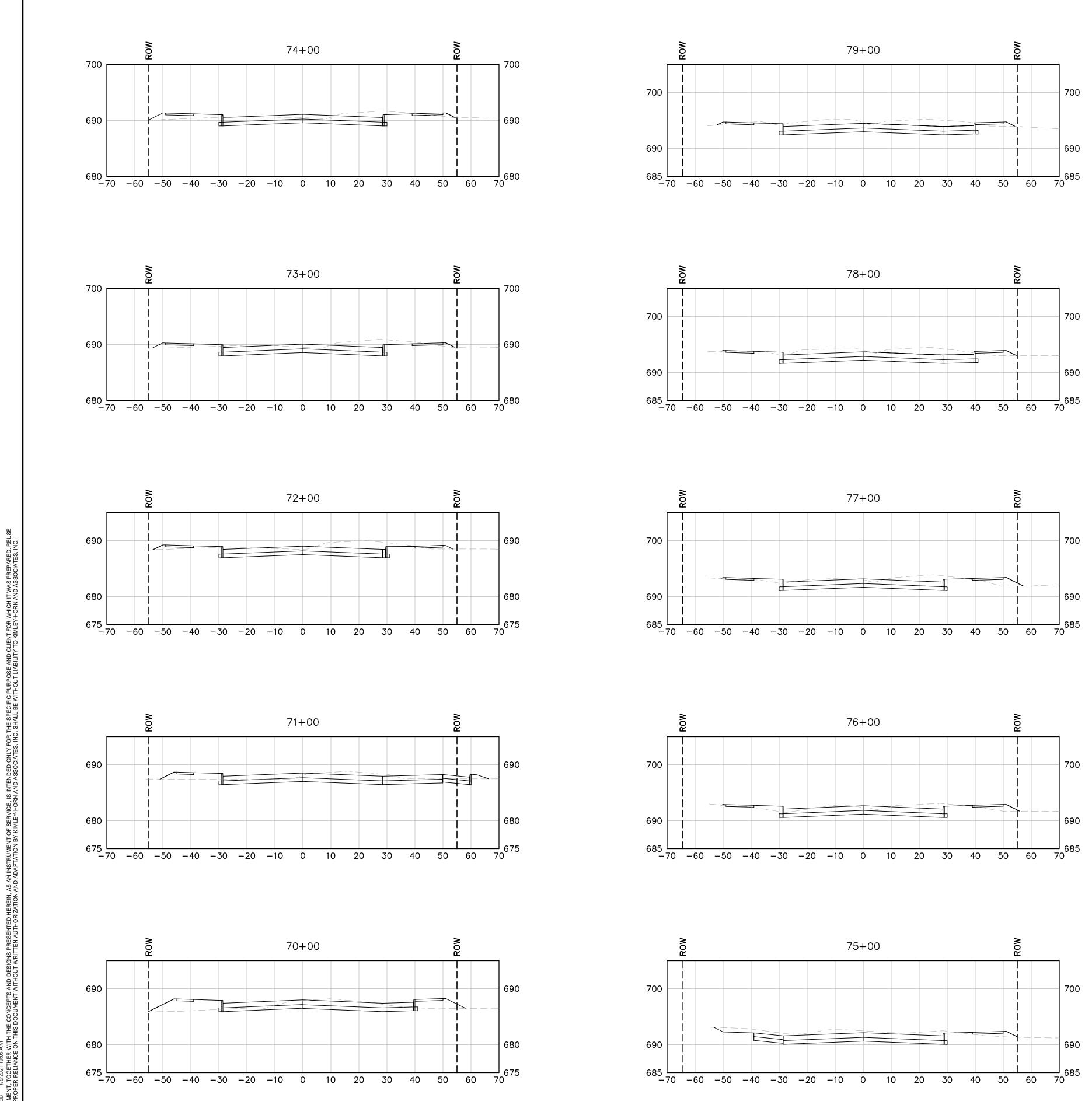
E: 2335445.80

BENCHMARK NO 6439

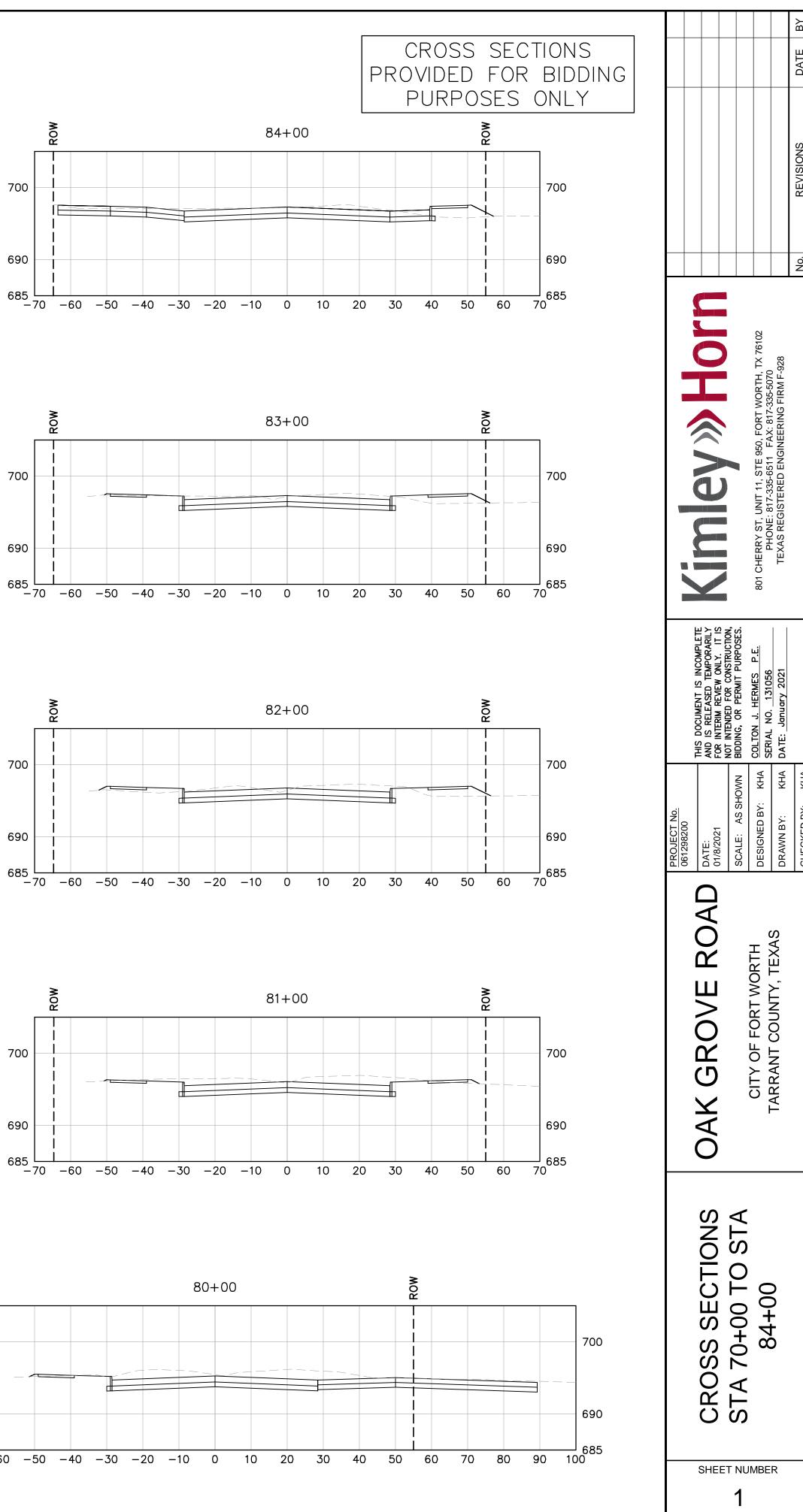
BM#6439 CITY OF FORT WORTH

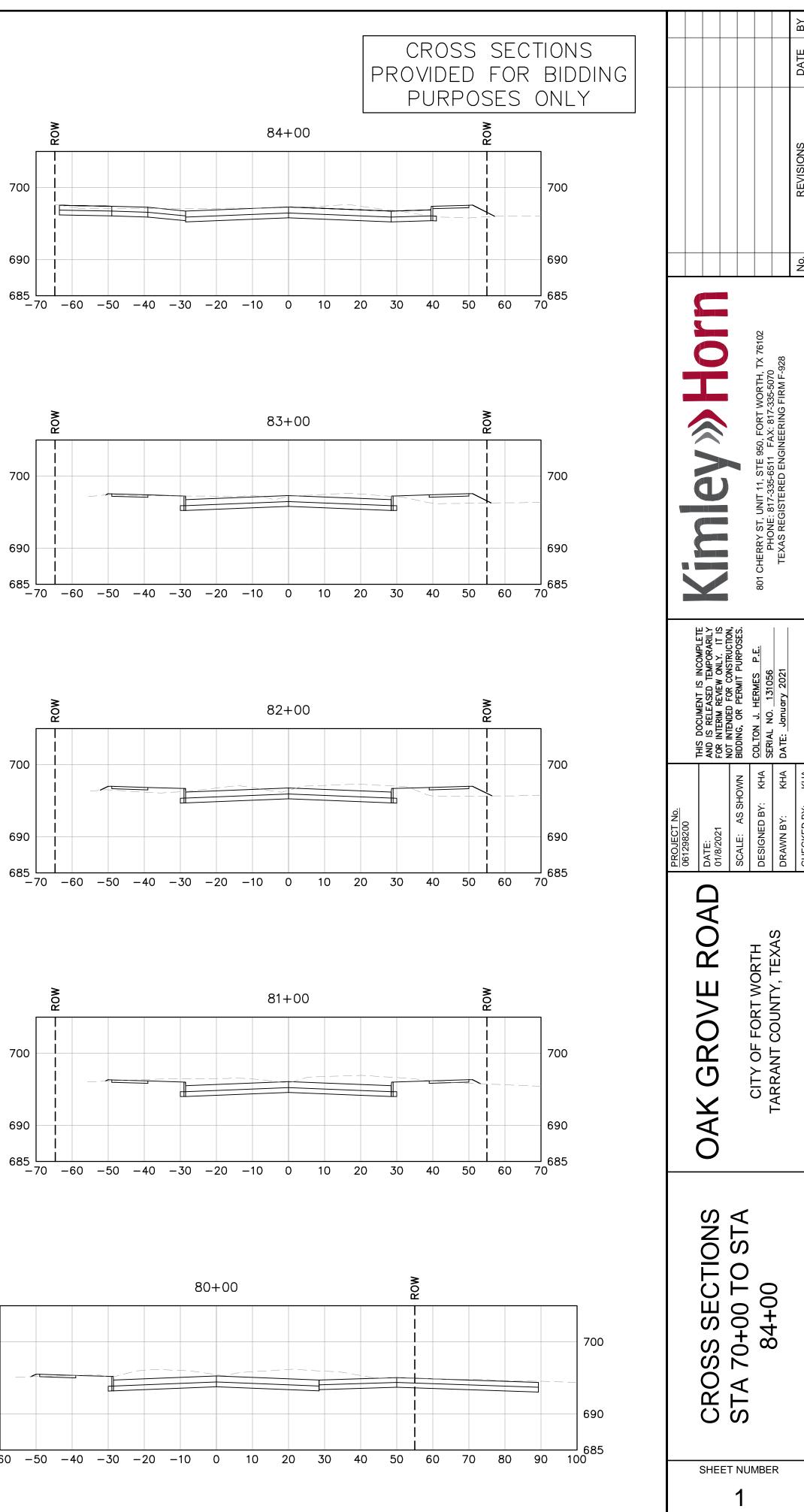
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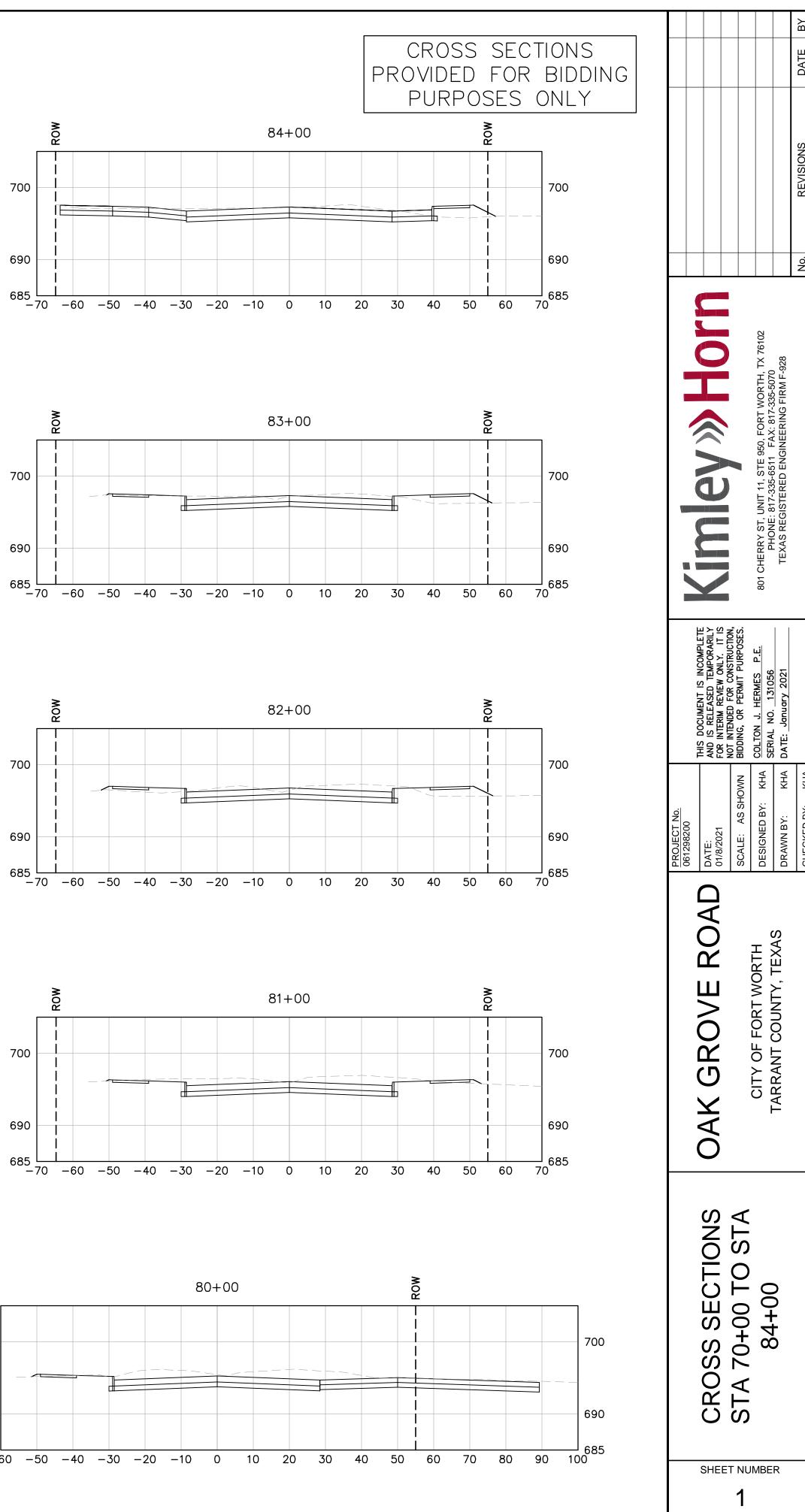
C-57

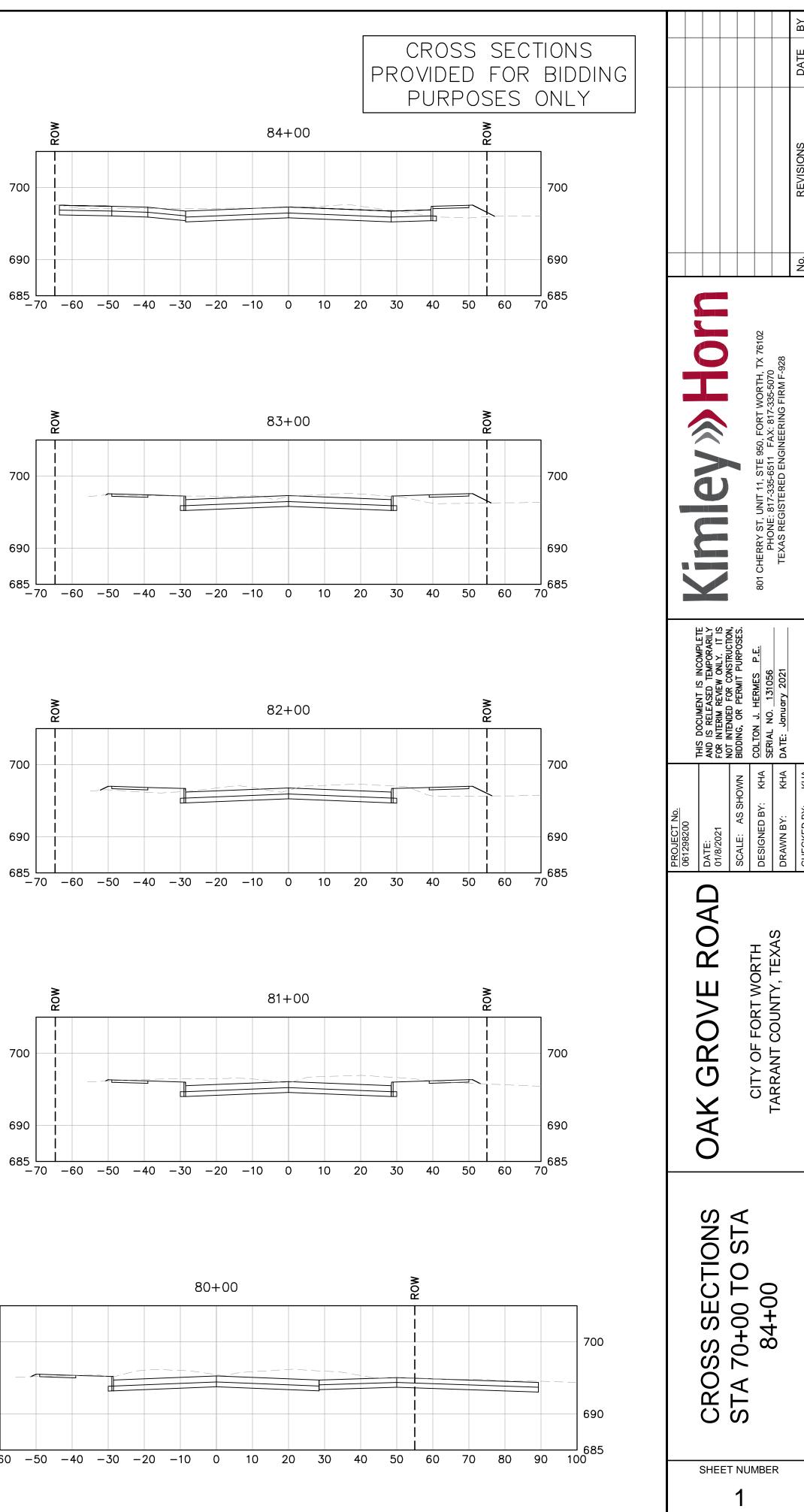


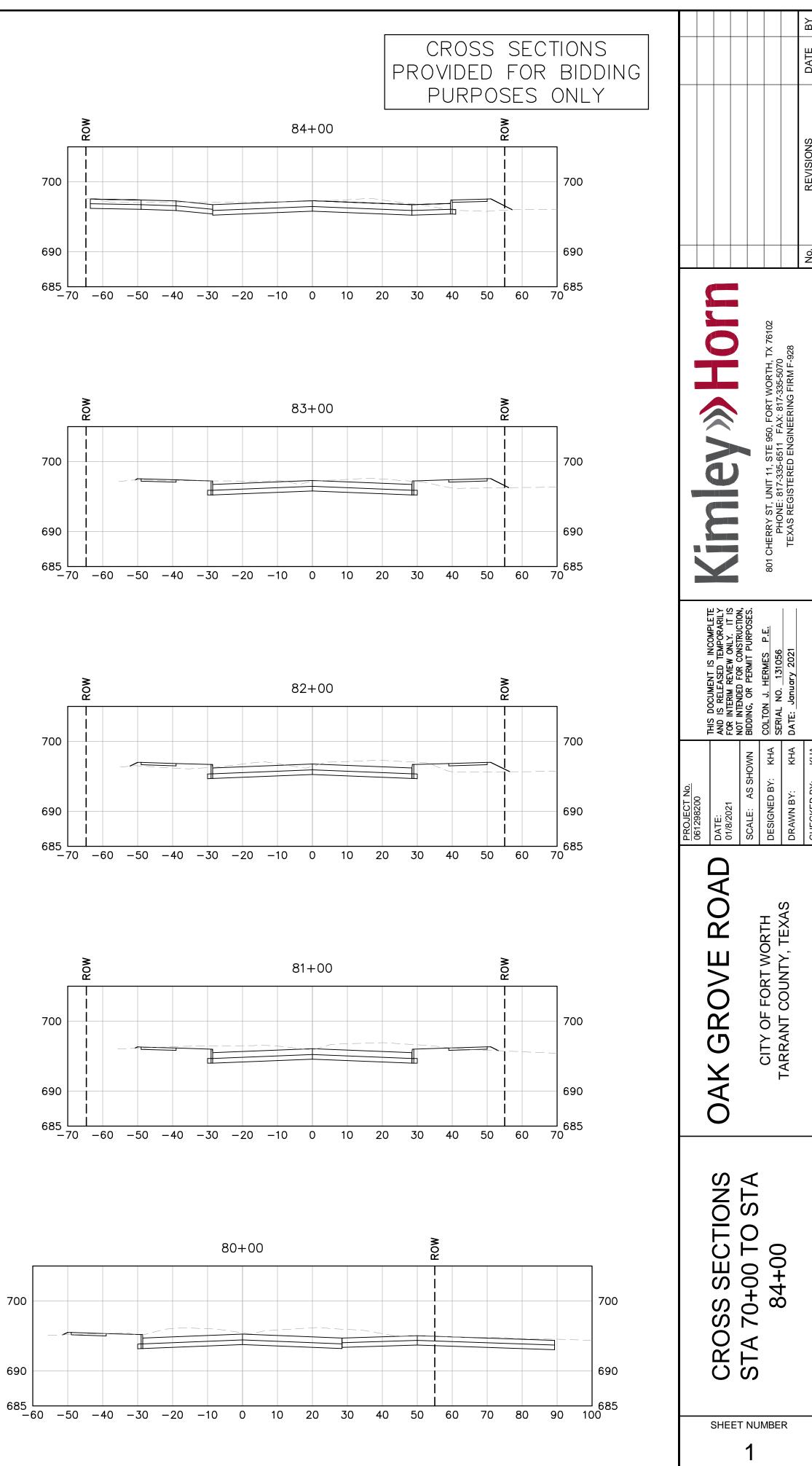
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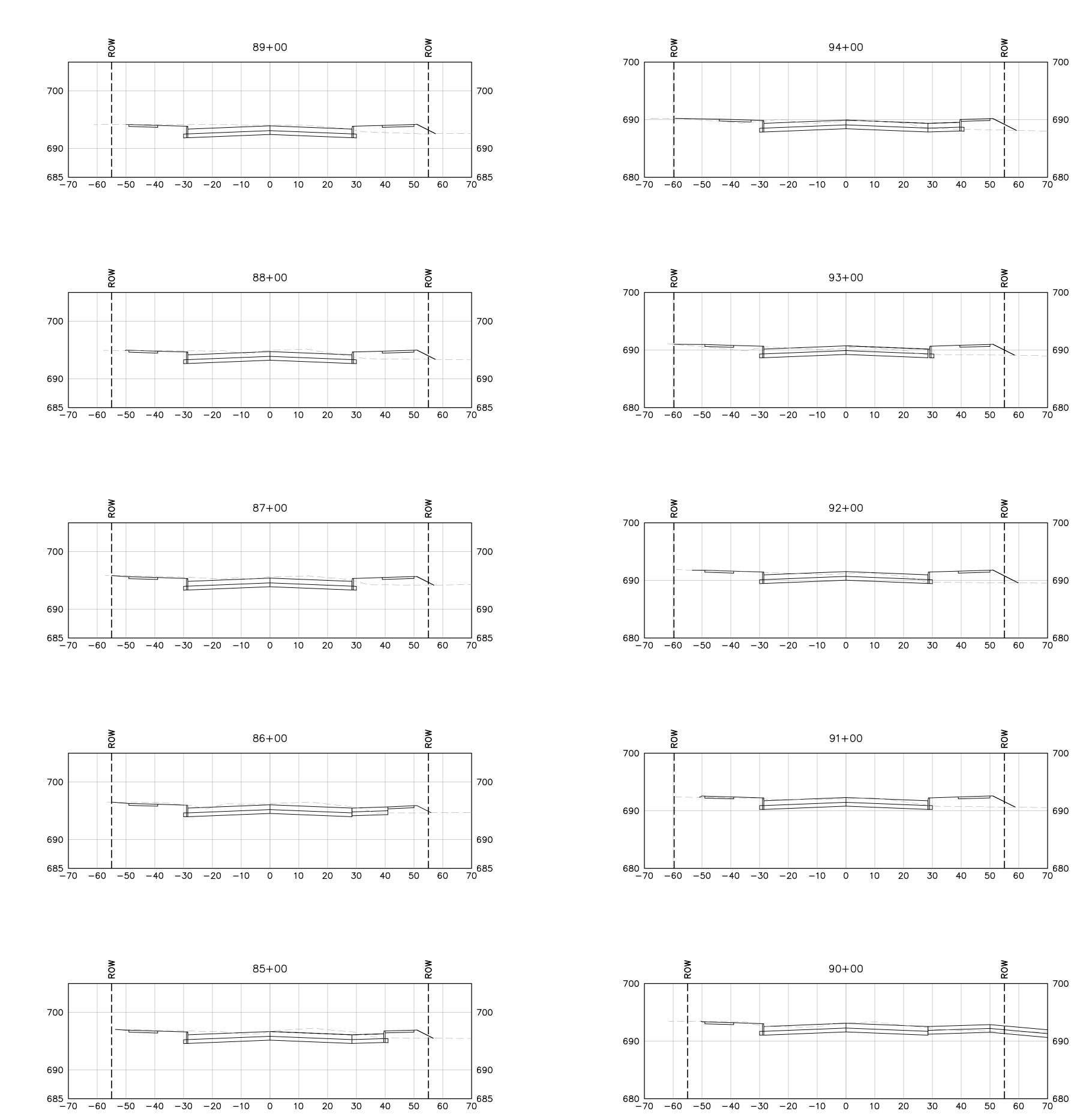




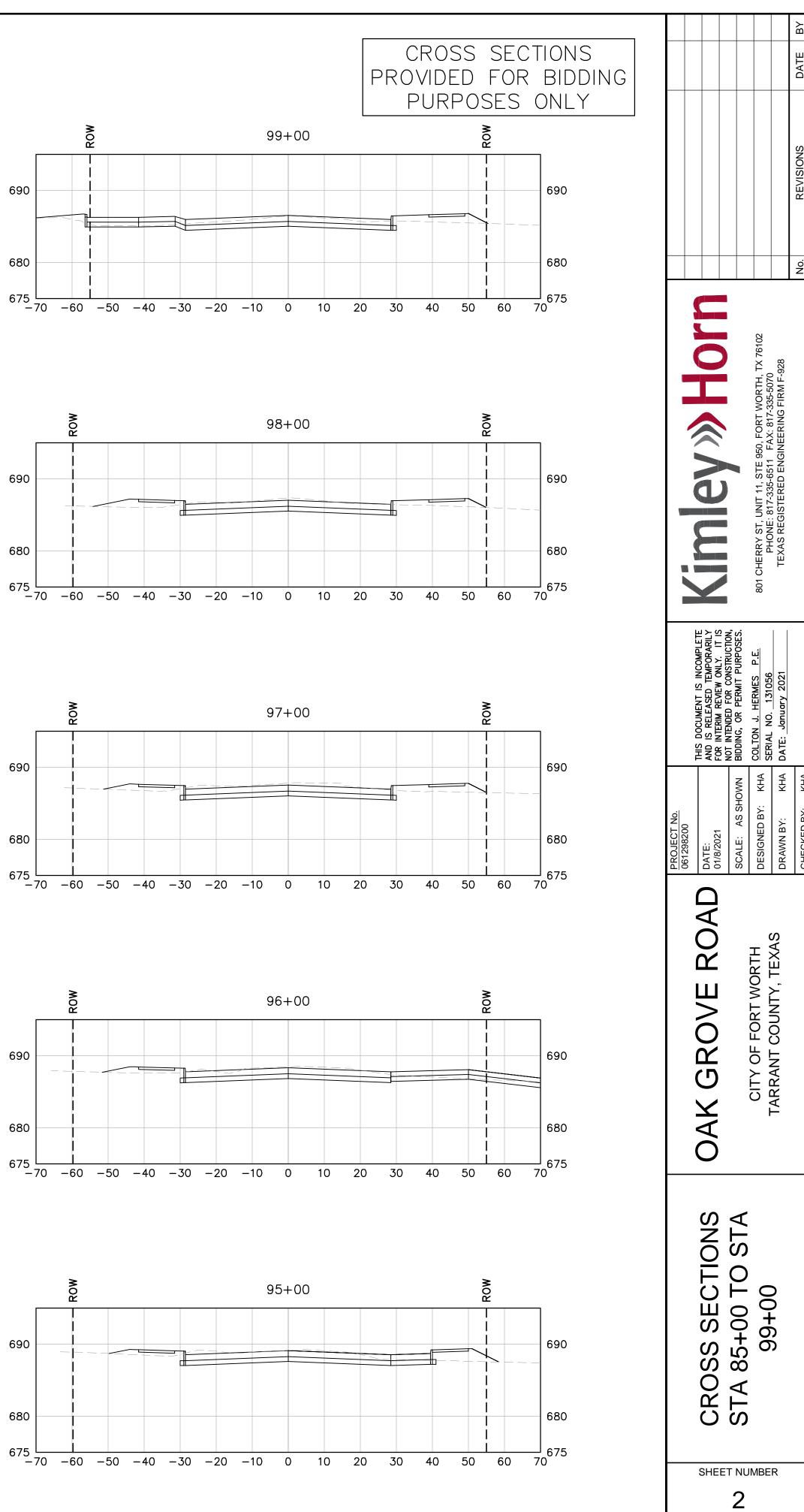


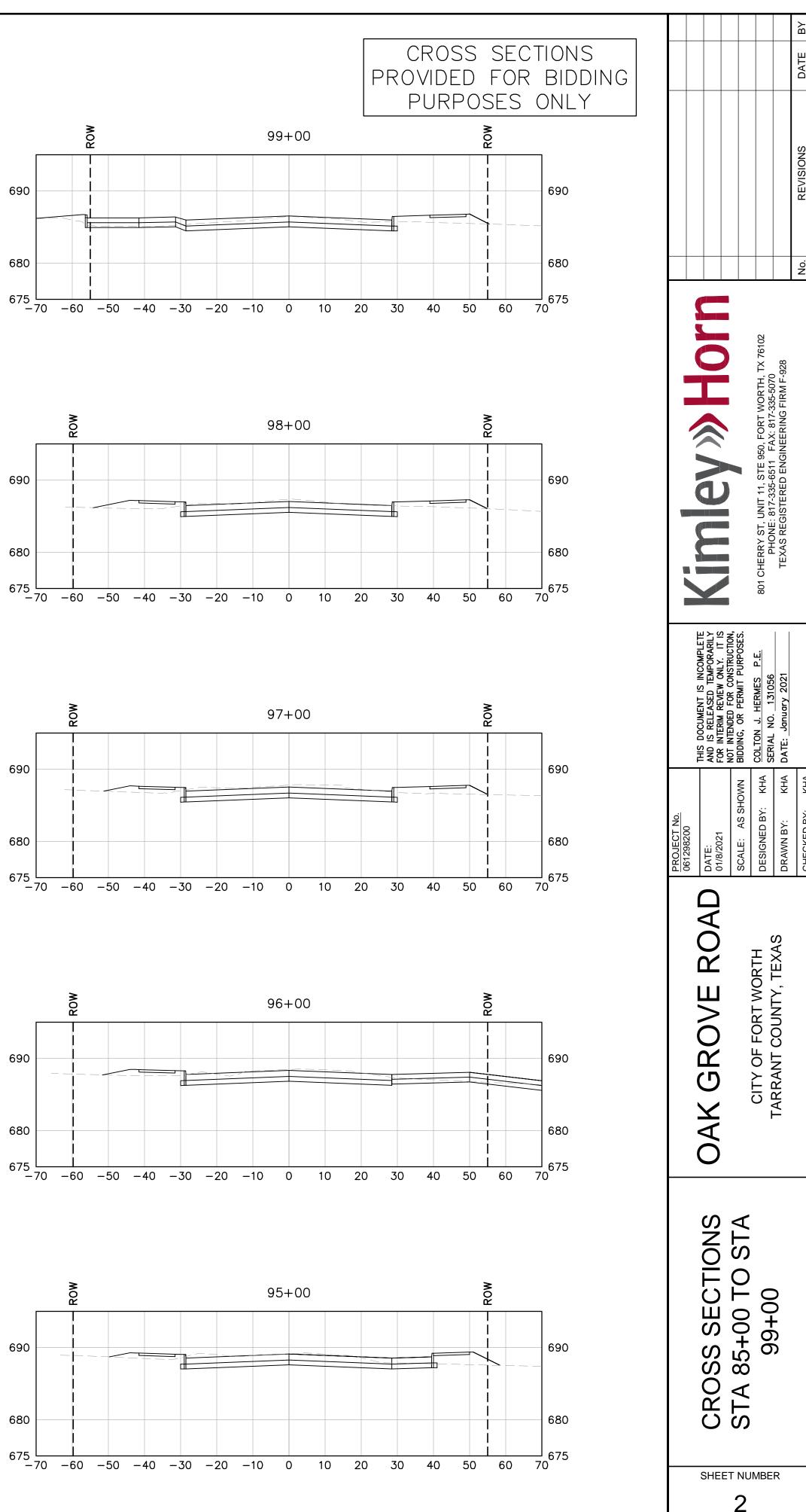


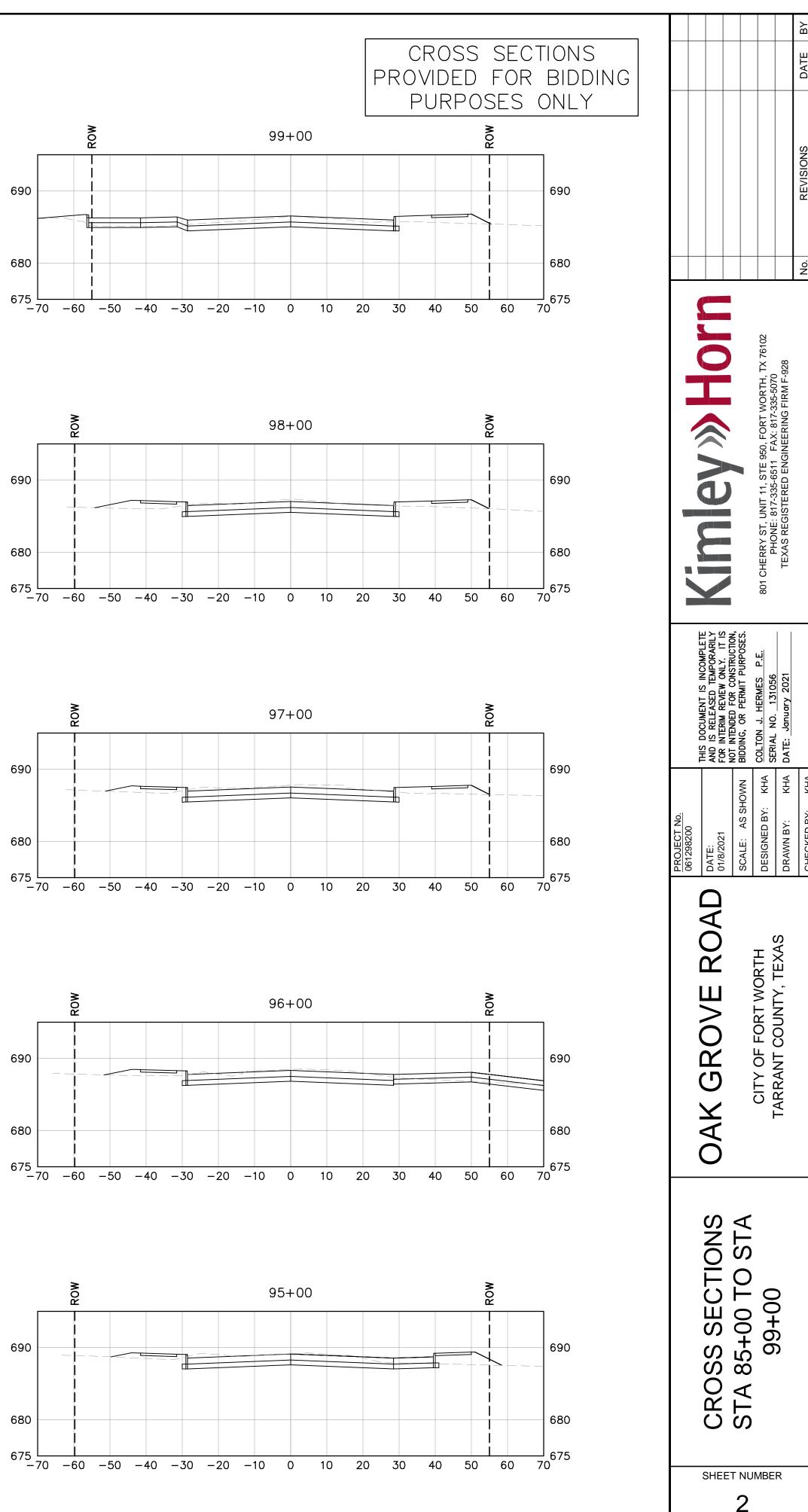


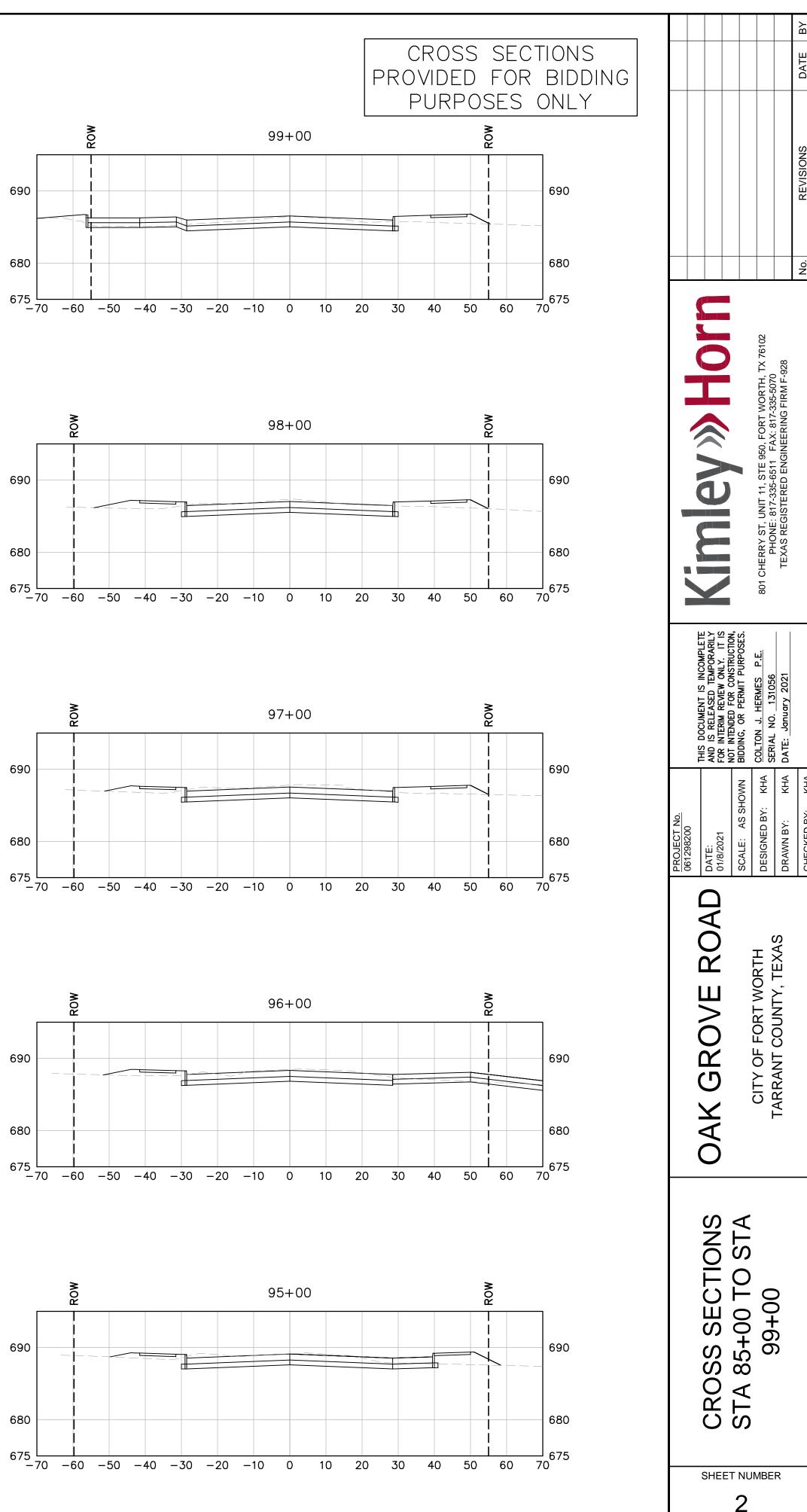


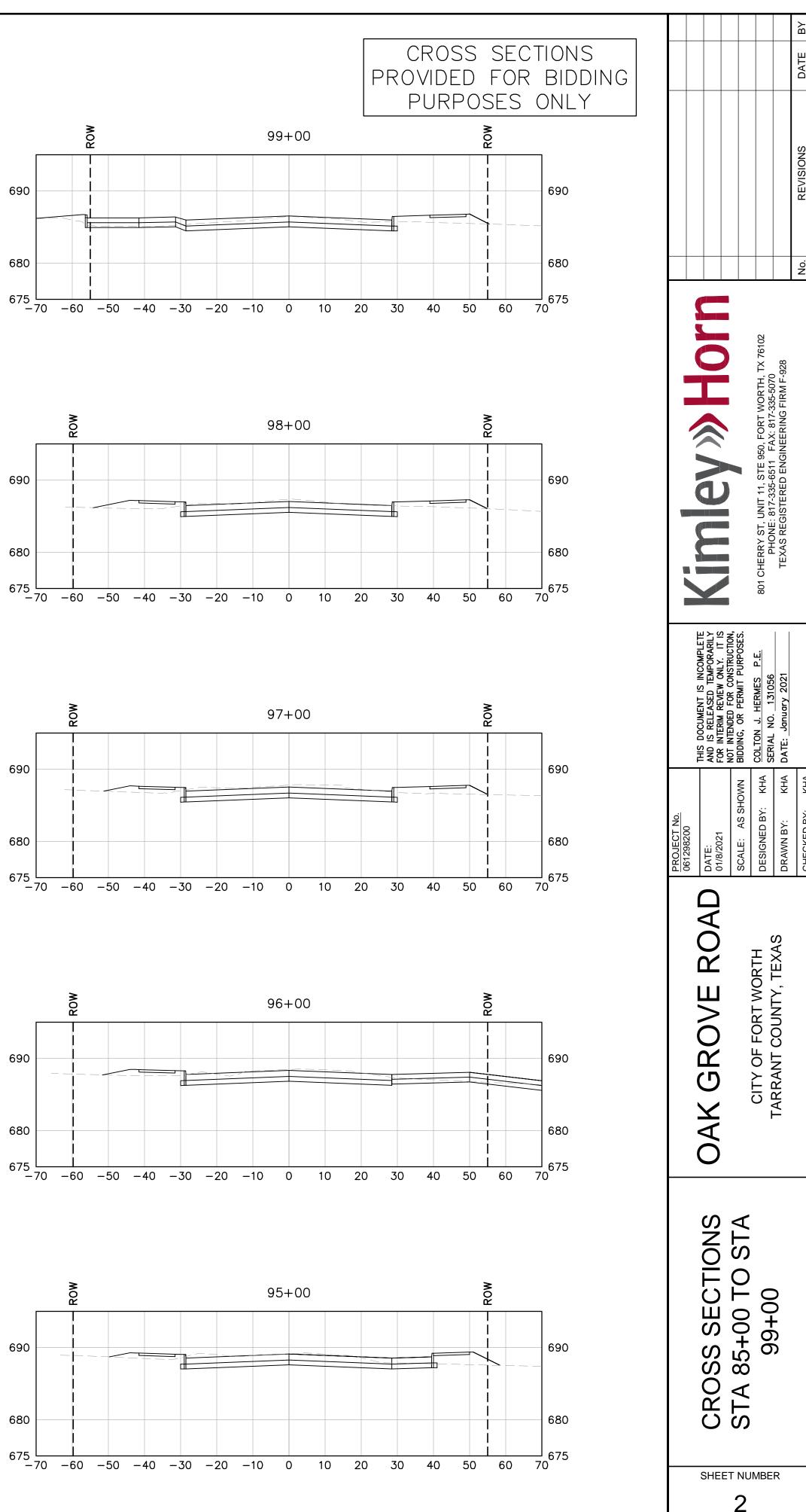
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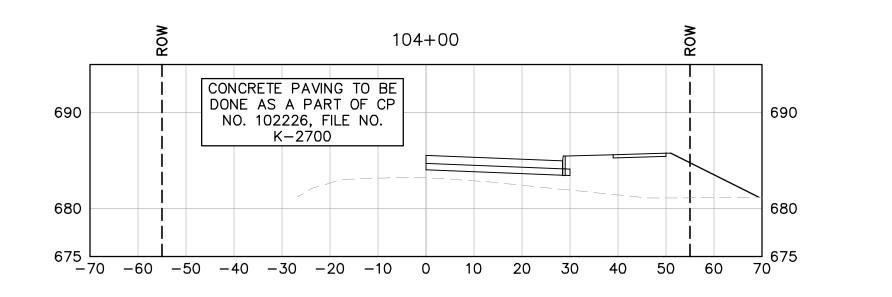


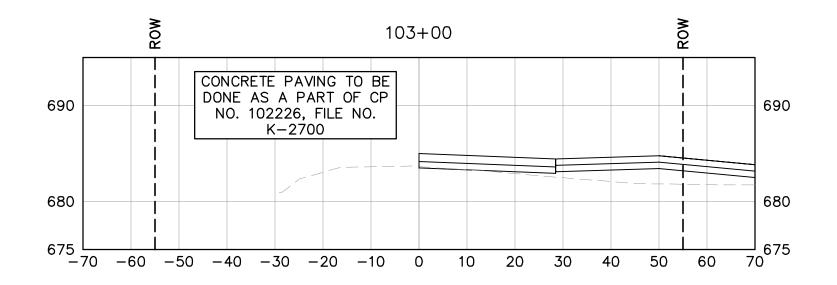


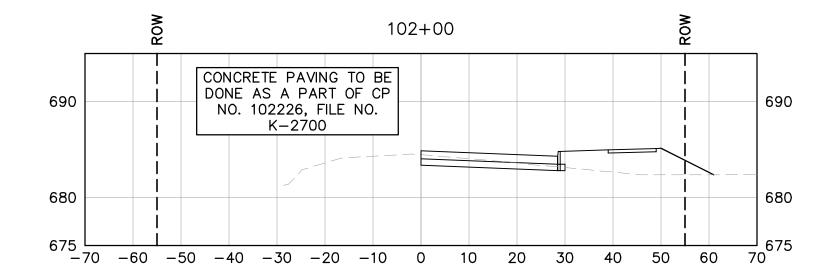


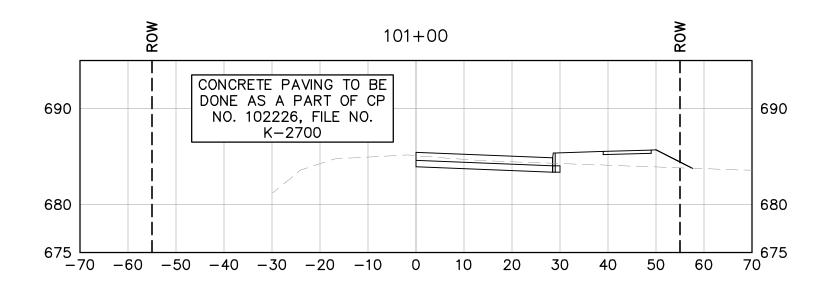


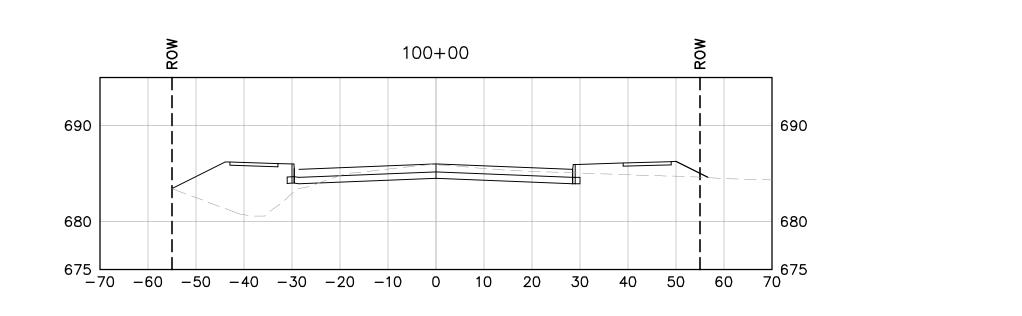




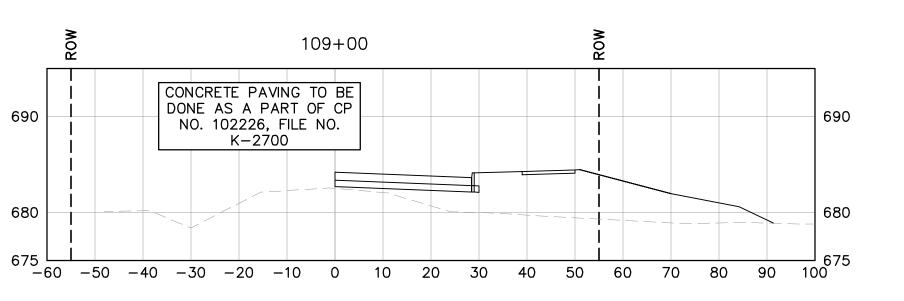


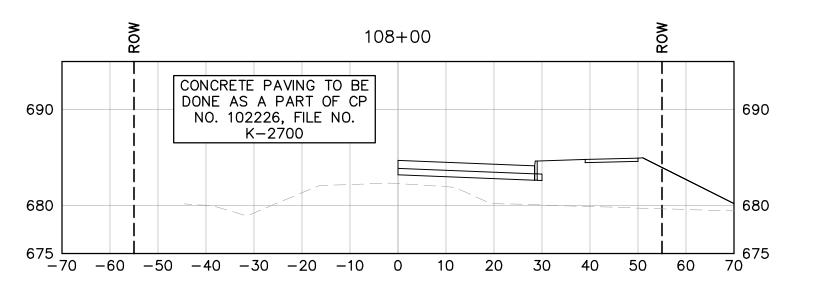


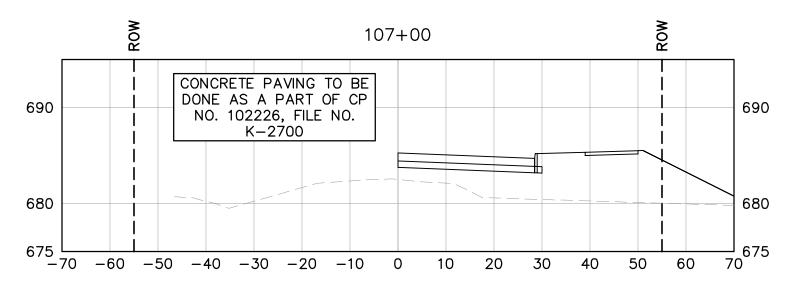


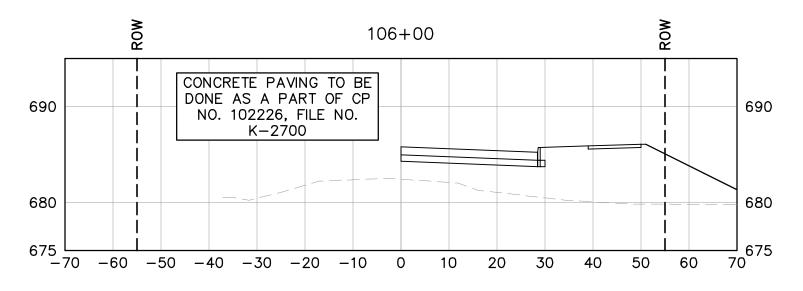


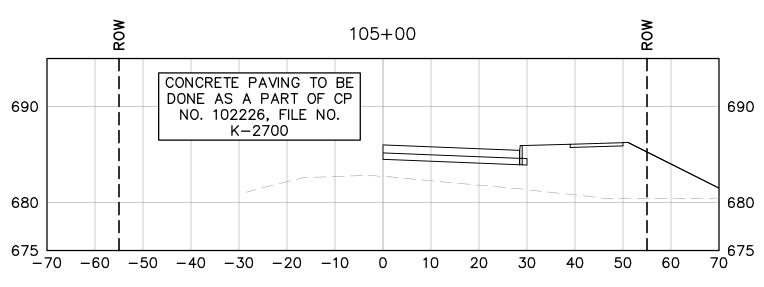
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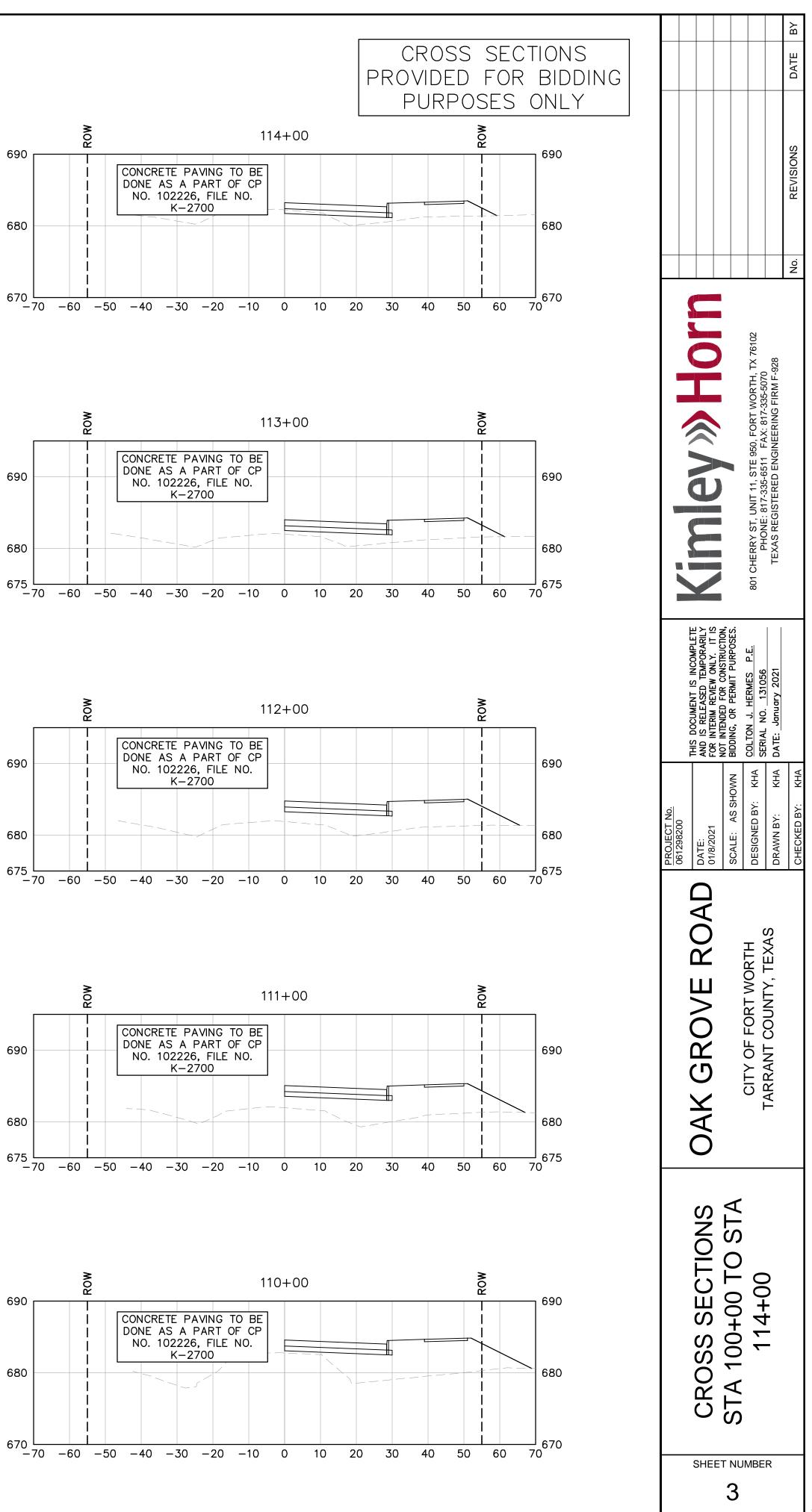


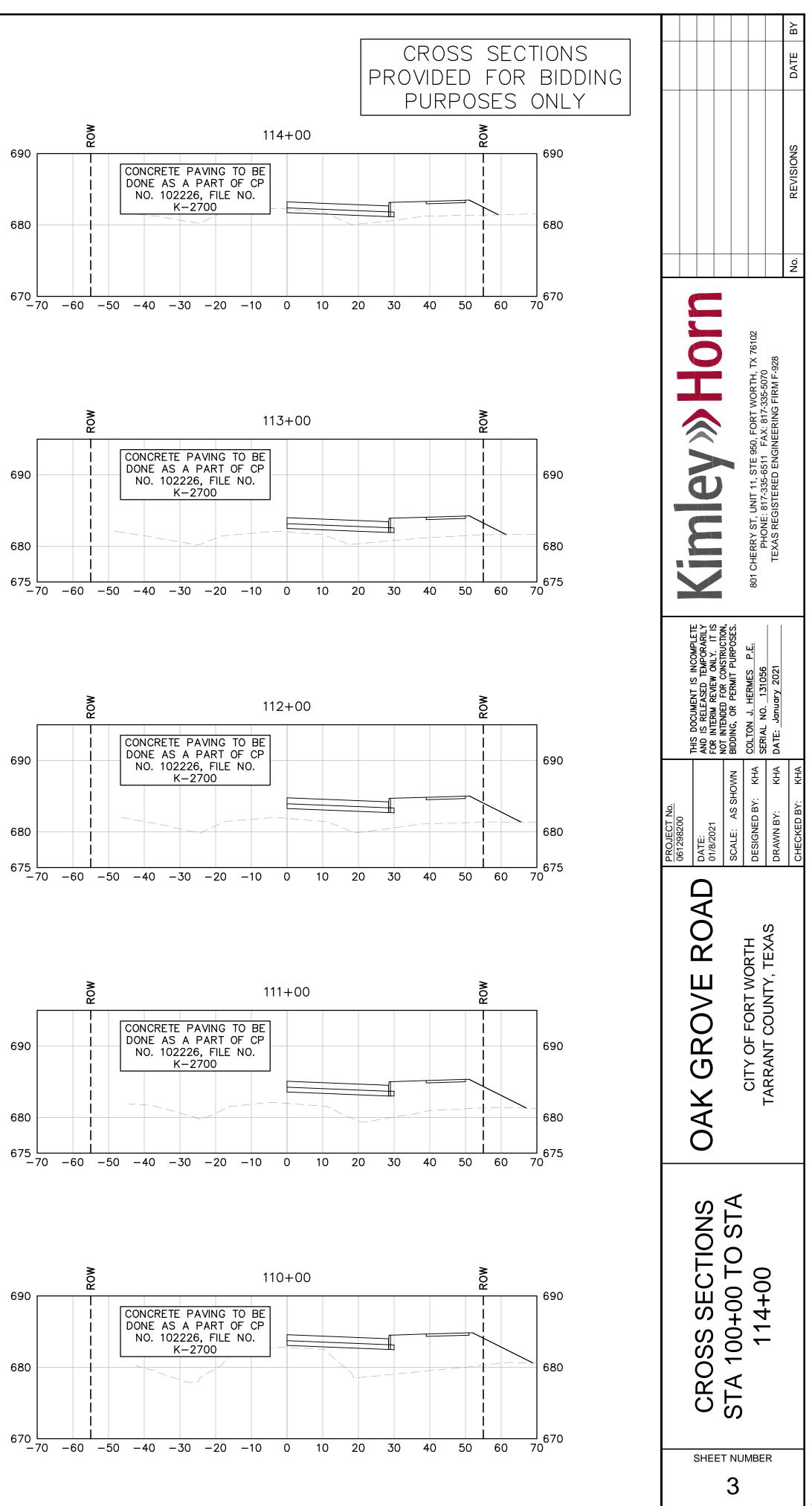


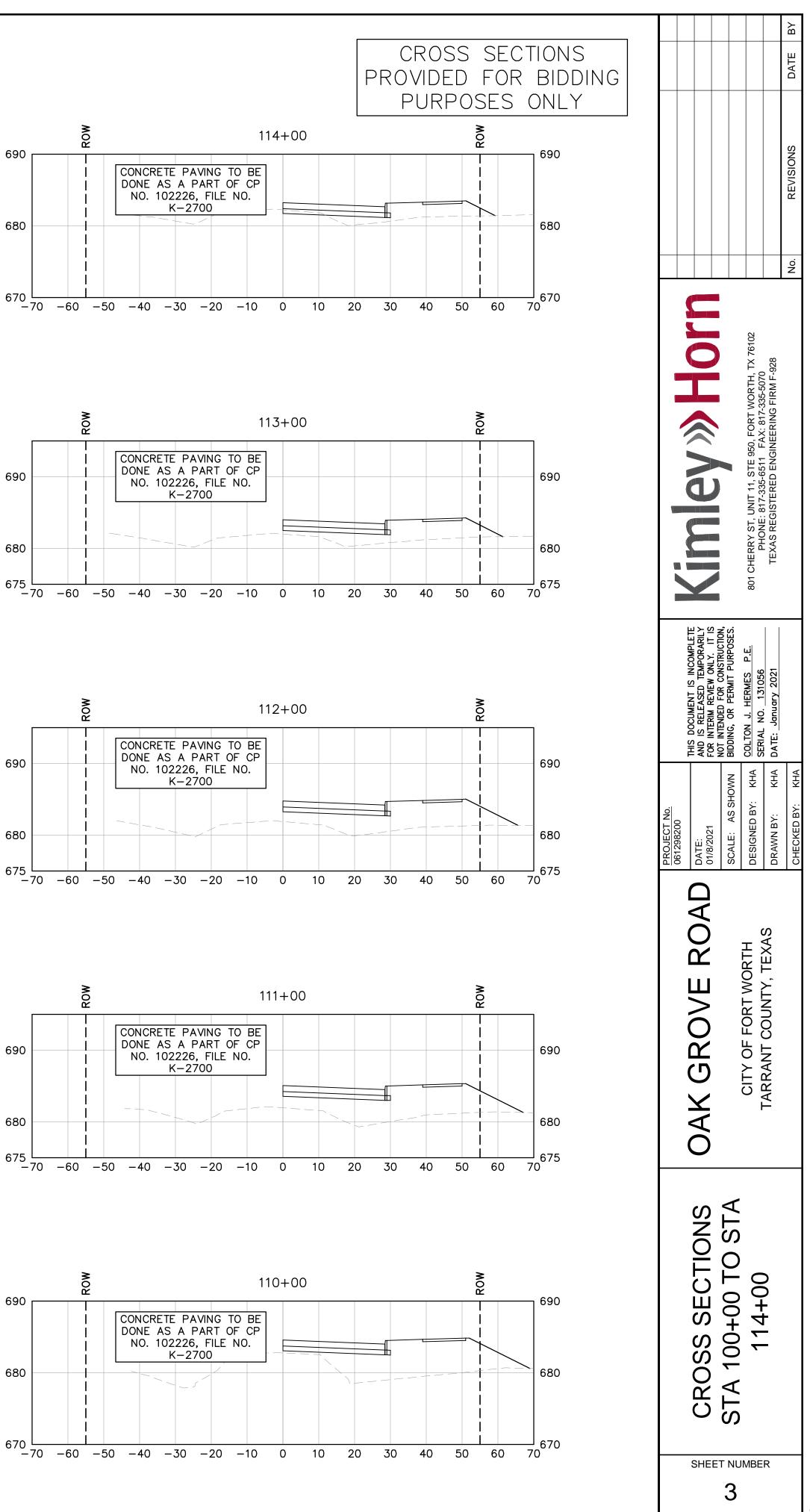


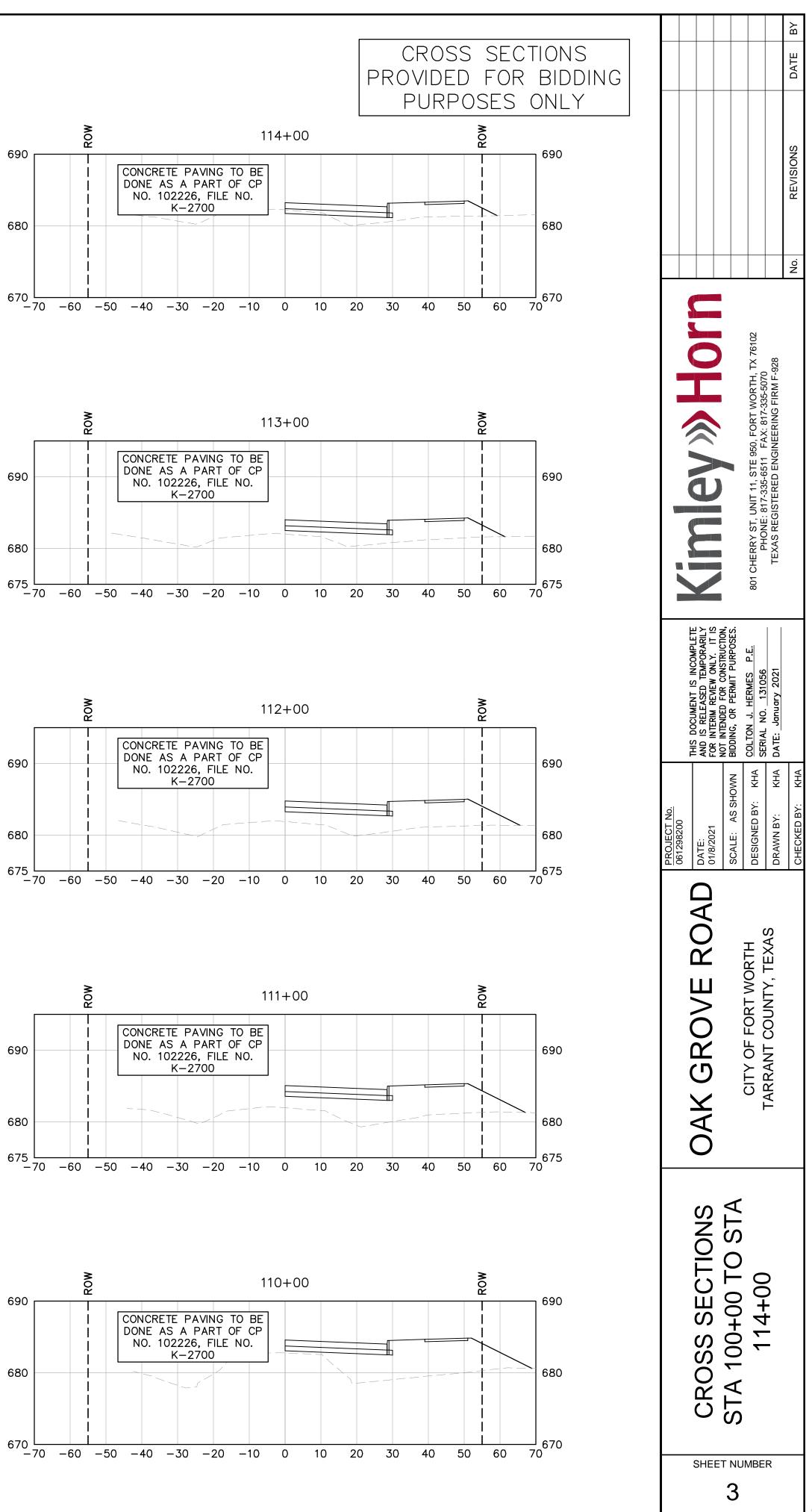


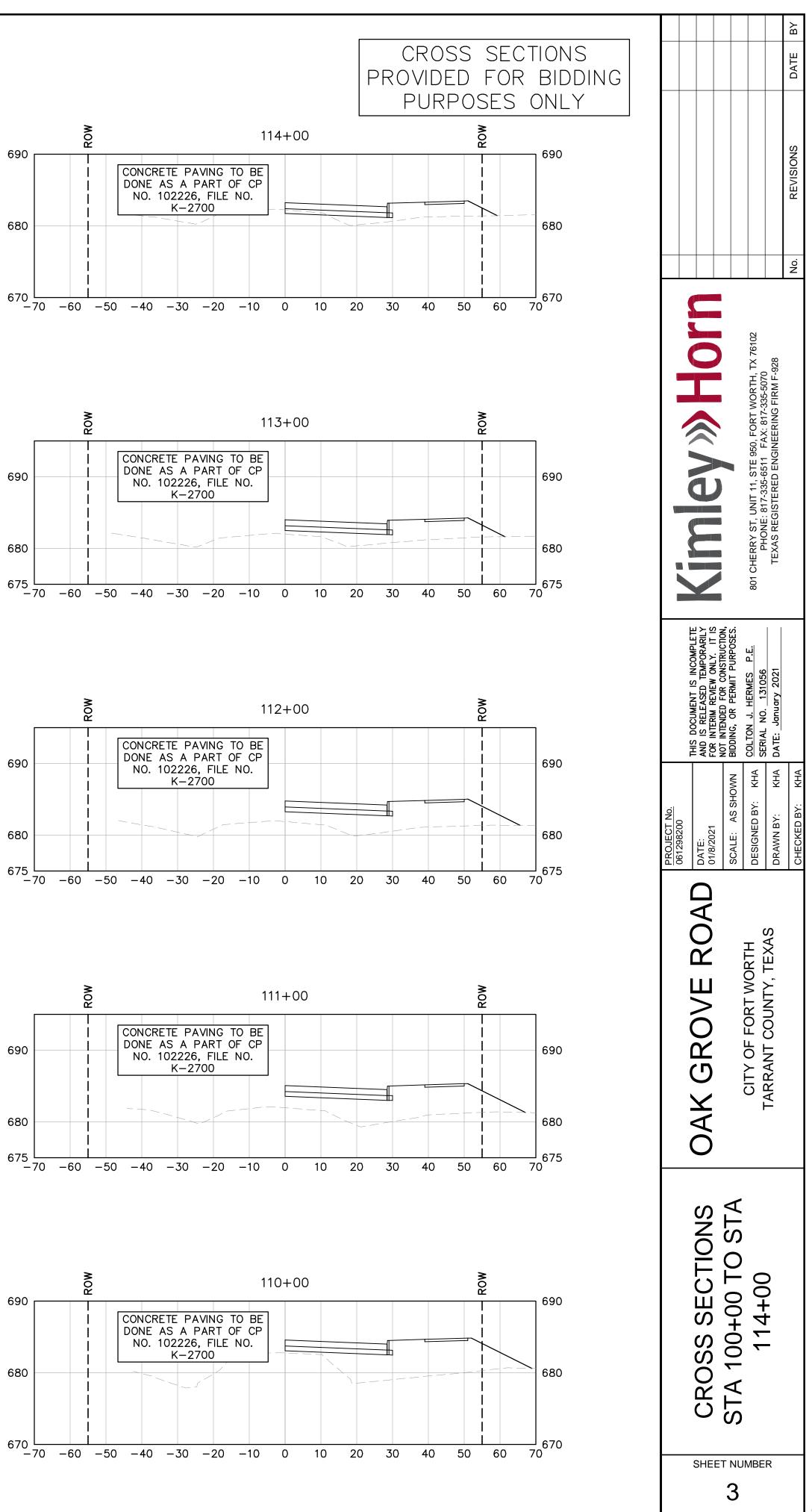


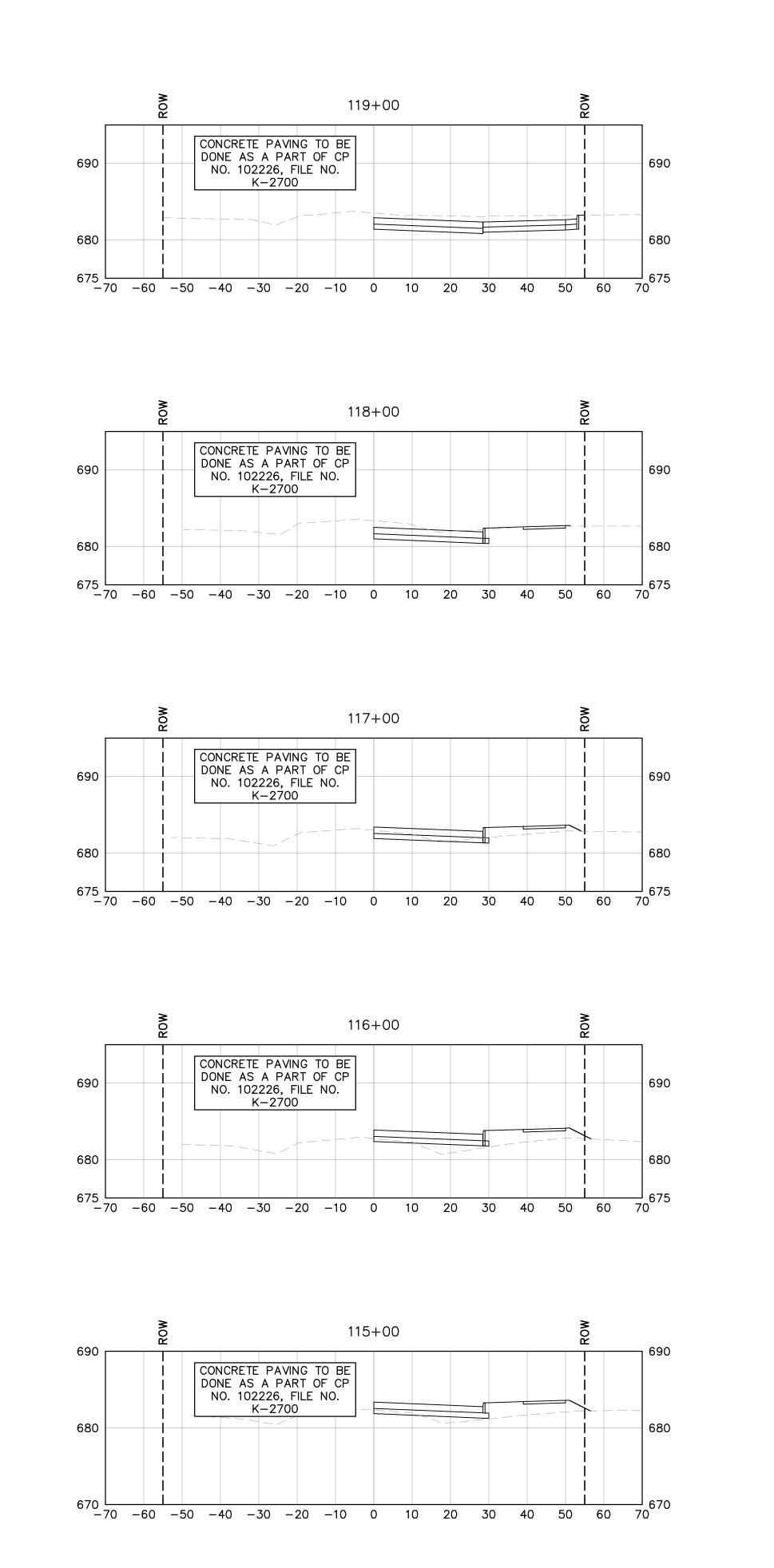




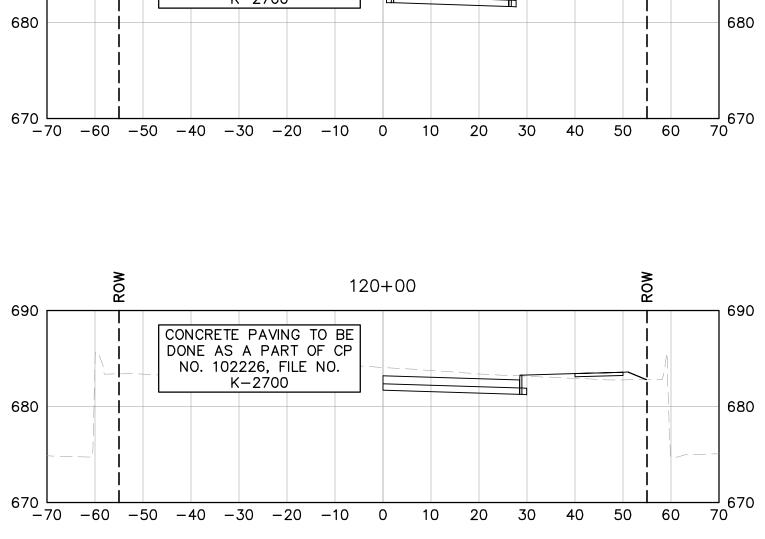


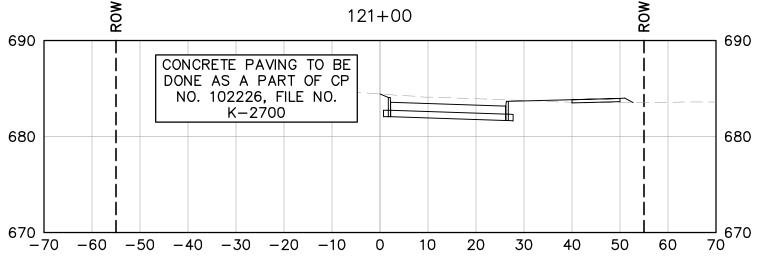






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	Kim ev » Horn		801 CHERRY ST, UNIT 11, STE 950, FORT WORTH, TX 76102 PHONE: 817-335-6511 EAX: 817-335-5070	TEXAS REGISTERED ENGINEERING FIRM F-928		
	THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. COLTON J. HERMES P.E. SERIAL NO. 131056 DATE: January 2021					
PROJECT No. 061298200	DATE: 01/8/2021	SCALE: AS SHOWN	DESIGNED BY: KHA	DRAWN BY: KHA	CHECKED BY: KHA	
	OAK GROVE ROAD CITY OF FORT WORTH TARRANT COUNTY, TEXAS					
	CROSS SECTIONS STA 115+00 TO STA 121+00					
	SHEE	т NU 4	MBE	R		

CROSS SECTIONS PROVIDED FOR BIDDING PURPOSES ONLY

PRE-BID CONFERENCE AGENDA JANUARY 6, 2021 (1:30 PM) OAK GROVE ROAD FROM ENON AVE. TO JOEL EAST RD. CP 102802

INTRODUCTIONS:

- Carter Park East Land, LLC Developer
- Kimley-Horn and Associates, Inc. Consultant Engineer
- City of Fort Worth Infrastructure Plan Review Center & Office of Business Diversity

CLARIFICATIONS TO CONTRACT DOCUMENTS:

- This project is a developer-awarded project with City Participation. The contract will be executed between Carter Park East Land, LLC and the lowest responsible & responsive Bidder.
- Bid Bond is not required.
- There is an MBE goal of 10% on this project. Due to COVID-19 restrictions, the offeror shall EMAIL the MBE documentation to the Project Manager (PM) at <u>Debbie.Willhelm@fortworthtexas.gov</u> no later than 2:00 PM on the 2nd business day after the bid opening date, exclusive of the bid opening date.
- Section 00 11 13 Invitation To Bidders Temporarily Revised due to COVID-19 Emergency.
 - Read carefully how bids will be accepted. If delivered by courier, FedEx or hand delivery, PM will be located at south end of City Hall on ground floor to provide a time stamped receipt. If delivered on a day or time other than the designated Thursday, the bidder must contact Purchasing Office during normal working hours at 817-392-2462 to make an appointment.
 - Bid opening can be accessed virtually at http://fortworthtexas.gov/fwtv/. Bidders will not be allowed in the City Council Chambers.
 - Addendums Bidder shall acknowledge receipt of all addendums in the space provided in the Addendum, on the last page of the Bid Form, AND on the outside of your Bid Packet Envelope. If acknowledgement is not placed on the outside of the envelope, the Bidder will be considered "nonresponsive" and the packet will be returned unopened.

SCOPE OF PROJECT:

- Removal of existing asphalt roadway and installation of approximately 27,000 SY of 10" concrete pavement on Oak Grove Road.
- Street Lighting Improvements and major storm drain improvements.
- Reroute 130 LF of 30" water main and installation of 130 LF 12" water main.

SCHEDULE:

• Developer desires project to be substantially complete by December 31, 2021.

STATUS OF UTILITY RELOCATIONS, OUTSTANDING ROW/EASEMENTS, PERMITS:

• Update provided by Kimley-Horn

MATERIAL TESTING

• To be performed by Terracon Consultants, Inc.

UPCOMING ADDENDUMS:

- Addendum #1 Officially document the advertisement dates being Dec 23rd & Dec 30th, 2020.
- Addendum #2 Officially document the change in pre-bid conference and remove the pre-qualification requirement for asphalt paving. Also, any other items identified at this pre-bid meeting.

QUESTIONS & ANSWERS:

- Cut-off date for questions that may result in Addendum will be Friday January 8th at 12:00 pm. An Addendum would be necessary if questions / answers resulted in a change to Notice to Bidders, Invitation to Bidders, Bid Form, Proposal Form, Prequalification Statement, Construction Plans, Specifications, or other contract documents. Addendum will be issued to all planholders no later than 5:00 pm that day.
- Cut-off date for minor questions or clarifications will be Wednesday January 13th at 12:00 pm. Responses will be provided to the requestor no later than 5:00 pm that day.