



City of Dallas

November 24, 2015

TO: ALL BIDDERS

RE: **ADDENDUM NO. 4**  
**MILL CREEK / PEAKS BRANCH / STATE THOMAS DRAINAGE RELIEF PROJECT**  
**Project Numbers PB06T525, PB06T523, PB06T527, TW12S769**  
**DWU Contract Numbers 15-387F / 15-388F**  
Files Nos. 421Q-5780; 411-1929K

The attached pages constitute ADDENDUM NO. 4 to the Invitation to Bid, Notice to Bidders, Special Provisions, Technical Provisions, Proposal, General Requirements, Technical Specifications, and Drawings for the referenced project.

**All bidders shall acknowledge receipt of Addendum No. 4 and that they have taken due cognizance of said addendum in all its terms in the preparation and submission of this bid by entering Addendum No. 4 on the proposal Bid Summary page and signing the Bid Summary page.**

If you have any questions, please contact J. Milton Brooks, P.E., at 214-948-4015.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Cottingham".

Jennifer Cottingham, P.E.  
Assistant Director  
Trinity Watershed Management

## ADDENDUM NO. 4

Per Addendum No. 2, BIDS WILL BE RECEIVED AT THE OFFICE OF THE PURCHASING AGENT OF THE CITY OF DALLAS, TEXAS, CITY HALL, ROOM 3FN, 1500 MARILLA STREET, UNTIL **1:00 PM ON FRIDAY, THE 18th DAY OF DECEMBER, 2015**, AND WILL BE PUBLICLY OPENED AND READ AT 2:00 PM ON FRIDAY, THE 18th DAY OF DECEMBER, 2015, BY THE PURCHASING AGENT. LATE BIDS WILL BE RETURNED UNOPENED. Prebid inquiries must be submitted by noon on **December 2, 2015**. Inquiries received after this date may be ignored.

1. Attached are responses to questions received via email. (Addendum No. 4 p-2 through p-4)
2. Special Provision A-7 – MONTHLY CONTRACT BILLING: Delete page A-12 of the Special Provisions and replace with the attached page A-12. (Addendum No. 4 p-5)
3. Special Provision A-36 – SITE RESTORATION: Delete page A-95 of the Special Provisions that was included in Addendum No. 1 and replace with the attached pages A-95A and A-95B. (Addendum No. 4 p-6 and p-7). This reinserts Special Provision A-36 that was inadvertently deleted when it paginated to another page.
4. Special Provision A-53 – LAND ACQUISITION: Delete pages A-110 and A-111 of the Special Provisions and replace with the attached pages A-110 and A-111. (Addendum No. 4 p-8 and p-9). Special Provision A-53 specifies by what date subsurface easements required for tunnel construction will be obtained.
5. Technical Provision B-21 – Bid Item Descriptions and Requirements: Delete page B-91A and replace with the attached page B-91A. (Addendum No. 4 p-10). This clarifies that Bid Item 1953 is for a single 7' by 5' reinforced concrete box culvert. No plan quantity exists, and the purpose of Bid Item 1953 is to establish a unit price if this culvert is needed. The detail for this culvert will be identical to the double 7' by 5' reinforced concrete box culvert shown on Sheet SD-801, excluding the center 7'-8" segment of the culvert.
6. Bidder Checklist: Delete page S14-5 in the Proposal Forms section and replace with the attached page S14-5. (Addendum No. 4 p-11)
7. Section 01900 – DISPUTE REVIEW BOARD: Delete page 01900-13 in its entirety and replace with the attached page 01900-13. (Addendum No. 4 p-12) This resolves a discrepancy between the Section 01900, paragraph 4.1 and paragraph VII.F of the DRB Three-Party Agreement.
8. Higher resolution copies of Figures 1-1, 2-2, and 3-1 in the Geotechnical Data Report are attached. (Addendum No.4 p-13 through p-15)

## ADDENDUM NO. 4 – QUESTIONS AND ANSWERS

1. QUESTION: Does Owner intend to purchase Builders Risk coverage for this project, or should Bidders include this Insurance item as part of their required Insurance coverage?  
ANSWER: The Owner does not intend to purchase Builders Risk coverage separately; it should be included with the Contractor's insurance coverage.
  
2. QUESTION: Special Provision A-7 states that monthly payment estimates shall be submitted in accordance with: (i) Paragraph III of the Contract (which refers to payment being made in accordance Item 109.5.1 of the COD 2011 Addendum); and (ii) Item 1.51.1 of the COD 2011 Addendum. Please confirm that the Owner intended to refer to Item 109.5.1.1 of the COD 2011 Addendum in Special Provision A-7 and that the payment provisions set out in Item 109.5.1.1 of the COD Addendum will apply in respect of the Project.  
ANSWER: Special Provision A-7 is corrected by this addendum to reference Item 109.5.1.1 of the COD Addendum, rather than Item 1.51.1.
  
3. QUESTION: Some Items in the 2011 Addendum have optional language for the Department of Public Works, Dallas Water Utilities, and the Parks and Recreation Department, but not for Trinity Watershed Management. What applies for this project?  
ANSWER: This project is being awarded through Trinity Watershed Management. The Contractor shall use the Department of Public Works sections of any Item in the 2011 Addendum where alternative specifications are provided for the Department of Public Works, Dallas Water Utilities, and the Parks and Recreation Department. For Dallas Water Utilities related work items, the contractor shall refer to the DWU sections of the 2011 Addendum.
  
4. QUESTION: Please provide a definition of "open aperture" as used on the boring logs and provide the reference to which rock mass classification was taken from in application to logging of the fractures as recorded.  
ANSWER: Based on the International Society for Rock Mechanics Commission on Standardization of Laboratory and Field Tests, an open aperture would be considered any aperture greater than 0.5 mm in width. The apertures were described based on the rock core as presented immediately after sampling; any discontinuities of a mechanical nature or which were obviously effected by the sampling operations were noted during logging. Mechanically induced breaks were not listed on the boring log.
  
5. QUESTION: The difference between the boring logs for BH1-6 and BH1-6a in the zone from 150-foot depth downward is dramatic in terms of the number of fractures described as "open aperture." Is it intended that this be understood that the apertures were open in the ground prior to sampling? These borings were drilled with two different rigs at two different diameters. Can any comment be made about the possibility that there may have been a difference in mechanical damage due to sampling that was responsible for the difference, considering that the borings were so close together that the marked difference between the two is surprising?  
ANSWER: Based on the Rock Coring log, both BH1-6 and BH1-6A were drilled using the Gardner Denver drill rig and an HQ sized rock core. As such there was no mechanical differences between these core samples. It should be noted that the soil portion of the both borings were performed by different drill rigs, but this would have no effect on the rock sampling.

6. QUESTION: Geotechnical Data Report (GDR) Figures 2-2 and 3-1 are of very poor quality and are illegible. Please provide legible copies.  
ANSWER: Legible copies of Figures 1-1, 2-2, and 3-1 are attached to this Addendum No. 4.
7. QUESTION: Addendum 2 modified this Section by deleting the word “rigid” as a requirement for ventilation ducts. However, this paragraph still requires: 1. Supply of fresh air to work areas, and 3. Install reversible ventilation systems capable of supplying the required flow rate of fresh air in both suction and pressure modes of operation. If the ducts along the whole tunnel operate in reversible mode, when the suction mode is on, the fresh air can only come to the work zone after the whole volume inside the tunnel is reversed and the length of the tunnel brings fresh air to the work zone. Therefore, it seems that the intent of these requirements in this paragraph is to apply exclusively to the TBM ventilation system and not to the whole tunnel. The ventilation system of the TBM would then operate in both modes (suction and pressure) as required, but the fresh air would always come through the main tunnel ventilation duct on a pressure mode to bring fresh air to the work area, keeping the air moving out at the required speeds through the tunnel. Please confirm that the intent of this paragraph is to describe the ventilation system of the TBM and not the whole tunnel.  
ANSWER: OSHA 1926.800(k)(1)(i) states, “Fresh air shall be supplied to all underground work areas in sufficient quantities to prevent dangerous or harmful accumulation of dusts, fumes, mists, vapors or gases.” Per OSHA, these requirements apply to all work areas in the tunnel, not exclusively to the TBM.
8. QUESTION: Considering the latest issued Addendum No. 3, for Bid Item 1350, the proposal forms call for 33,330 SF of articulated concrete block mattresses. We can only identify in the plans 13,330 sf, and 20,000 sf are unaccounted for. Will the quantities be revised by future addendum to add more quantities in revised drawings, or reduce the excess unused quantities? Or is the owner planning to use these unaccounted quantities as reserve?  
ANSWER: This bid item will be paid on installed quantities verified in the field.
9. QUESTION: Addendum No. 2 deleted the requirement for the Bidder to submit with the Bid Form 8, Safety Record Affidavit, for subcontractors; however, that requirement still appears on the “Bidders Checklist” page S14-5. Please confirm that Form 8 for subcontractors is not required to be submitted with the Bid.  
ANSWER: The Bidders Checklist is revised by this Addendum #4 to remove the requirement for Form 8 for subcontractors to be submitted with the Bid. The revision also stipulates that Form 8, Safety Record Affidavit, is required for all members of a Joint Venture.
10. QUESTION: It appears that the newly added Bid Item 1953 for 7'x5' RCB in Addendum #3 is same as existing Bid item 1953D. Was it the intent to replace Item 1953D with Item 1953? Please also clarify if Item 1953 is for double 7'x5' RCB.  
ANSWER: Item 1953 is for a single-barrel 7'x5' reinforced concrete box; whereas 1953D is for double-barrel 7'x5' reinforced concrete box. The description of Item 1953 is corrected by this Addendum #4.
11. QUESTION: There is no sound wall layout drawings provided for site C. Is it the intent that the noise ordinance requirements at this site can be met by Contractor by following other noise measures and not necessarily require sound walls? If sound wall is not optional, then please provide the extent of sound wall required for this site?  
ANSWER: It is the Contractors' responsibility to adhere to the requirements the Noise Ordinance and Section 01580 of the Contract documents; however, Site C has no specified **minimum** sound wall requirements.

12. QUESTION: Is it permissible for the VFD manufacturer to provide control logic witness testing and dynamometer testing on just one drive instead of all three drives? If any issues are found, a resolution would be applied to all.  
ANSWER: No, all specified factory tests shall be witnessed on each drive.
13. QUESTION: What is desired for the VFD's Operator Interface Terminal (OIT), a custom programmed touchscreen or just a drive keypad?  
ANSWER: The VFD's OIT shall be a digital operator keypad as specified in Section 16483, Part 2.6.C.
14. QUESTION: There is an output contactor on the one line diagram that one of the manufacturers does not need to protect the motor and still provide functionality. Can the output contactor be omitted?  
ANSWER: The output contactor shall remain as shown.
15. QUESTION: Will the Bid Form be revised to include a Grand Total Amount?  
ANSWER: No, there will be no Grand Total Amount on the Bid Form.

## **A-6 PRE-BID MEETING**

A pre-bid conference will be held for all interested bidders in the L1FN Auditorium at Dallas City Hall, 1500 Marilla Street, Dallas, Texas 75201 on October 6, 2015, at 9:00 am to review the project and answer any questions concerning the projects. Parking is available on the south side of City Hall with metered parking immediately south of City Hall and a pay parking lot across the street to the south.

The City has implemented new security measures at City Hall. Access points are limited to the lobby entrance on the north side of the building facing Young Street and the east side of the building facing Ervay Street. Attendees are required to pass through security screening and must have government issued identification, such as a driver's license or passport. Possessions carried through security are subject to X-ray scanning or physical examination. If you arrive with a packet that is too large to scan, it will be physically searched which will add delay.

Due to this implementation, there will likely be a delay for all concerned when trying to reach a destination at an allotted time, and visitors are advised to arrive early. After screening, proceed to the Green elevators, go down to Floor L1, and proceed to the L1FN Auditorium.

Bidders can view test borings cores, which are stored in a warehouse at the old Naval Air Station off Jefferson Boulevard. The warehouse is immediately west of the intersection of Hensley Field Drive and Ikim Way. The cores may be viewed **only** on October 6, 2015, from 1:00 pm to 5:00 pm; October 7, 2015, from 9:00 am to 5:00 pm; and October 8, 2015, from 9:00 am to 5:00 pm. These are the only times cores can be examined prior to submitting bids. Bidders can tour the construction sites at their own discretion.

**Bidders are strongly encouraged to attend the pre-bid meeting, visit the construction sites, and observe the rock cores prior to submitting their bid.**

## **A-7 MONTHLY CONTRACT BILLING**

The monthly estimate submitted by the CONTRACTOR shall be in accordance with Paragraph III of the CONTRACT and [Addendum #4] ~~Items 1.51.1 of the Addendum~~ Item 109.5.1.1 of the 2011 Addendum [Addendum #4], and shall include a summary of contract costs showing total amount of previous payments, the amount of current payment due, and the updated total.

See Special Provision A-29 - FORMS SECTION for sample estimate format.

## **A-8 WAGE RATES**

All employees directed employed on the project by the CONTRACTOR shall be paid the prevailing wage scale for work of a similar character in the locality, and in no event less than the following minimum rates per hour as shown on the next page. The wage rates applicable to the work called for are the minimum to be paid to various classes of labor and crafts. The CONTRACTOR is at liberty to pay any amount over and above the rates called for herein.

### **A-33 ELECTRIC POWER**

The CONTRACTOR shall purchase electric power from any of the electric providers serving the Dallas area. The cost of electric power is subsidiary to the bid items using electric power, and power costs shall not be a separate pay item.

~~[Addendum #1] Delivery of 8,000 KVA of 13,200-volt, 3-phase electric power to the Outfall Site will be provided at no cost to the CONTRACTOR. The OWNER has contracted with Oncor to upgrade (at OWNER's expense) Oncor's electric distribution infrastructure to make 8,000 KVA of 13,200-volt, 3-phase electric power available at Site O, the Outfall Site; this distribution upgrade is expected to be completed by March 31, 2016. CONTRACTOR shall coordinate directly with their electric power provider and Oncor to bring electric power into Site O from a pole near the southwest corner of Site O. [Addendum #1] Oncor is responsible for delivery of electric power. The OWNER has no control over Oncor or the reliability of their power delivery, and blackouts and brownouts can occur. A workday in which blackouts and brownouts materially impact a critical-path activity for more than eight (8) hours will be counted as a "weather day" in accordance with Special Provision A-5 - CONTRACT TIME.~~

### **A-34 SUBCONTRACTS**

All subcontractors must be approved by the Owner's Representative. Upon request of the Owner's Representative, the CONTRACTOR shall promptly furnish additional information demonstrating that a proposed subcontractor has the necessary facilities, skills, integrity, experience, and financial resources to perform the work in accordance with the terms and conditions of this CONTRACT.

The CONTRACTOR may be required to submit an experience record on a subcontractor which reflects the subcontractor's experience in work that is similar to the work outlined in this contract.

If required by the Owner's Representative, the subcontractor shall accompany the Owner's Representative to examine the reference's work.

### **A-35 SUBCONTRACTOR MONTHLY PAYMENT**

CONTRACTOR shall submit to the Owner's Representative a Statement of Payment to Subcontractors, certifying that all Subcontractors have been paid for all work that is included in previous pay requests, **PRIOR** to the PAYMENT OF ANY ESTIMATE.

## **A-36 SITE RESTORATION**

The CONTRACTOR shall solid sod areas of the project site disturbed by clearing and construction as shown on the Plans. The CONTRACTOR shall restore the construction site to original condition or better immediately upon installation and acceptance as directed by the OWNER.



## A-52 DALLAS CITY CODE

The CONTRACTOR shall adhere to **all** the requirements of The Dallas City Code, which is available at the following URL:

[http://www.amlegal.com/nxt/gateway.dll/Texas/dallas/volumei/preface?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:dallas\\_tx](http://www.amlegal.com/nxt/gateway.dll/Texas/dallas/volumei/preface?f=templates$fn=default.htm$3.0$vid=amlegal:dallas_tx)

The CONTRACTOR should pay particular attention to the following:

1. Chapter 5A - Air Pollution
2. Chapter 7A - Anti-Litter Regulations, Sections 7A-6 and 7A-7.1
3. Chapter 15B - Equal Employment Opportunity Contract Compliance
4. Chapter 18 - Municipal Solid Wastes, Sections 18-29 through 18-52
5. Chapter 19 - Health and Sanitation, Sections 19-118. through 19-118.8
6. Chapter 30 - Noise
7. Chapter 36 - Poles and Wires
8. Chapter 51A - Part II of the Dallas Development Code, Section 51A-6.101., and Sections 51A-6.103. through 51A-6.107., and Sections 51A-10.136. through 51A-10.140.

## A-53 LAND ACQUISITION

[Addendum #4]

Fee-simple property and sub-surface easements have been acquired from the beginning of the tunnel to Station 18+40. All required fee-simple property and sub-surface easement acquisitions from Station 18+40 to Station 133+00 will be obtained on or before January 1, 2017.

All required fee-simple property and sub-surface easement acquisitions from Station 133+00 to the end of the tunnel at Station 271+85 will be obtained on or before March 1, 2017.

Construction on the lot at Site A, on which the dewatering station will be constructed, may not begin until July 31, 2017.

~~All required fee simple property acquisitions and sub surface easements downstream of (east of) Tunnel Station 133+00 have been obtained. The OWNER will provide to BIDDERS, at least 7 calendar days prior to opening bids, the locations of other parcels for which fee simple or easement acquisitions is required and the date by which each will be acquired.~~

~~The OWNER owns the lot on which the dewatering station will be constructed; however, construction on said lot may not commence until a Specific Use Permit (SUP) is obtained. The OWNER will provide to BIDDERS, at least 7 calendar days prior to opening bids, the date by which said SUP will be obtained~~  
[Addendum #4]

## **A-54 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE**

The City of Dallas, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

[Addendum #1]

## **A-55 PRIORITY OF CONTRACT DOCUMENTS**

In the case of conflict between the contract documents, priority of interpretation shall be in the following order:

1. Signed agreement (or contract)
2. Performance and payment bonds
3. Proposal (Bid)
4. Notice to bidders
5. Advertisement for bids
6. Proposal Requirements and General Conditions (Section A)
7. Technical Provisions (Section B)
8. Water Utilities Special Provisions (Section C)
9. General Requirements (Division 1)
10. Project drawings
11. Technical specifications (Divisions 2 through 16)
12. Geotechnical Baseline Report
13. Geotechnical Data Report
14. City of Dallas 2011 ADDENDUM to the Public Works Construction Standards – North Central Texas as Published by the North Central Texas Council of Governments (Fourth Edition, October 2004)
15. Public Works Construction Standards – North Central Texas as Published by the North Central Texas Council of Governments (Fourth Edition, October 2004)

This Special Provision A-55 supersedes the priority of contract documents provisions in both the Dallas 2011 Addendum Item 105.5.1.1 and NCTGOG Standards Item 105.1.1. [Addendum #1]

**BID ITEM NO. 1951 – 7'x3' REINFORCED CONCRETE BOX**

**Technical Specification:** TxDOT Item 462, Concrete Box Culverts and Storm Drains, Section 462.1 through Section 462.3. This item consists of new 7-foot by 3-foot reinforced concrete box as specified in the Contract Documents.

**Measurement and Payment:** Measurement for payment shall be per linear foot of reinforced concrete box. Payment shall be at the unit price bid which shall constitute payment in full for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals necessary to complete the work including excavations, backfill and disposal of surplus materials.

[Addendum #3]

**BID ITEM NO. 1953 – 7'x5' REINFORCED CONCRETE BOX**

**Technical Specification:** TxDOT Item 462, Concrete Box Culverts and Storm Drains, Section 462.1 through Section 462.3. This item consists of new 7-foot by 5-foot reinforced concrete box as specified in the Contract Documents.

**Measurement and Payment:** Measurement for payment shall be per linear foot of ~~[Addendum #4] double~~ [Addendum #4] reinforced concrete box. Payment shall be at the unit price bid which shall constitute payment in full for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals necessary to complete the work including excavations, backfill and disposal of surplus materials. [Addendum #3]

## BIDDER CHECKLIST

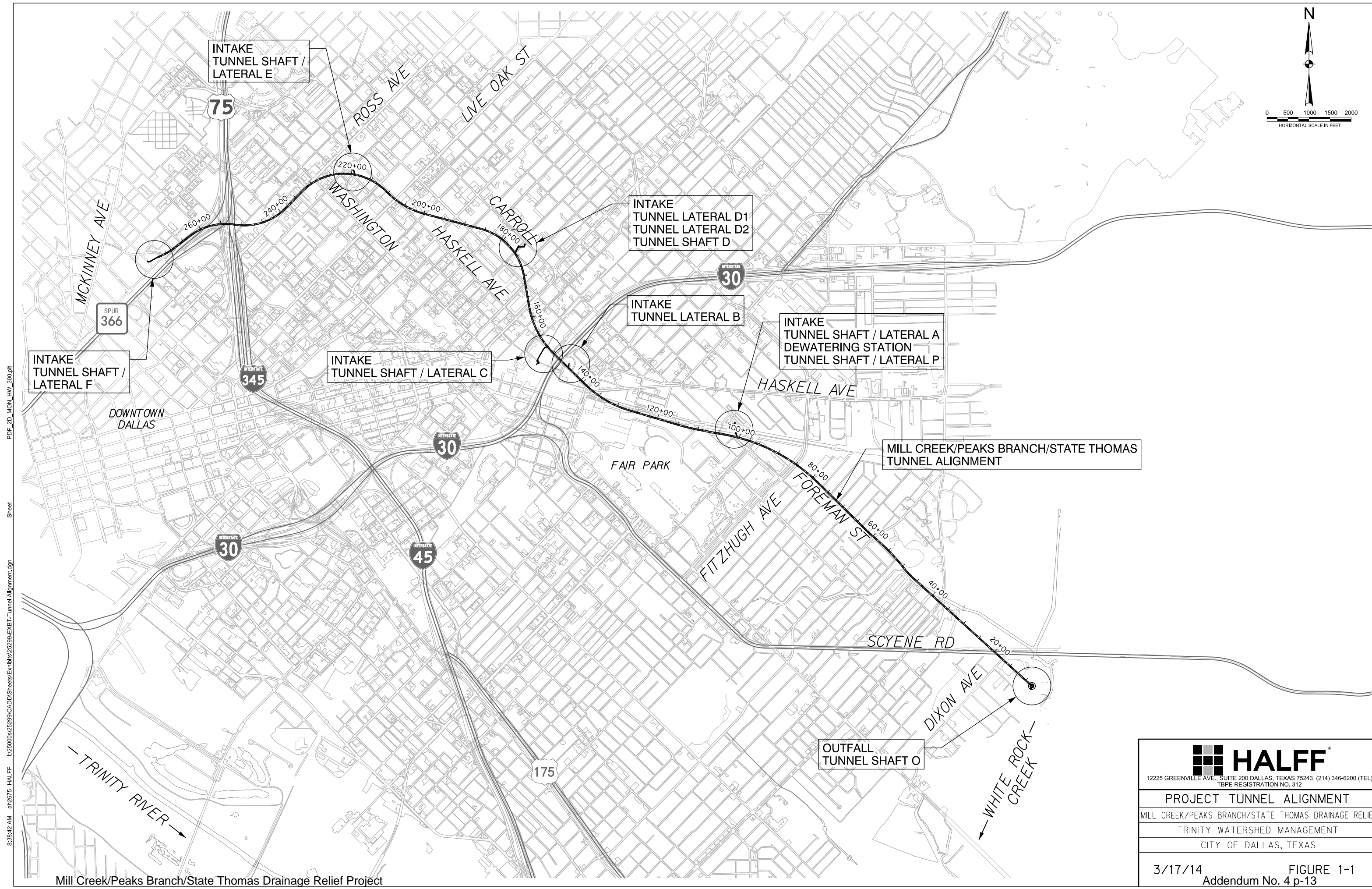
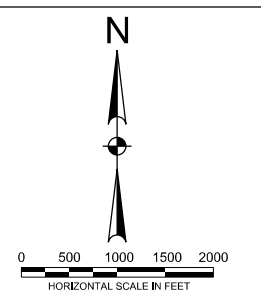
Required Submittal	Completed
Complete Proposal Forms including ALL Alternates.	
Acknowledge ALL Addenda.	
Present acceptable bonding company.	
Demonstrate bonding capacity is sufficient for this project.	
Fill in and sign pages following the Proposal Forms.	
Attach résumés of [Addendum #2] <del>key personnel</del> <u>proposed Project Manager and Superintendent</u> . [Addendum #2]	
Affirm there is no current litigation against City of Dallas.	
<del>[Addendum #1] Complete Form 1, Business Inclusion &amp; Development Affidavit, found in Special Provision A-29, demonstrating compliance with City's "Good Faith Effort Plan."</del> <u>Complete BDPS-FRM-203 (Form 1 in Special Provision A-29), Business Inclusion &amp; Development Affidavit, demonstrating compliance with City's "Good Faith Effort Plan."</u>	
<u>Complete BDPS-FRM-204 (Form 2 in Special Provision A-29), Ethnic Workforce Composition Report.</u> [Addendum #1]	
Complete Form 7, Bid Bond, found in Special Provision A-29.	
Complete Form 8, Safety Record Affidavit, found in Special Provision A-29, for Bidder [Addendum #4] <u>(including all members of a Joint Venture)</u> <del>for subcontractors having \$50,000 or more work on the project.</del> [Addendum #4]	
Complete Form 24, Environmental Record Affidavit, found in Special Provision A-29.	
Complete Form 25, Cement Preference Certification, found in Special Provision A-29.	
Demonstrate Tunnel experience by filling in the forms on Page S13-6.	
Demonstrate Shaft experience by filling in the forms on Page S13-7.	
Demonstrate Pump Station experience by filling in the forms on Page S13-8.	

## VII PAYMENT


- A. Payments made to the Board members shall constitute full compensation for work performed, travel time and services rendered, and for all materials, supplies and incidentals necessary to serve on the DRB.
- B. Payment for services rendered by Board members shall be at the rate and conditions agreed to between the OWNER and the CONTRACTOR and each Board member.
- C. Board members shall be reimbursed for actual direct, non-salary expenses including automobile mileage, parking, travel expenses from the point of departure to the initial point of arrival, automobile rental, taxi fares, food and lodging, printing, long distance telephone, postage and courier delivery, subject to limitations imposed by the contract.
- D. Payment made to Board members in the form of bonus, commission, or consideration of any nature other than that specified hereinabove for performance and service provided under this Agreement, before, during or after the period that this Agreement is in effect, is prohibited.
- E. Board members shall individually submit duplicate invoices for work completed to the OWNER and CONTRACTOR:
  - 1. Not more often than once per month.
  - 2. Based on the agreed billing rate and conditions and on the number of hours expended, together with direct, non-salary expenses including an itemized listing supported by copies of original bills, invoices, and expense accounts.
  - 3. Accompanied by a description of activities performed daily during that period.
- F. [Addendum #4] ~~The CONTRACTOR~~ OWNER shall pay the cost of acceptable invoices for regularly scheduled periodic meetings, ~~and be reimbursed 100 percent of the approved amount from the DRB allowance established in the contract.~~ The OWNER and CONTRACTOR shall each pay one-half the cost of acceptable invoices for meetings called by the OWNER or CONTRACTOR to attempt to help resolve a dispute, ~~and the CONTRACTOR will be reimbursed 50 percent of the approved amount from the DRB allowance established in the contract.~~ [Addendum #4] Invoices from the DRB shall be paid within 45 days of their receipt.

## VIII CONFIDENTIALITY AND RECORDKEEPING

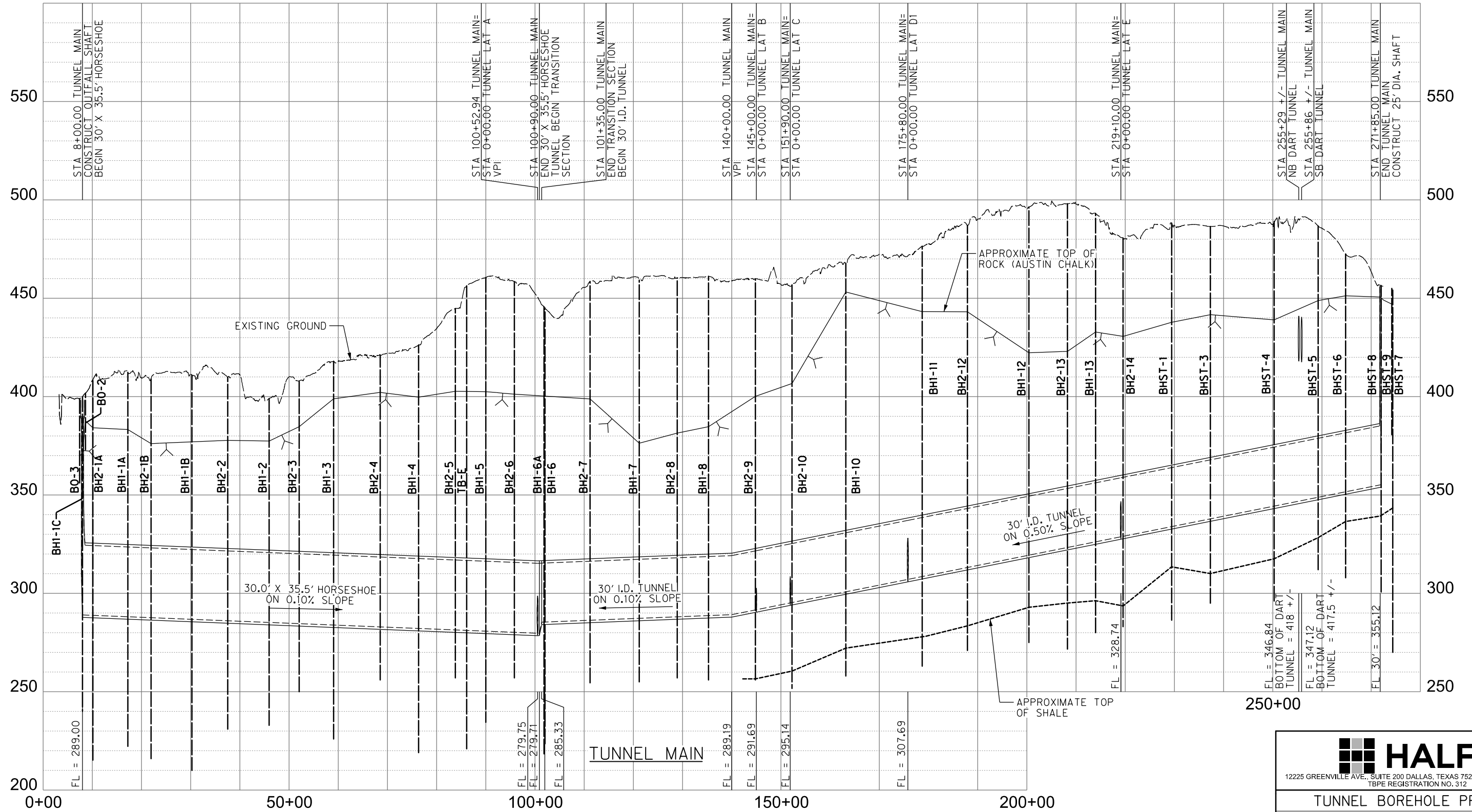
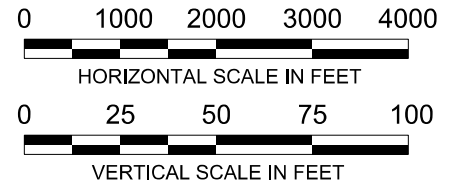
- A. No Board member shall divulge information identified as confidential that has been acquired during DRB activities without obtaining prior written approval from the OWNER and the CONTRACTOR.
- B. Board members shall maintain cost records pertaining to this Agreement for inspection by the OWNER or the CONTRACTOR for a period of three years following the termination of this Agreement.



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12225 GREENVILLE AVE., SUITE 200 DALLAS, TEXAS 75243 (214) 346-6200 (TEL) TBPE REGISTRATION NO. 312	
<b>PROJECT TUNNEL ALIGNMENT</b>	
MILL CREEK/PEAKS BRANCH/STATE THOMAS DRAINAGE RELIEF	
TRINITY WATERSHED MANAGEMENT	
CITY OF DALLAS, TEXAS	
3/17/14	FIGURE 1-1
Addendum No. 4 p-13	

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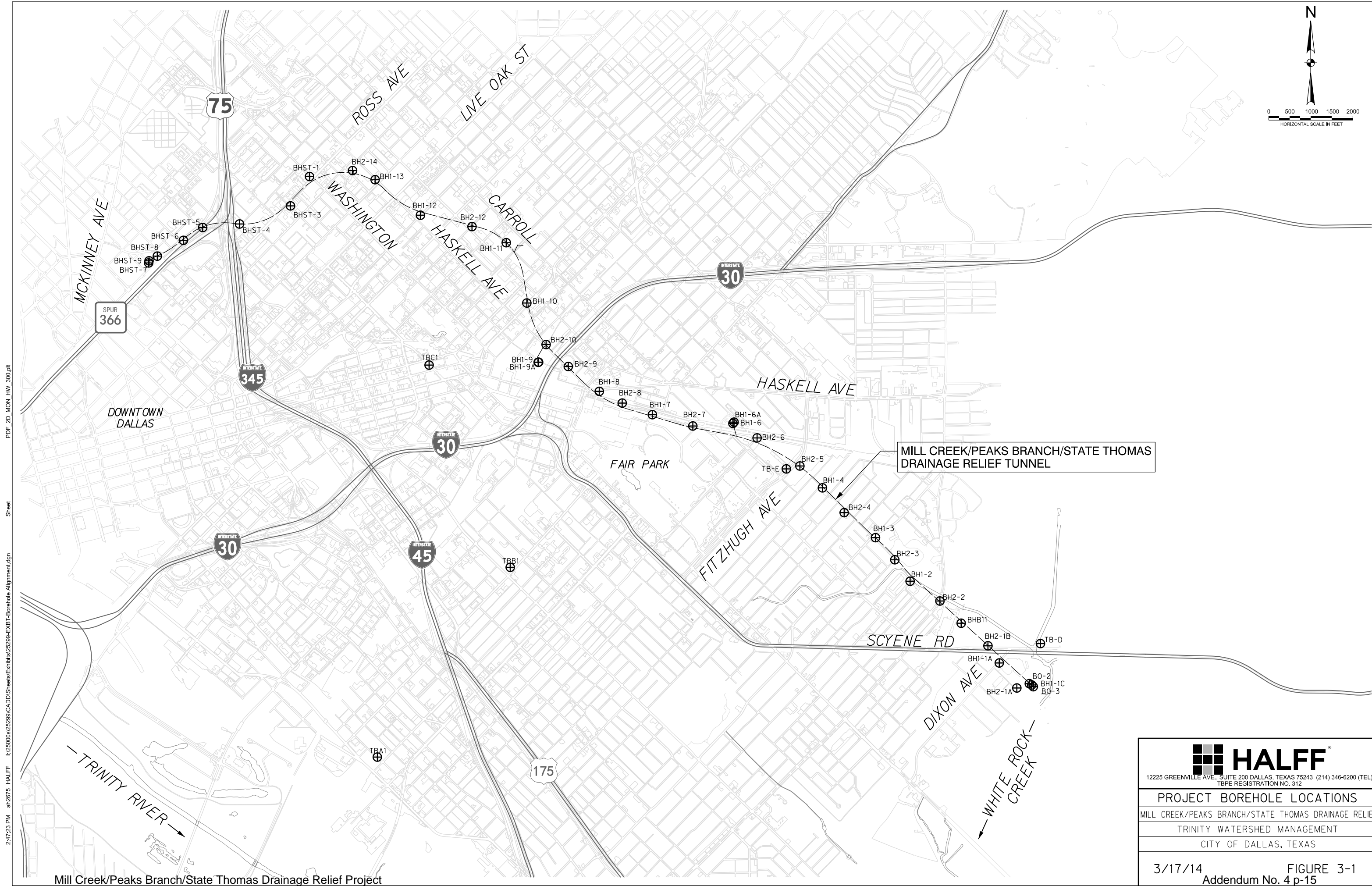


**HALFF**  
12225 GREENVILLE AVE., SUITE 200 DALLAS, TEXAS 75243 (214) 346-6200 (TEL)  
TBPE REGISTRATION NO. 312

**TUNNEL BOREHOLE PROFILE**  
MILL CREEK/PEAKS BRANCH/STATE THOMAS DRAINAGE RELIEF  
TRINITY WATERSHED MANAGEMENT  
CITY OF DALLAS, TEXAS

3/17/14 Addendum No. 4 p-14 FIGURE 2-2






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Mill Creek/Peaks Branch/State Thomas Drainage Relief Project

MILL CREEK/PEAKS BRANCH/STATE THOMAS DRAINAGE RELIEF TUNNEL

 <small>12225 GREENVILLE AVE., SUITE 200 DALLAS, TEXAS 75243 (214) 346-6200 (TEL)          TBPE REGISTRATION NO. 312</small>	
<b>PROJECT BOREHOLE LOCATIONS</b> MILL CREEK/PEAKS BRANCH/STATE THOMAS DRAINAGE RELIEF TRINITY WATERSHED MANAGEMENT CITY OF DALLAS, TEXAS	
3/17/14	FIGURE 3-1
Addendum No. 4 p-15	