

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

SPECIFICATIONS AND BID
FOR
FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY
FORT BEND GRAND PARKWAY TOLL ROAD
SH 99, Segment D

Section 9: Bellaire Overpass
CSJ: 3510-04-050
and
Section 10: FM 1093 Overpass
CSJ: 3510-04-051

Notice To Bidder:

ALL BIDS ARE TO BE SUBMITTED TO THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, C/O PROFESSIONAL PROJECT MANAGEMENT SERVICES, 19875 SOUTHWEST FREEWAY, SUITE 270, SUGAR LAND, TEXAS, 77479 BY 11:00 A.M. ON TUESDAY, JULY 17, 2012. ELECTRONIC / ONLINE BID SUBMITTAL THROUGH CIVCAST IS PERMITTED.

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

Williams Brothers Construction Company

BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ 19,104,707.63

FORT BEND COUNTY, TEXAS

CONTRACT WITH FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Contractor hereby contracts and agrees with Fort Bend Grand Parkway Toll Road Authority to perform the work and services and to furnish the materials, supplies, and equipment, and incidentals necessary to complete this contract in a good and workmanlike manner in accordance with his bid and with the plans, specifications, and special provisions prepared by the Engineer, for

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY FORT BEND GRAND PARKWAY TOLL ROAD SH 99, Segment D Section 9: Bellaire Overpass and Section 10: FM 1093 Overpass

Unit and Section

The Contractor represents to the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) that he has carefully examined this contract and the plans, specifications, and special provisions attached to and made a part of this contract on which his bid is based, and is thoroughly familiar therewith.

The FBGPTRA agrees to pay to the Contractor for the performance of all the obligations of this contract in a good and workmanlike manner in accordance with the plans, specifications, and special provisions, the several installments, at the rates and at the times and in the manner specified therein, not exceeding in the aggregate the sum of Nineteen Million, One Hundred Four Thousand, Seven Hundred Seven and 63/100 dollars (\$19,104,707.63).

The Contractor agrees to begin the performance of the work on the date fixed in the contract requisition when it shall have been issued, and to prosecute it diligently to completion.

The deposit of a copy of the contract requisition in the United States mail addressed to the Contractor at _____

_____ shall be sufficient notice of the issuance of such requisition and of the date performance shall begin.

Wherever any notice to the Contractor by the FBGPTRA may be required or desirable under the terms of this agreement and related documents, such notice shall be sufficient if it be in writing, addressed to the Contractor at the above address, and deposited in the United States mail.

This contract and all obligations therein are performable in Fort Bend County, Texas. Executed at Sugar Land, Texas, this _____ day of _____, 2012.

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
FORT BEND COUNTY, TEXAS

ATTEST:

BY: _____
Chairman

_____, 2012

BY: _____
Contractor

RECOMMENDED FOR APPROVAL

BY: _____

(ENGINEER)

(TITLE)

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
104	509	REMOV CONC	(SDWLK)	SY	256.7400	\$10.000	\$2,664.00		1
				E X A M P L E					
Total Bid Amount							\$2,664.00		

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:
 Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
 FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D, SECTION 9 and 10

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA	A U T H	U S E O N L Y
TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	100	2002	PREPARING ROW _____ DLRS. and _____ CENTS	STA	92.50
	104	2001	REMOVING CONC (PAV) _____ DLRS. and _____ CENTS	SY	9159.00
	104	2021	REMOVING CONC (CURB) _____ DLRS. and _____ CENTS	LF	2833.00
	105	2018	REMOVING STAB BASE AND ASPH PAV (7") _____ DLRS. and _____ CENTS	SY	10656.00
	110	2001	EXCAVATION (ROADWAY) _____ DLRS. and _____ CENTS	CY	41131.00
	132	2006	EMBANKMENT (FINAL) (DENS CONT) (TY C) _____ DLRS. and _____ CENTS	CY	144097.00
	132	2036	EMBANK (FINAL) (DC) (TY E) (CSBE) _____ DLRS. and _____ CENTS	CY	14529.00
	161	2017	COMPOST MANUF TOPSOIL (BIP) (4") _____ DLRS. and _____ CENTS	SY	105946.00

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TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	162	2002	BLOCK SODDING _____ DLRS. and _____ CENTS	SY	6540.00
	162	2003	STRAW OR HAY MULCH _____ DLRS. and _____ CENTS	SY	217427.00
	164	2039	DRILL SEEDING (PERM) (URBAN) (CLAY) _____ DLRS. and _____ CENTS	SY	105946.00
	164	2051	DRILL SEED (TEMP) (WARM OR COOL) _____ DLRS. and _____ CENTS	SY	111481.00
	166	2001	FERTILIZER _____ DLRS. and _____ CENTS	AC	46.28
	168	2001	VEGETATIVE WATERING _____ DLRS. and _____ CENTS	MG	5553.00
	260	2006	LIME TRT (EXST MATL) (6") _____ DLRS. and _____ CENTS	SY	46646.00
	260	2012	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY) _____ DLRS. and _____ CENTS	TON	664.00

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TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	276	2224	CEM TRT (PLNT MX) (CL N) (TY E) (GR 4) (6") _____ DLRS. and _____ CENTS	SY	53761.00
	292	2017	ASPHALT STAB BASE (GR 4) (PG 64) _____ DLRS. and _____ CENTS	TON	2992.00
	360	2005	CONC PVMT (CONT REINF - CRCP) (12") _____ DLRS. and _____ CENTS	SY	49856.00
	368	2001	WIDE FLANGE PAVEMENT TERMINALS _____ DLRS. and _____ CENTS	LF	429.00
	400	2005	CEM STABIL BKFL _____ DLRS. and _____ CENTS	CY	819.00
	400	2016	CEMENT STAB BACKFILL (INLET OR MH) _____ DLRS. and _____ CENTS	CY	253.00
	402	2001	TRENCH EXCAVATION PROTECTION _____ DLRS. and _____ CENTS	LF	1664.00
	403	2001	TEMPORARY SPL SHORING _____ DLRS. and _____ CENTS	SF	2903.00

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ALT.	ITEM NO.	DESC. CODE			
	416	2001	DRILL SHAFT (18 IN) _____ DLRS. and _____ CENTS	LF	178.00
	416	2004	DRILL SHAFT (36 IN) _____ DLRS. and _____ CENTS	LF	2316.00
	416	2008	DRILL SHAFT (60 IN) _____ DLRS. and _____ CENTS	LF	3968.00
	416	2015	DRILL SHAFT (NON - REINFORCED) (12 IN) _____ DLRS. and _____ CENTS	LF	35.00
	416	2020	DRILL SHAFT (SIGN MTS) (36 IN) _____ DLRS. and _____ CENTS	LF	240.00
	416	2021	DRILL SHAFT (SIGN MTS) (42 IN) _____ DLRS. and _____ CENTS	LF	472.00
	416	2029	DRILL SHAFT (RDWY ILL POLE) (30 IN) _____ DLRS. and _____ CENTS	LF	192.00
	420	2003	CL C CONC (ABUT) _____ DLRS. and _____ CENTS	CY	269.20

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ALT.	ITEM NO.	DESC. CODE			
	420	2004	CL C CONC (BENT) _____ DLRS. and _____ CENTS	CY	2031.80
	420	2010	CL C CONC (SIGN COLUMN) _____ DLRS. and _____ CENTS	CY	284.50
	420	2019	CL C CONC (CAP) _____ DLRS. and _____ CENTS	CY	110.40
	420	2039	CL D CONC (MISC) _____ DLRS. and _____ CENTS	CY	7.60
	420	2051	CL C CONC (COLUMN) _____ DLRS. and _____ CENTS	CY	84.60
	420	2104	CL A CONC (FLUME) _____ DLRS. and _____ CENTS	CY	15.90
	420	2117	CL C CONC (SIGN FOOTING) _____ DLRS. and _____ CENTS	CY	103.20
	422	2001	REINF CONC SLAB _____ DLRS. and _____ CENTS	SF	172717.00

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	TxDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	423	2004	RETAINING WALL (MSE) (FRAC FIN) _____ DLRS. and _____ CENTS	SF	95331.00
	425	2068	PRESTR CONC GIRDER (TX54) _____ DLRS. and _____ CENTS	LF	22573.65
	428	2001	CONC SURF TREAT (CLASS I) _____ DLRS. and _____ CENTS	SY	20354.00
	432	2050	RIPRAP (CONC) (CL B) (5 IN) _____ DLRS. and _____ CENTS	CY	24.00
	432	2066	RIPRAP (CONC) (CL B) _____ DLRS. and _____ CENTS	CY	11.00
	432	2084	RIPRAP (CONC) (CL B) (4") _____ DLRS. and _____ CENTS	CY	490.00
	432	2087	RIPRAP (CONC) (5IN) (STAMPED) _____ DLRS. and _____ CENTS	CY	213.00
	442	2048	STRUCTURAL STEEL (MISC NON-BRIDGE) _____ DLRS. and _____ CENTS	LB	1254.00

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	TxDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	450	2013	RAIL (TY SSTR) _____ DLRS. and _____ CENTS	LF	13123.80
	450	2109	RAIL (TY SSTR) W / DRAIN SLOTS _____ DLRS. and _____ CENTS	LF	2480.10
	454	2001	SEALED EXPANSION JOINT (4 IN) (SEJ - A) _____ DLRS. and _____ CENTS	LF	668.00
	464	2003	RC PIPE (CL III) (18 IN) _____ DLRS. and _____ CENTS	LF	22.00
	464	2005	RC PIPE (CL III) (24 IN) _____ DLRS. and _____ CENTS	LF	1594.00
	464	2009	RC PIPE (CL III) (36 IN) _____ DLRS. and _____ CENTS	LF	34.00
	464	2013	RC PIPE (CL III) (60 IN) _____ DLRS. and _____ CENTS	LF	14.00
	465	2005	MANH (COMPL) (TY M) _____ DLRS. and _____ CENTS	EA	2.00

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	TxDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	465	2010	INLET (COMPL) (TY AAD) _____ DLRS. and _____ CENTS	EA	3.00
	465	2011	INLET (COMPL) (TY AD) _____ DLRS. and _____ CENTS	EA	9.00
	465	2098	INLET (COMPL) (TY C1) _____ DLRS. and _____ CENTS	EA	2.00
	465	2180	INLET (COMPL) (TY AZR) 2 GRATES _____ DLRS. and _____ CENTS	EA	6.00
	465	2229	INLET EXT (TY C1) _____ DLRS. and _____ CENTS	EA	2.00
	465	2484	INLET (COMPL) (TY AAD) (MOD) _____ DLRS. and _____ CENTS	EA	2.00
	465	9001	INLET (CONVERT EXIST MANH) _____ DLRS. and _____ CENTS	EA	2.00
	467	2236	SET (TY II) (24 IN) (RCP) (6:1) (C) _____ DLRS. and _____ CENTS	EA	2.00

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ALT.	ITEM NO.	DESC. CODE			
	471	2007	GRATE AND FRAME (BRIDGE DRAIN) _____ DLRS. and _____ CENTS	EA	2.00
	479	2003	ADJ MANHS & INLETS _____ DLRS. and _____ CENTS	EA	1.00
	481	2012	PVC PIPE (SCH 40) (6 IN) _____ DLRS. and _____ CENTS	LF	120.00
	496	2002	REMOV STR (INLET) _____ DLRS. and _____ CENTS	EA	6.00
	496	2007	REMOV STR (PIPE) _____ DLRS. and _____ CENTS	LF	22.00
	500	2001	MOBILIZATION _____ DLRS. and _____ CENTS	LS	1.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DLRS. and _____ CENTS	MO	16.00
	506	2002	ROCK FILTER DAMS (INSTALL) (TY 2) _____ DLRS. and _____ CENTS	LF	292.00

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ALT.	ITEM NO.	DESC. CODE			
	506	2009	ROCK FILTER DAMS (REMOVE) _____ DLRS. and _____ CENTS	LF	292.00
	506	2016	CONSTRUCTION EXITS (INSTALL) (TY 1) _____ DLRS. and _____ CENTS	SY	646.00
	506	2019	CONSTRUCTION EXITS (REMOVE) _____ DLRS. and _____ CENTS	SY	646.00
	506	2034	TEMPORARY SEDIMENT CONTROL FENCE _____ DLRS. and _____ CENTS	LF	11491.00
	512	2058	PORT CTB (FUR & INST) (SNGL SLP) (TY J - J) _____ DLRS. and _____ CENTS	LF	8850.00
	512	2062	PORT CTB (REMOVE) (SNGL SLP) (TY J - J) _____ DLRS. and _____ CENTS	LF	8730.00
	529	2002	CONC CURB (TY II) _____ DLRS. and _____ CENTS	LF	948.00
	529	2007	CONC CURB (DOWEL) _____ DLRS. and _____ CENTS	LF	566.00

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ALT.	ITEM NO.	DESC. CODE			
	529	2070	CONCRETE CURB (TYPE U - TURN) (SPECIAL) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	415.00
	540	2001	MTL W - BEAM GD FEN (TIM POST) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	525.00
	540	2011	MTL BEAM GD FEN TRANS (THRIE - BEAM) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	6.00
	540	2044	DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	3.00
	544	2006	GDRAIL END TRT (INST) (WOOD POST) (TY III) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	9.00
	545	2001	CRASH CUSH ATTEN (INSTL) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	3.00
	545	2003	CRASH CUSH ATTEN (REMOVE) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	3.00
	545	2022	CRASH CUSH ATTEN (INSTL) (REACT) (N) <hr style="border: 0.5px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	3.00

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TxDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS		UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.				
	556	2006	PIPE UNDERDRAINS (TY 6) (6") _____ DLRS. and _____ CENTS	LF	72.00
	610	2025	INS RD IL AM (TY SA) 40T - 8 (.25 KW) S _____ DLRS. and _____ CENTS	EA	14.00
	610	2042	INS RD IL AM (TY SA) 50T - 8 (.4 KW) S _____ DLRS. and _____ CENTS	EA	8.00
	610	2059	INS RD IL AM (U / P) (TY IF) (.15KW) _____ DLRS. and _____ CENTS	EA	12.00
	618	2034	CONDT (PVC) (SCHD 80) (2") _____ DLRS. and _____ CENTS	LF	9205.00
	618	2035	CONDT (PVC) (SCHD 80) (2") (BORE) _____ DLRS. and _____ CENTS	LF	640.00
	618	2044	CONDT (RM) (3 / 4") _____ DLRS. and _____ CENTS	LF	640.00
	620	2011	ELEC CONDR (NO. 8) BARE _____ DLRS. and _____ CENTS	LF	10395.00

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ALT.	ITEM NO.	DESC. CODE			
	620	2012	ELEC CONDR (NO. 8) INSULATED _____ DLRS. and _____ CENTS	LF	22250.00
	620	2016	ELEC CONDR (NO.12) INSULATED _____ DLRS. and _____ CENTS	LF	2280.00
	624	2014	GROUND BOX TY D (162922) W / APRON _____ DLRS. and _____ CENTS	EA	24.00
	628	2039	ELC SRV TY A 240 / 480 100 (SS) SS (E) GC (U) _____ DLRS. and _____ CENTS	EA	3.00
	636	2001	ALUMINUM SIGNS (TY A) _____ DLRS. and _____ CENTS	SF	94.00
	636	2002	ALUMINUM SIGNS (TY G) _____ DLRS. and _____ CENTS	SF	198.00
	636	2003	ALUMINUM SIGNS (TY O) _____ DLRS. and _____ CENTS	SF	2858.00
	644	2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T) _____ DLRS. and _____ CENTS	EA	14.00

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ALT.	ITEM NO.	DESC. CODE			
	644	2025	INS SM RD SN SUP & AM TY S80 (1) SA (T) _____ DLRS. and _____ CENTS	EA	7.00
	644	2060	REMOVE SM RD SN SUP & AM _____ DLRS. and _____ CENTS	EA	4.00
	647	2001	INSTALL LRSS (STRUCT STEEL) _____ DLRS. and _____ CENTS	LB	1064.00
	647	2003	REMOVE LRSA _____ DLRS. and _____ CENTS	EA	2.00
	650	2013	INS OH SN SUP (20 FT BAL TEE) _____ DLRS. and _____ CENTS	EA	1.00
	650	2015	INS OH SN SUP (20 FT BAL TEE) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	1.00
	650	2021	INS OH SN SUP (25 FT BAL TEE) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	2.00
	650	2085	INS OH SN SUP (80 FT BRDG) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	1.00

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ALT.	ITEM NO.	DESC. CODE			
	650	2100	INS OH SN SUP (95 FT BRDG) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	1.00
	650	2105	INS OH SN SUP (100 FT BRDG) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	1.00
	650	2110	INS OH SN SUP (105 FT BRDG) (SPAN ONLY) _____ DLRS. and _____ CENTS	EA	1.00
	650	2173	REMOVE OVERHD SIGN SUP _____ DLRS. and _____ CENTS	EA	2.00
	662	2064	WK ZN PAV MRK REMOV (W) 4" (BRK) _____ DLRS. and _____ CENTS	LF	550.00
	662	2067	WK ZN PAV MRK REMOV (W) 4" (SLD) _____ DLRS. and _____ CENTS	LF	2714.00
	662	2075	WK ZN PAV MRK REMOV (W) 8" (SLD) _____ DLRS. and _____ CENTS	LF	640.00
	662	2084	WK ZN PAV MRK REMOV (W) (ARROW) _____ DLRS. and _____ CENTS	EA	4.00

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ALT.	ITEM NO.	DESC. CODE			
	662	2094	WK ZN PAV MRK REMOV (W) (WORD) <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	EA	4.00
	662	2099	WK ZN PAV MRK REMOV (Y) 4" (SLD) <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	LF	2852.00
	666	2003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL) <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	LF	300.00
	666	2012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL) <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	LF	1166.00
	666	2111	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL) <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	LF	1166.00
	666	2189	PAVEMENT SEALER 4" <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	LF	2632.00
	672	2010	REFL PAV MRKR TY I - A <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	EA	16.00
	672	2017	REFL PAV MRKR TY II - C - R <hr style="width: 80%; margin-left: 0;"/> _____ DLRS. and _____ CENTS	EA	905.00

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ALT.	ITEM NO.	DESC. CODE			
	677	2001	ELIM EXT PAV MRK & MRKS (4") _____ DLRS. and _____ CENTS	LF	5516.00
	677	2002	ELIM EXT PAV MRK & MRKS (6") _____ DLRS. and _____ CENTS	LF	14839.00
	677	2003	ELIM EXT PAV MRK & MRKS (8") _____ DLRS. and _____ CENTS	LF	5572.00
	677	2007	ELIM EXT PAV MRK & MRKS (24") _____ DLRS. and _____ CENTS	LF	2385.00
	677	2008	ELIM EXT PAV MRK & MRKS (ARROW) _____ DLRS. and _____ CENTS	EA	1.00
	677	2018	ELIM EXT PAV MRK & MRKS (WORD) _____ DLRS. and _____ CENTS	EA	1.00
	677	2031	ELIM EXT PAV MRK & MRKS (7") _____ DLRS. and _____ CENTS	LF	1105.00
	678	2001	PAV SURF PREP FOR MRK (4") _____ DLRS. and _____ CENTS	LF	40507.00

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
 FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D, SECTION 9 and 10

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA	A U T H	U S E O N L Y
TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	678	2003	PAV SURF PREP FOR MRK (8") _____ DLRS. and CENTS	LF	7135.00
	678	2004	PAV SURF PREP FOR MRK (12") _____ DLRS. and CENTS	LF	2840.00
	678	2007	PAV SURF PREP FOR MRK (ARROW) _____ DLRS. and CENTS	EA	8.00
	678	2008	PAV SURF PREP FOR MRK (DBL ARROW) _____ DLRS. and CENTS	EA	2.00
	678	2018	PAV SURF PREP FOR MRK (WORD) _____ DLRS. and CENTS	EA	12.00
	678	2037	PAV SURF PREP FOR MRK (7") _____ DLRS. and CENTS	LF	4200.00
	5049	2001	BIODGRD EROSION CONTROL LOGS (8" DIA) _____ DLRS. and CENTS	LF	360.00
	5049	2003	BIODGRD EROSION CONTROL LOGS (12" DIA) _____ DLRS. and CENTS	LF	2254.00

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
 FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D, SECTION 9 and 10

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA	A U T H	U S E O N L Y
TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	6834	2001	PORTABLE CHANGEABLE MESSAGE SIGN <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	DAY	320.00
	6986	2002	PREFB PV MK W / WNTY TY B (W) (4") (SLD) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	18142.00
	6986	2003	PREFB PV MK W / WNTY TY B (W) 7" (BRK) CNTST <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	4200.00
	6986	2012	PREFB PV MK W / WNTY TY B (Y) (4") (SLD) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	19733.00
	6986	9001	PREFB PV MK W / WNTY TY B (W) (8") (SLD) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	7135.00
	6986	9002	PREFB PV MK W / WNTY TY B (W) (12") (SLD) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	2295.00
	6986	9004	PREFB PV MK W / WNTY TY B (Y) (12") (SLD) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	LF	323.00
	6986	9005	PREFB PV MK W / WNTY TY C (W) (ARROW) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> _____ DLRS. and _____ CENTS	EA	8.00

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
 FORT BEND GRAND PARKWAY (SH 99) – SEGMENT D, SECTION 9 and 10

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA		A U T H	U S E O N L Y
		TxDOT ITEM-CODE		UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE				
	6986	9006	PREFB PV MK W / WNTY TY C (W) (DBL ARROW) _____ DLRS. and _____ CENTS	EA	2.00	
	6986	9007	PREFB PV MK W / WNTY TY C (W) (WORD) _____ DLRS. and _____ CENTS	EA	12.00	
	6986	9008	PREFB PV MK W / WNTY TY B (W) (12") (LNDP) _____ DLRS. and _____ CENTS	LF	222.00	
	9200	2001	MEGAPIXEL ROBOTIC WEBCAMERA _____ DLRS. and _____ CENTS	EA	2.00	

	F001		FORCE ACCOUNT - LAW ENFORCEMENT _____ TEN THOUSAND DLRS. and _____ ZERO CENTS	LS	1.00
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AM 0717F FT. BEND GRAND PKWY. TRA SEGMENT D, SECT 9 BELLAIRE OVERPASS &

Williams Brothers Construction Company, Inc.

ADD INFO: SECT. 10 1093 OVERPASS

ESTIMATE: \$21.5 MILLION

ADDENDUM: 2

PREBID: 07/02/2012 9:30 AM 19875 S.W. FRWY. STE. 270 SUGAR LAND NOT MANDATORY!

BID DATE: 07/17/2012 11 AM 19875 S.W. FRWY. STE. 270 SUGAR LAND, TX.

ARCH/ENG: BROWN & GAY ENGINEERS, INC. 10777 WESTHEIMER, STE. 400

281 558-8700 FAX: 281 558-9701

GARY GEHBAUER/PE

PLANS: N/C @ CIVCASTUSA.COM

NOTES1: 5% BID SECURITY

NOTES2: PLANS ON FILE

Item No.	Item-code Desc Code	Bid Item Description	U/M	Approx. Quantities	Unit Bid Price	Amount	Item Seq. No.
100	2002	PREPARING ROW	STA	92.50	20,500.00	1,896,250.00	1
104	2001	REMOVING CONC (PAV)	SY	9,159.00	5.00	45,795.00	2
104	2021	REMOVING CONC (CURB)	SY	2,833.00	2.00	5,666.00	3
105	2018	REMOVING STAB BASE & ASPH PAV (7")	SY	10,656.00	2.00	21,312.00	4
110	2001	EXCAVATION (ROADWAY)	CY	41,131.00	6.00	246,786.00	5
132	2006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	144,097.00	4.00	576,388.00	6
132	2036	EMBANK (FINAL) (DC) (TY E) (CSBE)	CY	14,529.00	20.00	290,580.00	7
161	2017	COMPOST MANUF TOPSOIL (BIP) (4")	SY	105,946.00	0.50	52,973.00	8
162	2002	BLOCK SODDING	SY	6,540.00	2.50	16,350.00	9
162	2003	STRAW OR HAY MULCH	SY	217,427.00	0.20	43,485.40	10
164	2039	DRILL SEEDING (PERM) (URBAN) (CLAY)	SY	105,946.00	0.10	10,594.60	11
164	2051	DRILL SEEDING (TEMP) (WARM OR COOL)	SY	111,481.00	0.10	11,148.10	12
166	2001	FERTILIZER	AC	46.28	450.00	20,826.00	13
168	2001	VEGETATIVE WATERING	MG	5,553.00	10.00	55,530.00	14
260	2006	LIME TRT (EXST MATL) (6")	SY	46,646.00	1.00	46,646.00	15
260	2012	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	TON	664.00	150.00	99,600.00	16
276	2224	CEM TRT (PLNT MX) (CL N) (TY E) (GR 4) (6")	SY	53,761.00	4.00	215,044.00	17
292	2017	ASPHALT STAB ASE (GR 4) (PG 64)	TON	2,992.00	55.00	164,560.00	18
360	2005	CONC PVMT. (CONT REINF - CRCP) (12")	SY	49,856.00	20.00	997,120.00	19
368	2001	WIDE FLANGE PAVEMENT TERMINALS	LF	429.00	50.00	21,450.00	20
400	2005	CEM STABIL BKFL	CY	819.00	24.75	20,270.25	21
400	2016	CEMENT STAB BACKFILL (INLET OR MH)	CY	253.00	24.75	6,261.75	22
402	2001	TRENCH EXCAVATION PROTECTION	LF	1,664.00	1.10	1,830.40	23
403	2001	TEMPORARY SPL SHORING	SF	2,903.00	1.00	2,903.00	24
416	2001	DRILL SHAFT (18 IN)	LF	178.00	100.00	17,800.00	25
416	2004	DRILL SHAFT (36 IN)	LF	2,316.00	220.00	509,520.00	26
416	2008	DRILL SHAFT (60 IN)	LF	3,968.00	420.00	1,666,560.00	27
416	2015	DRILL SHAFT (NON-REINFORCED) (12 IN)	LF	35.00	47.00	1,645.00	28
416	2020	DRILL SHAFT (SIGN MTS) (36 IN)	LF	240.00	150.00	36,000.00	29
416	2021	DRILL SHAFT (SIGN MTS) (42 IN)	LF	472.00	200.00	94,400.00	30
416	2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	192.00	114.00	21,888.00	31
420	2003	CL C CONC (ABUT)	CY	269.20	700.00	188,440.00	32
420	2004	CL C CONC (BENT)	CY	2,031.80	600.00	1,219,080.00	33
420	2010	CL C CONC (SIGN COLUMN)	CY	284.50	1,500.00	426,750.00	34
420	2019	CL C CONC (GAP)	CY	110.40	600.00	66,240.00	35
420	2039	CL D CONC (MISC)	CY	7.60	1,200.00	9,120.00	36
420	2051	CL C CONC (COLUMN)	CY	84.60	600.00	50,760.00	37
420	2104	CL A CONC (FLUME)	CY	15.90	350.00	5,565.00	38
420	2117	CL C CONC (SIGN FOOTING)	CY	103.20	250.00	25,800.00	39
422	2001	REINF CONC SLAB	SF	172,717.00	5.00	863,585.00	40
423	2004	RETAINING WALL (MSE) (FRAC FIN)	SF	95,331.00	30.00	2,859,930.00	41
425	2068	PRESTR CONC GIRDER (TX54)	LF	22,573.65	85.00	1,918,760.25	42
428	2001	CONC SURF TREAT (CLASS I)	SY	20,354.00	0.50	10,177.00	43
432	2050	RIP-RAP (CONC) (CL B)(5 IN)	CY	24.00	350.00	8,400.00	44
432	2066	RIP-RAP (CONC) (CL B)	CY	11.00	350.00	3,850.00	45
432	2084	RIP-RAP (CONC) (CL B) (4")	CY	490.00	350.00	171,500.00	46
432	2087	RIP-RAP (CONC) (5 IN) (STAMPED)	CY	213.00	650.00	138,450.00	47
442	2048	STRUCTURAL STEEL (MISC NON-BRIDGE)	LB	1,254.00	3.00	3,762.00	48
450	2013	RAIL (TY SSTR)	LF	13,123.80	30.00	393,714.00	49
450	2109	RAIL (TY SSTR) W/DRAIN SLOTS	LF	2,480.10	35.00	86,803.50	50
454	2001	SEALED EXPANSION JOINT (4 IN) (SEJ-A)	LF	668.00	100.00	66,800.00	51
464	2003	RC PIPE (CL III) (18 IN)	LF	22.00	75.10	1,652.20	52
464	2005	RC PIPE (CL III) (24 IN)	LF	1,594.00	58.65	93,488.10	53
464	2009	RC PIPE (CL III) (36 IN)	LF	34.00	107.05	3,639.70	54

464	2013	RC PIPE (CL III) (60 IN)	LF	14.00	247.40	3,463.60	55
465	2005	MANH (COMPL) (TY M)	EA	2.00	2,028.00	4,056.00	56
465	2010	INLET (COMPL) (TY AAD)	EA	3.00	2,339.00	7,017.00	57
465	2011	INLET (COMPL) (TY AD)	EA	9.00	3,230.00	29,070.00	58
465	2098	INLET (COMPL) (TY C1)	EA	2.00	2,905.00	5,810.00	59
465	2180	INLET (COMPL) (TY AZR) 2 GRATES	EA	6.00	6,115.00	36,690.00	60
465	2229	INLET EXT (TY C1)	EA	2.00	552.00	1,104.00	61
465	2484	INELT (COMPL) (TY AAD) (MOD)	EA	2.00	4,230.00	8,460.00	62
465	9001	INELT (COMPL) (CONVERT EXIST MANH)	EA	2.00	1,824.00	3,648.00	63
467	2236	SET (TY II) (24 IN) (RCP) (6:1) (C)	EA	2.00	1,037.00	2,074.00	64
471	2007	GRATE AND FRAME (BRIDGE DRAIN)	EA	2.00	4,000.00	8,000.00	65
479	2003	ADJ MANHS & INLETS	EA	1.00	1,221.00	1,221.00	66
481	2012	PVC PIPE (SCH 40) (6 IN)	LF	120.00	45.00	5,400.00	67
496	2002	REMOV STR (INLET)	EA	6.00	242.00	1,452.00	68
496	2007	REMOV STR (PIPE)	LF	22.00	24.00	528.00	69
500	2001	MOBILIZATION	LS	1.00	2,011,000.00	2,011,000.00	70
502	2001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	16.00	5,000.00	80,000.00	71
506	2002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	292.00	23.00	6,716.00	72
506	2009	ROCK FILTER DAMS (REMOVE)	LF	292.00	7.00	2,044.00	73
506	2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	646.00	23.00	14,858.00	74
506	2019	CONSTRUCTION EXITS (REMOVE)	SY	646.00	7.00	4,522.00	75
506	2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	11,491.00	2.44	28,038.04	76
512	2058	PORT CTB (FUR & INST) (SNGL SLP) (TY J-J)	LF	8,850.00	5.00	44,250.00	77
512	2062	PORT CTB (REMOVE) (SNGL SLP) (TY J-J)	LF	8,730.00	4.00	34,920.00	78
529	2002	CONC CURB (TY II)	LF	948.00	5.00	4,740.00	79
529	2007	CONC CURB (DOWEL)	LF	566.00	10.00	5,660.00	80
529	2070	CONCRETE CURB (TYPE U - TURN) (SPECIAL)	LF	415.00	40.00	16,600.00	81
540	2001	MTL W-BEAM GD FEN (TIM POST)	LF	525.00	15.75	8,268.75	82
540	2011	MTL BEAM GD FEN TRANS (THRIE - BEAM)	EA	6.00	1,400.00	8,400.00	83
540	2044	DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION	EA	3.00	995.00	2,985.00	84
544	2006	GDRAIL END TRT (INST)(WOOD POST)(TY III)	EA	9.00	2,235.00	20,115.00	85
545	2001	CRASH CUSH ATTEN (INSTL)	EA	3.00	9,125.00	27,375.00	86
545	2003	CRASH CUSH ATTEN (REMOVE)	EA	3.00	750.00	2,250.00	87
545	2022	CRASH CUSH ATTEN (INSTL) (REACT) (N)	EA	3.00	16,900.00	50,700.00	88
556	2006	PIPE UNDERDRAINS (TY 6) (6")	LF	72.00	36.15	2,602.80	89
610	2025	INS RD IL AM (TY SA) 40T - 8 (.25 KW) S	EA	14.00	2,800.00	39,200.00	90
610	2042	INS RD IL AM (TY SA) 50T - 8 (.4 KW) S	EA	8.00	3,400.00	27,200.00	91
610	2059	INS RD IL AM (U / P) (TY IF) (.15 KW)	EA	12.00	1,400.00	16,800.00	92
618	2034	CONDT (PVC) (SCHD 80) (2")	LF	9,205.00	4.90	45,104.50	93
618	2035	CONDT (PVC) (SCHD 80) (2") BORE	LF	640.00	10.50	6,720.00	94
618	2044	CONDT (RM) (3 / 4")	LF	640.00	6.00	3,840.00	95
620	2011	ELEC CONDR (NO. 8) BARE	LF	10,395.00	0.84	8,731.80	96
620	2012	ELEC CONDR (NO. 8) INSULATED	LF	22,250.00	0.90	20,025.00	97
620	2016	ELEC CONDR (NO. 12) INSULATED	LF	2,280.00	0.31	706.80	98
624	2014	GROUND BOX TY D (162922) W/APRON	EA	24.00	580.00	13,920.00	99
628	2039	ELC SRV TY A 240 / 480 100 (SS) SS (E) GC (U)	EA	3.00	4,700.00	14,100.00	100
636	2001	ALUMINUM SIGNS (TY A)	SF	94.00	19.00	1,786.00	101
636	2002	ALUMINUM SIGNS (TY G)	SF	198.00	26.00	5,148.00	102
636	2003	ALUMINUM SIGNS (TY O)	SF	2,858.00	16.00	45,728.00	103
644	2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	14.00	765.00	10,710.00	104
644	2025	INS SM RD SN SUP & AM TY S80 (1) SA (T)	EA	7.00	780.00	5,460.00	105
644	2060	REMOVE SM RD SN SUP & AM	EA	4.00	40.00	160.00	106
647	2001	INSTALL LRSS (STRUCT STEEL)	LB	1,064.00	4.50	4,788.00	107
647	2003	REMOVE LRSA	EA	2.00	370.00	740.00	108
650	2013	INS OH SN SUP (20 FT BAL TEE)	EA	1.00	23,000.00	23,000.00	109
650	2015	INS OH SN SUP (20 FT BAL TEE) SPAN ONLY)	EA	1.00	8,000.00	8,000.00	110
650	2021	INS OH SN SUP (25 FT BAL TEE) (SPAN ONLY)	EA	2.00	13,600.00	27,200.00	111
650	2085	INS OH SN SUP (80 FT BRDG) (SPAN ONLY)	EA	1.00	27,000.00	27,000.00	112
650	2100	INS OH SN SUP (95 FT BRDG) (SPAN ONLY)	EA	1.00	36,700.00	36,700.00	113
650	2105	INS OH SN SUP (100 FT BRDG) (SPAN ONLY)	EA	1.00	39,700.00	39,700.00	114
650	2110	INS OH SN SUP (105 FT BRDG) (SPAN ONLY)	EA	1.00	42,800.00	42,800.00	115
650	2173	REMOVE OVERHD SIGN SUP	EA	2.00	2,200.00	4,400.00	116
662	2064	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	550.00	0.97	533.50	117
662	2067	WK ZN PAV MRK REMOV (W) 4"(SLD)	LF	2,714.00	0.75	2,035.50	118
662	2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	640.00	1.20	768.00	119
662	2084	WK ZN PAV MRK REMOV (W) (ARROW)	EA	4.00	175.00	700.00	120
662	2094	WK ZN PAV MRK REMOV (W) (WORD)	EA	4.00	240.00	960.00	121

662	2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	2,852.00	0.75	2,139.00	122
666	2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	LF	300.00	0.84	252.00	123
666	2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	1,166.00	0.73	851.18	124
666	2111	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	1,166.00	0.73	851.18	125
666	2189	PAVEMENT SEALER 4"	LF	2,632.00	0.04	105.28	126
672	2010	REFL PAV MRKR TY I-A	EA	16.00	3.25	52.00	127
672	2017	REFL PAV MRKR TY II-C-R	EA	905.00	2.70	2,443.50	128
677	2001	ELIM EXT PAV MRK & MRKS (4")	LF	5,516.00	0.16	882.56	129
677	2002	ELIM EXT PAV MRK & MRKS (6")	LF	14,839.00	0.20	2,967.80	130
677	2003	ELIM ET PAV MRK & MRKS (8")	LF	5,572.00	0.30	1,671.60	131
677	2007	ELIM EXT PAV MRK & MRKS (24")	LF	2,385.00	0.45	1,073.25	132
677	2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	1.00	10.00	10.00	133
677	2018	ELIM EXT PAV MRK & MRKS (WORD)	EA	1.00	10.00	10.00	134
677	2031	ELIM EXT PAV MRK & MRKS (7")	LF	1,105.00	0.30	331.50	135
678	2001	PAV SURF PREP FOR MRK (4")	LF	40,507.00	0.03	1,215.21	136
678	2003	PAV SURF PREP FOR MRK (8")	LF	7,135.00	0.05	356.75	137
678	2004	PAV SURF PREP FOR MRK (12")	LF	2,840.00	0.06	170.40	138
678	2007	PAV SURF PREP FOR MRK (ARROW)	EA	8.00	8.00	64.00	139
678	2008	PAV SURF PREP FOR MRK (DBL ARROW)	EA	2.00	10.00	20.00	140
678	2018	PAV SURF PREP FOR MRK (WORD)	EA	12.00	8.00	96.00	141
678	2037	PAV SURF PREP FOR MRK (7")	LF	4,200.00	0.05	210.00	142
5049	2001	BIODGRD EROSION CONTROL LOGS (8" DIA)	LF	360.00	6.76	2,433.60	143
5049	2003	BIODGRD EROSION CONTROL LOGS (12" DIA)	LF	2,254.00	6.76	15,237.04	144
6834	2001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	320.00	20.00	6,400.00	145
6986	2002	PREFB PV MK WWNTY TY B (W) (4") (SLD)	LF	18,142.00	2.54	46,080.68	146
6986	2003	PREFB PV MK WWNTY TY B (W) (7") (BRK) CNTST	LF	4,200.00	4.73	19,866.00	147
6986	2012	PREFB PV MK WWNTY TY B (Y) (4") (SLD)	LF	19,733.00	2.54	50,121.82	148
6986	9001	PREFB PV MK WWNTY TY B (W) (8") (SLD)	LF	7,135.00	4.78	34,105.30	149
6986	9002	PREFB PV MK WWNTY TY B (W) (12") (SLD)	LF	2,295.00	7.48	17,166.60	150
6986	9004	PREFB PV MK WWNTY TY B (Y) (12") (SLD)	LF	323.00	7.58	2,448.34	151
6986	9005	PREFB PV MK WWNTY TY C (W) (ARROW)	EA	8.00	150.00	1,200.00	152
6986	9006	PREFB PV MK WWNTY TY C (W) (DBL ARROW)	EA	2.00	229.00	458.00	153
6986	9007	PREFB PV MK WWNTY TY C (W) (WORD)	EA	12.00	212.00	2,544.00	154
6986	9008	PREFB PV MK WWNTY TY B (W) (12") (LNDP)	LF	222.00	7.75	1,720.50	155
9200	2001	MEGAPIXEL ROBOTIC WEBCAMERA	EA	2.00	33,500.00	67,000.00	156
F001		FORCE ACCOUNT - LAW ENFORCEMENT	LS	1.00	10,000.00	10,000.00	157

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Total Bid Amount 19,104,707.63

Williams Brothers Construction Company, Inc. certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. Williams Brothers Construction Company, Inc. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.


Signed: Randy T Rogers
Title: VICIA PRESIDENT
Date: 7-17-12

Highway Fort Bend Grand Parkway Toll Road
SH 99, Segment D (Section 9 and 10)
County Fort Bend

The enclosed Texas Department of Transportation Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision, as being applicable to this project(s).

NOTE: For the purpose of constructing this Proposal and the attached form of Contract, the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, as adopted by the Texas Department of Transportation on June 1, 2004, hereinafter referred to are approved and incorporated herein by reference for all purposes by the Fort Bend Grand Parkway Toll Road Authority as official specifications, together with and to be modified by the Special Provisions and Special Specifications as are listed herein.




Brown & Gay Engineers, Inc.
Program Manager

Date: 7-5-2012

Design Section: 9 and 10

County: Fort Bend

Highway: Fort Bend Grand Parkway Toll Road (SH 99)

GENERAL NOTES:

General:

Provide a rain gauge and thermometer on the project site for Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) use. Materials and location of placement will be as approved by the Engineer. This work is subsidiary to the various bid items.

If fixed features require, the governing slopes shown may vary between the limits shown and to the extent determined by the Engineer.

Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.

The following standard detail sheets are modified:

Modified Standards

Flume Details - FD

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.7 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

Grade street intersections and median openings for surface drainage.

If a foundation is to be placed where a riprap surface or an asphalt concrete surface presently exists, use caution in breaking out the existing surface for placement. Break out no greater area than is required to place the foundation. After placing the foundation, wrap the periphery with 0.5 in. pre-molded mastic expansion joint. Then replace the remaining portion of the broken out surface with Class A or Class C concrete or cold mix asphalt concrete to the exact slope, pattern, and thickness of the existing riprap or asphalt. Payment for breaking out the existing surface, wrapping the foundation, and replacing the surface is subsidiary to the various bid items.

The lengths of the posts for ground mounted signs and the tower legs for the overhead sign supports are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.

Furnish aluminum Type A signs instead of plywood signs for signs shown on the Summary of Small Signs sheet.

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Stencil the National Bridge Inventory (NBI) number on each existing bridge shown on these plans. The NBI number is shown above the title block for each bridge layout.

Clearly mark or highlight on the shop drawings, the items being furnished for this project. Submit required shop drawings in accordance with the shop drawing distribution list shown in the note for Item 5 for review and distribution.

Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.

Procure permits and licenses, which are to be issued by the City, County, or Municipal Utility District.

General: Roadway Illumination and Electrical

For roadway illumination and electrical items, use materials from pre-qualified producers as shown on the Construction Division (CST) of the Department's material producers list. Check the latest link on the TxDOT website for this list. The category/item is "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials found on this list.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

The Contractor may make the electrical grounding connections and permissible splices using the thermal fusion process, Cadweld, Thermaweld or approved equal, instead of bolted connections and splices.

The Engineer will arrange with the Contractor, an inspection of the completed electrical systems for the highway lighting systems before final acceptance for compliance with plans and specifications. Portions of the work found to be deficient during this inspection will not be accepted.

General: Traffic Signals

For traffic signal items, use materials from pre-qualified producers as shown on the General Services Division (GSD) of the Department's material producers list. Check the latest links on the TxDOT website for this list, including (but not limited to): http://www.txdot.gov/txdot_library/consultants_contractors/publications/purchasing_specifications.htm under "Supplemental Specifications and Attachments." No substitutions will be allowed for materials found on this list.

General: Site Management

Mark stations every 100 ft. and maintain the markings for the project duration. Remove the station markings at the completion of the project. This work is subsidiary to the various bid items.

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Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.

Control the dust caused by construction operations. For sweeping the base material in preparation for laying asphalt and for sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type
Wayne Series 900
Elgin White Wing
Elgin Pelican

Truck Type - 4 Wheel
M-B Cruiser II
Wayne Model 945
Mobile TE-3
Mobile TE-4
Murphy 4042

General: Traffic Control and Construction

Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.

Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.

This project requires extensive grading operations in an environmentally sensitive area.

If relocating mailboxes, place them with the post firmly in the ground at nearby locations. Upon completing the project, the Engineer will locate the final mailbox placement. Perform this work in accordance with the requirements of the Item, "Mailbox Assemblies", except for measurement and payment. This work is subsidiary to the various bid items.

If fences cross construction easements shown on the plans and work is required beyond the fences, remove and replace the fences as directed. This work and the materials are subsidiary to the various bid items.

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

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General: Utilities

Consider the locations of underground utilities depicted in the plans as approximate and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.

If the Contractor damages or cause damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

Notify the Engineer at least 48 hours before constructing junction boxes at storm drain and utility intersections.

Install or remove poles and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the FBGPTRA.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

Item 5: Control of the Work

Before contract letting, electronically generated earthwork cross-section data will be furnished free of charge to the prospective bidders on a compact high-density disk, in an ASCII print format. This will be available through the Association of General Contractors bulletin board service or through the Engineer's office. If the earthwork data is not available electronically, reproducible earthwork cross sections are available at the Engineer's office for borrowing by copying service companies for the purpose of making copies for the prospective bidders, at the prospective bidder's expense. The earthwork cross-section data provided above is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the enclosed data with the appropriate plans, specifications, and estimates for the projects.

Submit shop drawings electronically for the fabrication of items as documented in Table 1 below. References to 11 in. x 17 in. sheets in individual specifications for structural items imply electronic CAD sheets.

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Table 1
2004 Construction Specification Required Shop/Working Drawing Submittals

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/Fabricator P.E. Seal Required
7.8	Construction Load Analyses	Y	Y	Y
400	Excavation and Backfill for Structures (cofferdams)	Y	N	Y
403	Temporary Special Shoring	Y	N	Y
420	Formwork/Falsework	Y	N	Y
423	Retaining Walls, (calcs req'd.)	Y	Y	Y
425	Optional Design Calculations (Prstrs Bms)	Y	Y	Y
425	Prestr Concr Sheet Piling	Y	Y	N
425	Prestr Concr Beams	Y	Y	N
425	Prestr Concr Bent	Y	Y	N
426	Post Tension Details	Y	Y	N
434	Elastomeric Bearing Pads (All)	Y	Y	N
441	Bridge Protective Assembly	Y	Y	N
441	Misc Steel (various steel assemblies)	Y	Y	N
441	Steel Pedestals (bridge raising)	Y	Y	N
441	Steel Bearings	Y	Y	N
441	Steel Bent	Y	Y	N
441	Steel Diaphragms	Y	Y	N
441	Steel Finger Joint	Y	Y	N
441	Steel Plate Girder	Y	Y	N
441	Steel Tub-Girders	Y	Y	N
441	Erection Plans	Y	N	Y
449	Sign-Structure Anchor Bolts	Y	Y	N
450	Railing	Y	Y	N
462	Concrete Box Culvert	Y	Y	N
462	Concrete Box Culvert (Alternate Designs Only,calcs reqd.)	Y	Y	Y
464	Reinforced Concrete Pipe (Jack and Bore only; ONLY when requested)	Y	Y	Y
465	Pre-cast Junction Boxes, Grates, and Inlets	Y	Y	N
465	Pre-cast Junction Boxes, Grates, and Inlets (Alternate Designs Only, calcs req'd.)	Y	Y	Y
466	Pre-cast Headwalls and Wingwalls	Y	Y	N
467	Pre-cast Safety End Treatments	Y	Y	N
495	Raising Existing Structure (calcs reqd.)	Y	Y	Y
610	Roadway Illumination Supports (Non-Standard only, calcs reqd.)	Y	Y	Y
613	High Mast Illumination Poles (Non-standard only, calcs reqd.)	Y	Y	Y
627	Treated Timber Poles	Y	Y	N
644	Special Non-Standard Supports (Bridge Mounts, Barrier Mounts, Etc.)	Y	Y	Y
647	Large Roadside Sign Supports	Y	Y	Y
650	Cantilever Sign Structure Supports - Alternate Design Cals.	Y	Y	Y
650	Sign Structures	Y	Y	N
652	Highway Sign Lighting Fixtures	Y	Y	N
654	Sign Walkways	Y	Y	N
680	Installation of Highway Traffic Signals	Y	Y	N
682	Vehicle and Pedestrian Signal Heads	Y	Y	N

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684	Traffic Signal Cables	Y	Y	N
685	Roadside Flashing Beacon Assemblies	Y	Y	N
686	Traffic Signal Pole Assemblies (Steel) (Non-Standard only)	Y	Y	Y
687	Pedestal Pole Assemblies	Y	Y	N
688	Detectors	Y	Y	N
784	Repairing Steel Bridge Members	Y	Y	Y
SS	Prestr Concr Crown Span	Y	Y	N
SS	Sound Barrier Walls	Y	Y	N
SS	Camera Poles	Y	Y	Y
SS	Pedestrian Bridge (Calcs req'd.)	Y	Y	Y
SS	Screw-In Type Anchor Foundations	Y	Y	N
SS	Fiber Optic/Communication Cable	Y	Y	N
SS	Spread Spectrum Radios for Signals	Y	Y	N
SS	VIVDS System for Signals	Y	Y	N
SS	CTMS Equipment	Y	Y	N

Item 7: Legal Relations and Responsibilities

Do not initiate activities in a Project Specific Location (PSL), associated with a U.S. Army Corps of Engineers (USACE) permit area, that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include those pertaining to, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The permit area includes the waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Assume responsibility for consultations with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Engineer with a copy of consultations or approvals from the USACE before initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or if proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The Contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of their determinations for review by the Engineer or any regulatory agency.

Document and coordinate with the USACE, if required, before hauling any excavation from or hauling any embankment to a USACE permit area by either 1 or 2 below:

1. Restricted Use of Materials for the Previously Evaluated Permit Areas.

Document both the Project Specific Locations (PSL) and their authorization. Maintain copies for review by the Department or any regulatory agency. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:

- a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in the Item, "Excavation" is used for permanent or temporary fill (under the Item, "Embankment") within a USACE permit area.

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- b. Suitable embankment (under the Item, "Embankment") from within the USACE permit area is used as fill within a USACE evaluated area.
- c. Unsuitable excavation or excess excavation, "Waste" (under the Item, "Excavation"), that is disposed of at a location approved within a USACE evaluated area.

2. Contractor Materials from Areas Other than Previously Evaluated Areas.

Provide the Department with a copy of USACE coordination or approvals before initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

- a. The Item, "Embankment" used for temporary or permanent fill within a USACE permit area.
- b. Unsuitable excavation or excess excavation, "Waste" (under the Item, "Excavation"), that is disposed of outside a USACE evaluated area.

The total area disturbed for this project is 40.13 acres. The disturbed area in this project, the project locations in the Contract, and Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges.

The Contractor will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer (to the appropriate MS4 operator when on an off-state system route) and to the local government that operates a separate storm drain system.

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the FBGPTRA for approval. Once the permit application is approved, the FBGPTRA will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the FBGPTRA.

Maintain the roadway slope stability. Maintaining slope stability is subsidiary to the various bid items.

The nesting / breeding season for migratory birds is March 1 through August 30.

Conduct any tree removal outside of the migratory bird nesting season. If this is not possible due to scheduling, then exercise caution to remove only those trees with no active nests. Do not destroy nests on structures or in trees within the project limits during the nesting / breeding season.

Take measures to prevent the building of nests on any structures or trees within the project limits throughout the duration of the construction if work / removal will be performed during the

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nesting / breeding season. This can be accomplished by application of bird repellent gel, netting by hand every 3 to 4 days, or any other non-threatening method approved by the Engineer. Obtain this approval well in advance of the planned use. The cost of this work is subsidiary to the various bid items.

Item 8: Prosecution and Progress

No lane closures are allowed the day before, during, and day after the seven National Holidays unless otherwise approved by the Engineer.

The Contractor must achieve Substantial Completion within 422 calendar days. Substantial completion is considered to be completion, in the opinion of the Engineer, of all required permanent and temporary construction, striping, safety devices, signage and incidentals in order to open all lanes of traffic.

The Contractor must achieve Final Completion no more than 35 calendar days after the date of Substantial Completion.

Item 100: Preparing Right of Way

Clean existing ditches under fill sections of undesirable materials including grass, muck, and trash. Perform this work in accordance with the Construction section of the Item, "Preparing Right of Way." This work is subsidiary to this bid Item.

The Item, "Preparing Right of Way" will be measured for payment only in those designated areas shown on the plans. Preparing right of way necessary to perform construction that is outside designated areas is subsidiary to this bid Item.

Remove abandoned utilities that are in conflict with the new utilities, at no expense to the FBGPTRA.

Remove and assume ownership of the existing ground mounted signs within the limits of roadway construction unless otherwise noted or directed. This work is subsidiary to the Item, "Preparing Right of Way."

Item 104: Removing Concrete

Removing concrete curb is paid as a separate bid item if the existing pavement on which it rests is not removed at the same time.

Item 105: Removing Stabilized Base and Asphalt Pavement

Removing curb on cement-stabilized base or on cement treatment being removed at the same time is subsidiary to this bid Item.

Item 104: Removing Concrete

Item 105: Removing Stabilized Base and Asphalt Pavement

Removing the concrete pavement material is paid under the Item, "Removing Concrete."

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Removing the base material is paid under the Item, "Removing Stabilized Base and Asphalt Pavement."

Item 110: Excavation

If manipulating the excavated material requires moving the same material more than once to accomplish the desired results, the excavation is measured and paid for only once regardless of the manipulation required.

Transition the ditch grades and channel bottom widths at structure locations. Use only approved channel excavation in the embankment.

Item 132: Embankment

If salvaged base is used for the embankment material, break it into small pieces to achieve the required density and to facilitate placing in the embankment. Obtain approval of the material before placing in the embankment.

Furnish Type C material with a maximum Liquid Limit (LL) of 65, a minimum Plasticity Index (PI) of 5, and composed of suitable earth material such as loam, clay, or other materials that form a suitable embankment.

The embankment material used on the project which has a Liquid Limit exceeding 45 will be tested for Liquid Limits at the rate of one test per 20,000 cu. yd. or per total quantity less than 20,000 cu. yd., unless otherwise directed. Only use material that passes the above tests.

Provide a finished grade with the top 4 in. capable of sustaining vegetation. Use fertile soil that is easily cultivated, free from objectionable material and highly resistant to erosion.

Item 161: Compost

Item 162: Sodding for Erosion Control

Item 164: Seeding for Erosion Control

Item 166: Fertilizer

Item 168: Vegetative Watering

Refer to the "Fertilizer, Seed, Sod, Straw, Compost, and Water" standard sheet for material specifications, application rates, and for watering requirements.

Item 204: Sprinkling

Perform subsidiary sprinkling as required under various other items in accordance with the Item, "Sprinkling."

Sprinkling for dust control is subsidiary to the various bid items.

Item 260: Lime Treatment (Road-Mixed)

For slurry placing, before discharging through the distributors, sufficiently agitate or mix the lime and water to place the lime in suspension and to obtain a uniform mixture.

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The Engineer will observe the lime treatment that the Contractor elects to open to construction traffic immediately after compaction. If the construction traffic damages the subgrade, route the traffic off the damaged section in accordance with the standard specification. If the construction traffic does not damage the subgrade, cure the subgrade until other courses of material cover it. Apply these courses within 14 days with a maximum curing period of 7 days.

Place the hydrated and the commercial lime as a water suspension or slurry according to the slurry placing method shown in Section 260.4.C.2, "Slurry Placement."

Use the type of lime at particular locations as directed.

Place the quicklime dry or as a slurry.

For the dry quicklime, a spreader box is not required if the lime material is evenly distributed.

In limited areas, the Contractor may construct the lime slurry subgrade under a sequence of work in which the application, mixing, and compaction are completed in the same working day, if approved by the Engineer.

Provide documentation from certified public scales showing gross, tare, and net weights. Provide producer's delivery tickets also showing gross, tare, and net weights. Completely empty the lime trailers at the project site. The Engineer may direct the Contractor to reweigh any shipment of lime on certified scales. The cost of this operation is subsidiary to the Item, "Lime Treatment (Road-Mixed)."

The percentage of lime shown on the plans is estimated on the basis of engineering tests. If soil tests made during construction indicate properties different than those originally anticipated, the Engineer may vary the percentage of the lime to provide soil characteristics similar to those of the preliminary tests.

Mix the lime with the new base material in an approved pugmill type stationary mixer.

Item 276: Cement Treatment (Plant-Mixed)

Before placing the new base, wet and coat the vertical construction joints between the new base and the previously placed base with dry cement.

If the total thickness of the cement treatment is greater than 8 in., compact it in multiple lifts in accordance with Section 276.4.C, "Compaction." Place the courses in the same working day unless otherwise approved.

If using a 100 percent crushed stone aggregate for the proposed base or other aggregate, it must contain 4.5 percent cement based on the dry weight of the aggregate. There is no minimum compressive strength requirement for this Item.

The requirement for core drilling to determine the thickness of cement treatment is waived if using less than 500 sq. yd. at one location.

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For widening the existing pavement, the Engineer may waive the requirements for preparing the subgrade by scarifying and compacting if the as-cut subgrade can be maintained to the density of the natural ground and to a uniform consistency when placing the base course. Keep the subgrade wet.

Compact in accordance with the standard specifications and complete the finishing operations within a period of 5 hours after adding the cement to the base material.

Cure the final course of cement treatment using an asphalt distributor that distributes the approved curing material and water mixture material at a rate of 0.25 gallons per square-yard evenly and smoothly or as recommended by the manufacturer at the recommended dilution rate, under a pressure necessary for proper distribution. Provide a curing material meeting the requirements of the Item, "Asphalts, Oils, and Emulsions" for curing the cement treatment. Use the following materials for curing the courses of cement treatment:

Curing Material	Application
Water	All courses, except final course
PCE	Final course

Continue curing until placing another course or opening the finished section to traffic.

Spread the material so that the layers of base are uniform in depth and in loose density before compacting.

Type E material consists of Type A material, crushed concrete (except under flexible pavement), or Reclaimed Asphalt Pavement (RAP) meeting the requirements of the Item, "Flexible Base." If approved, the 20 percent maximum RAP limitation may be waived.

Unless otherwise directed, place the next pavement layer within 7 working days of placing the base.

If using crushed stone for the Type E material under this Item, ensure it meets the requirements for the Item, "Flexible Base," Type A, Grade 1. Texas Test Method TEX-117-E is not required for this Item.

If using Recycled Type E cement treatment under proposed flexible pavement, produce it using the existing base salvaged from within this project or from other approved projects and salvaged asphalt concrete pavement. Do not use crushed concrete under flexible pavement.

If using Recycled Type E cement treatment under proposed concrete pavement, produce it using the existing base salvaged from within this project or from other approved projects, salvaged asphalt concrete pavement, or crushed concrete. If using crushed concrete as an aggregate, meet the requirements of Grade 3.

If using salvaged existing base and asphalt concrete pavement as described above, size it so that all the material, except the existing individual aggregate, passes the 2-in. sieve and is of a gradation that allows satisfactory compaction. Provide salvaged material that does not contain deleterious material such as clay or organic material. Provide material passing the No. 40 sieve,

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defined as soil binder, with a maximum Plasticity Index of 10 and a maximum Liquid Limit of 35 when tested in accordance with test method TEX-106-E.

Item 292: Asphalt Treatment (Plant-Mixed)

If using the iron ore topsoil as the primary aggregate, meaning 80 percent or more by weight of the total mixture, the requirements for the water susceptibility test are waived.

Mixtures containing the iron ore topsoil are exempted from test methods TEX-217-F (Part I, separation of deleterious material and Part II, decantation test for coarse aggregate) and TEX-203-F (Sand Equivalent Test).

Assume responsibility for proportioning the materials entering the asphalt mixture, regardless of the type of plant used.

Furnish the mix designs for approval.

Meet the following grading requirements:

Sieve Size	Percent Passing Grade 4 (Bondbreaker)
1-3/4 in.	-
1 in.	-
1/2 in.	100
No. 4	30 - 70
No. 40	15 - 45

Physical requirements are as follows:

- Maximum Plasticity Index (PI) = 8
- Maximum Liquid Limit (LL) = 35
- Maximum Wet Ball Mill = 50 (crushed stone)
- Maximum LA Abrasion = 50 (iron ore)

If blending the materials, perform the Wet Ball Mill test for the composite aggregate.

Form the asphalt material from 3.5 to 7 percent of the mixture by weight.

For nominal aggregate size less than 0.5 in., design the mix in accordance with test method TEX 204-F. The minimum stability is 30 percent with a laboratory molded density of 96 percent plus or minus 1.5 percent.

If the layer thickness after placing is 1.25 in. or less, the bondbreaker is exempt from the in-place density control described in Section 292.4.E, "Compaction."

Item 360: Concrete Pavement

Where the pavement curb is left off for a later tie, provide the dowels or the tie bars as indicated on the paving detail sheets. The dowel bars and tie bars are subsidiary to the various bid items.

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Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before that area receives permanent pavement markings and opens to traffic. Perform repairs that are structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. Do not repair by grouting onto the surface.

On pavement widening, hand finishing in place of the longitudinal float will be permitted.

Where existing pavement is widened with new pavement, place the new pavement a minimum of 2 ft. wide.

Equip the batching plants to proportion by weight, aggregates and bulk cement, using approved proportioning devices and approved automatic scales.

For mono curb, the curb height transitions will be paid at the contract unit price of the larger curb height in the transition. The 2.5-in. laydown curbs for driveways will be paid at the unit price bid for the Item, "Mono Curb (6 in.)."

High-early strength cement may be used for frontage road and city street intersection construction.

Do not use limestone dust of fracture as fine aggregate.

If the concrete design requires greater than 5.5 sacks of cementitious material per cubic yard, obtain written approval. If placing concrete pavement mixes from April 1 to October 31, inclusive, use a minimum of 25 percent by weight of Class F Fly Ash.

The pay limits for concrete pavements with traffic rails extends to the outside edge or back of the traffic rail.

Perform saw cutting as shown on the plans in accordance with Section 360.4.J, "Sawing Joints." This saw cutting is subsidiary to this bid Item.

Use coarse aggregate to produce concrete with a Coefficient of Thermal Expansion (CTE) of less than 5.0×10^{-6} in/in/°F. Before construction, submit test specimens to the Engineer for aggregate acceptance. Provide samples or test specimens as directed. The Engineer will perform the testing. Test results are final. Testing is required for naturally occurring aggregates.

Items 360, 420, and 421: All Concrete Items

The approach pavement is paid for under the Item, "Concrete Pavement."

Item 400: Excavation and Backfill for Structures

Plugging existing pipe culverts is subsidiary to the various bid items.

If Recycled Cement Treatment (Type D) is included in the plans, the following additional requirements apply:

1. Use only approved sand, crushed concrete, or salvaged base free from deleterious matter, as aggregate for cement-stabilized backfill

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2. Provide crushed concrete or salvaged base backfill material in accordance with the Item, "Cement Treatment (Plant-Mixed)(Type D)" (base or crushed concrete), except the recycled Type D material must not contain Reclaimed Asphalt Pavement (RAP).
3. For backfill material below the spring line of pipes, use cement-stabilized sand rather than Recycled Type D backfill material.
4. For the cement-stabilized sand backfill, use a minimum of 7 percent of hydraulic cement based on the dry weight of backfill material. The cement content for the crushed concrete and salvaged base is specified in the Item, "Cement Treatment (Plant-Mixed) (Type D)."
5. Place and compact the stabilized backfill material using a gradation that provides a dense mass without segregating and is impervious to passing of water.

Item 416: Drilled Shaft Foundations

Include the cost for furnishing and installing anchor bolts mounted in the drilled shafts in the unit bid price for the various diameter drilled shafts.

The Engineer may test using ultrasonic methods the anchor bolts for overhead sign supports, light standards, and traffic signal poles after they are installed. Replace faulty anchor bolts as directed. Do not weld the anchor bolts.

Item 420: Concrete Structures

Unless otherwise noted, use Class C concrete with an ordinary surface finish for signal, lighting, or sign structure foundations.

Item 421: Hydraulic Cement Concrete

Entrained air is required in all slip formed concrete (bridge rail, concrete traffic barrier, pavement, etc.), but is not required for other structural concrete. Adjust the dosage of air entraining agent for low air content as directed or allowed by the Engineer. If entrained air is provided where not required, only the upper limits of the Special Provision will be enforced.

Item 423: Retaining Walls

Use fractured finish.

Place concrete riprap mow strips for retaining walls as shown on the plans and in accordance with the Item, "Riprap." Use Class B concrete reinforced with No. 4 bars spaced at 18 in. centers each direction and placed 2 in. below the surface. This work is paid for under the Item, "Riprap."

Provide and maintain positive drainage away from the earth wall system, including the leveling pad, for the contract duration.

Approved Mechanically Stabilized Earth (MSE) Wall Systems are listed at the website below:

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http://www.dot.state.tx.us/business/contractors_consultants/bridge/mse_wall.htm

Item 427: Surface Finishes for Concrete

Provide a Surface Area I finish for structures. Use concrete paint for the surface finish.

Item 428: Concrete Surface Treatment

Provide a Class I surface treatment to the following elements: The upper surfaces of the bridge slab (including direct traffic culverts), bridge sidewalks and medians, and the inside face of curbs.

Item 442: Metal for Structures

Use temperature zone 1 for Charpy V-Notch (CVN) testing.

Item 449: Anchor Bolts

Pipe joint compound, as used in this Item, is an electrically conducting protective thread lubricant compound to be used on the foundation anchor bolts for illuminations poles (Crouse-Hinds TL-2, 0z/Gedney Stl, or Thomas & Betts Kopr-Shield).

Item 450: Railing

Add a 3/4-in. longitudinal chamfer to the SSTR railing. Provide a continuous chamfer typically located 6 in. above the final grade. The cost of this is subsidiary to the Item, "Railing."

Item 462: Concrete Box Culverts and Storm Drains

Item 464: Reinforced Concrete Pipe

Concrete collars are subsidiary to the various bid items except for those specified on the plans for stage construction, which are paid for under the Item, "Concrete Structures" as "Cl C Conc (Collar)."

Rubber gaskets are required for concrete pipe joints except for connections of safety end treatments, driveway culverts, and joints between the existing pipes and extensions.

Open, install, and backfill each section, or a portion of a section, in the same day at locations requiring pipe culverts under existing roadways.

Place the pipe drains across existing roadways half at a time to allow passage of traffic. No trenches may remain open overnight.

Known locations of existing stubouts are shown on the plans, but these stubouts may be in a different position or condition. Delays, inconveniences, or additional work required will not be a basis for additional compensation.

Provide leave-outs or holes in the proposed storm drain structures and pipes for drainage during interim construction. This work is subsidiary to the various bid items.

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The flowline elevations of side road structures are based on the proposed ditches. Field-verify these elevations and adjust them as necessary to meet the field conditions. Before placing these structures, prepare and submit for approval, the data (revised elevation, alignment, length, etc.) for the adjusted structures.

If groundwater is encountered while installing the storm drain system, install a suitable dewatering system to facilitate construction of the storm drains. The costs for materials and labor required to install and maintain this system are subsidiary to the Item, "Reinforced Concrete Pipe."

Item 465: Manholes and Inlets

If required on the plans, build manholes and inlets to stage 1 construction, cover with temporary pavement, and complete in a later phase of construction. This temporary covering and pavement are subsidiary to the various bid items.

If building manholes or inlets in graded areas, first construct them to an elevation at least 4 in. above the top of the highest entering pipe and cover with a wooden cover. Complete the construction of such manholes or inlets to the finished elevation when completing the grading work for such manholes or inlets. Adjust the final elevation, if required, since this elevation is approximate.

Construct manholes and inlets in paved areas to an elevation so their temporary wooden covers are flush with the surface of the base material.

Do not leave excavations or trenches open overnight.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Engineer. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets. The latest versions of Work Zone Standard Sheets WZ (BTS-1) and WZ (BTS-2) are the traffic control plan for the signal installations.

Submit changes to the traffic control plan to the Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices" for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling."

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Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.

Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight.

Use shadow vehicles with Truck Mounted Attenuators (TMA) for lane closures during construction. Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

One Lane Closure

Day	Closure Hours
Weekdays	7:00 PM – 5:00 AM 9:00 AM – 4:30 PM
Weekends	ALL DAY

The above times are approved for the traffic control conditions listed.

The Engineer may approve other closure times if traffic counts

warrant. The Engineer may reduce the above times for special events.

Provide portable changeable message signs (PCMS) as shown on the Traffic Control Plan and the Special Specification Item, "Portable Changeable Message Sign." PCMS shall be placed a minimum of one (1) week prior to any road closures. PCMS messages will be as approved by the Engineer.

Close Bellaire Boulevard, FM 1093 and Westpark Tollway for overhead work during off-peak hours only. Closures may not occur simultaneously.

During construction, remove, cover, adjust, or replace overhead sign panels to correspond with each current traffic control phase. The desirable size of letters for freeways is 10 in., the minimum is 8 in. This work is subsidiary to Item 502.

Item 504: Field Office and Laboratory

If an asphalt mix plant is located at the project site, provide a Type D structure with the dimensions of a Type C structure, at the project site to perform the asphalt mix quality control tests.

If a commercial source is used for the asphalt mix, provide a Type D structure with the dimensions of a Type C structure, at the commercial source site to perform the asphalt mix quality control tests.

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Equip each lab with a fire extinguisher and first aid kit. Also equip the labs with an eye wash station. Provide equipment that meets the minimum OSHA requirements. At a minimum, furnish 20 lb. fire extinguishers that are rated for Type A, B, and C fires.

Furnish one Type E structure for the field office. Ensure the windows for the structure have burglar bars.

Provide a Type E field office meeting the requirements of a Type C structure. Provide this as a single structure with a minimum of 500 sq. ft. of floor space and 3 rooms. Provide the structure with the following facilities (The cost of providing these items is subsidiary to this bid Item.):

1. Three desks with 3 swivel chairs, two 5-drawer file cabinets and 3 straight back chairs.
2. Telephone service and equipment consisting of a minimum of one telephone with one extension. Include the call-waiting feature in the service.
3. Potable water with an electric water cooler, a cup dispenser, and cups.
4. Adequate heating, air conditioning, lighting, and a sufficient number of electrical outlets.
5. A commercially available toilet or equivalent facility for the field office and each laboratory.

Provide a fenced enclosure approximately 100 ft. by 200 ft. Provide an appropriate parking area covered with a suitable base material and with a minimum of 2 security lights, one on each end of the lot. Cost of the work and materials to provide the enclosure are subsidiary to the various bid items.

The above requirements are subsidiary to the various bid items.

Assume ownership of temporary chain link security fences.

Equip each field office with a fire extinguisher and first aid kit. At a minimum, furnish 20 lb. fire extinguishers that are rated for Type A, B, and C fires.

Item 506: Temporary Erosion, Sedimentation and Environmental Control

A Storm Water Pollution Prevention Plan (SW3P) is required. Since the disturbed area is more than 5 acres, a "Notice of Intent" (NOI) is also required. Contractor shall prepare and submit the NOI to the Texas Commission on Environmental Quality prior to commencing construction. Contractor will be responsible for application fees.

Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.

Before starting construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SW3P.

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Schedule the seeding or sodding work as soon as possible. The project schedule provides for a vegetation management plan.

After completing earthwork operations, restore and reseed the disturbed areas in accordance with TxDOT's specifications for permanent or temporary erosion control.

Implement temporary and permanent erosion control measures to comply with the National Pollution Discharge Elimination System (NPDES) general permit under the Clean Water Act.

Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

Item 512: Portable Concrete Traffic Barrier

Use only the J-J Hook type connection between barriers.

Barrier from existing stockpiles that substantially meets the requirements shown on TxDOT standard sheet CBR (P&P)-04 may be used for traffic control on this project.

Item 529: Concrete Curb, Gutter, and Combined Curb and Gutter

An air-entraining admixture is not required.

For concrete curbs, use Grade 7 aggregate conforming to Section 421.2 of the Item, "Hydraulic Cement Concrete."

Item 540: Metal Beam Guard Fence

Painting the timber posts is not required.

Use timber posts for galvanized steel metal beam guard fence, except for anchorage at turned down ends. Turn down free ends of galvanized steel metal beam guard fence unless otherwise shown on the plans.

Furnish and install wood blocks between the rail elements and the timber posts as detailed on the plans. These block-outs are subsidiary to this bid Item.

The quantity of the metal beam guard fence is subject to change.

Provide a mow strip as shown on the plans, at metal beam guard fence locations, including any guardrail end treatments. This work is subsidiary to this bid Item.

Item 556: Pipe Underdrains

Do not use crushed blast furnace slag.

Lay the underdrain pipe on a slope to insure proper drainage.

Tie the under drain pipe into the inlets as shown on the plans.

If filter material is processed gravel, use the following material requirements:

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Square Sieve	Percent Retained
1/2 in.	0
No. 4	10 - 35
No. 40	55 - 85

If filter material is approved concrete sand, use the following material requirements:

Square Sieve	Percent Retained
5/8 in.	0
No. 4	0 - 40
No. 40	40 - 90
No. 100	90 - 100

Item 585: Ride Quality for Pavement Surfaces

For Continuously Reinforced Concrete Pavement (CRCP) mainlanes and direct connectors, use Surface Test Type B and Pay Adjustment Schedule 2. For ramps use Surface Test Type A.

For concrete or asphalt curb and gutter sections or frontage roads, use Surface Test Type B and Pay Adjustment Schedule 2 except for the outside lane. Use Surface Test Type B and Pay Adjustment Schedule 3 for the outside lane.

For all other roads (cross streets and intersections), use Surface Test Type A.

Item 610: Roadway Illumination Assemblies

The cost of providing the electrical conductor in the pole foundation or in the pole base to make connections is subsidiary to the roadway illumination assembly. The quantity for payment is the surface distance between locations.

Limitations on Use of the RIP-11 Standard:

Fabricate steel roadway illumination poles in accordance with TxDOT Standard RIP-11 (Roadway Illumination Poles - 2011). Poles manufactured according to RIP-11 require no shop drawings. Alternate designs to RIP-11 or the use of aluminum to fabricate poles will require the submission of shop drawings electronically.

Limitations on use of the RIP-11 Standard:

The Roadway Illumination Pole (RIP-11) standard details were developed for installations in locations where the 3-second gust basic maximum wind speed is 110 mph, and where the elevation of the base of the pole is less than (i.e. not more than) 25 ft. above the elevation of surrounding terrain, in accordance with the "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals," 4th Edition (2001). For poles to be installed in regions where the maximum basic wind speed exceeds 110 mph or to be mounted

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more than 25 ft. above the surrounding terrain, provide poles meeting the following requirements:

- **Submittals.**

Submit for review and approval pole fabrication drawings and calculations that are sealed, signed, and dated by a professional engineer registered or licensed in Texas.

- **Structural Supports for Luminaires.**

Supply luminaire poles with a 25-year design life in accordance with the current edition of the above mentioned AASHTO Design Specifications. Furnish poles that either (1) meet the requirements for the appropriate 3-second gust wind speeds according to the formulas and wind speed map in the same AASHTO specification, and that resist dead loads and ice loads at the installation location, or (2) conform to the RIP-11 standard for the type and luminaire mounting heights; whichever poles have the greater capacity. For transformer base poles, ensure the fabricator includes the transformer base and connecting hardware in calculations and shop drawing submittals. Ensure transformer bases have been structurally tested to resist the theoretical plastic moment capacity of the pole. Submit certification of the plastic moment load test and FHWA breakaway requirement test of the base model being furnished, together with the shop drawings. Include on the shop drawings the breakaway base model number, and the manufacturer's name and logo. Include on the manufacturer's shop drawings the ASTM designations for the materials to be used.

- **Luminaire Arms.**

Supply poles and luminaire arms to support the configurations shown in the plans. Supply luminaire arms to support 60-lb. (minimum) luminaires having an effective projected area of 1.6 sq. ft.

- **Anchor Bolt Assemblies.**

Supply anchor bolt assemblies as shown on the RIP standard sheets, unless a larger capacity bolt assembly is required for the 3-second gust wind speed and mounting elevation at the pole installation location.

Item 616: Performance Testing of Lighting Systems

The illumination plans provide for a complete illumination system installed, connected, tested, and ready for operation.

Allow the electrical work to be inspected by the City. Complying with the provisions and requirements of the City electrical ordinance is not required. Such inspection does not make the City a party to this contract.

Adjust the high mast luminaires per the manufacturer's recommendations. Submit the photometrics and obtain approval before placing the luminaires in service. Initially adjust the luminaires during the lamp installation procedure.

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After satisfactory completion of tests, place the new lighting fixtures in operation. Final acceptance will be made after the fixtures operate satisfactorily for a minimum period of 14 days. The 14-day test period is included in the allowed working days.

Assume responsibility for the new lighting fixtures during the test period. Make adjustments or repairs as required and repair defects or damage at no expense to the FBGPTRA.

Item 618: Conduit

Item 620: Electrical Conductors

Item 628: Electrical Services

If the specifications for electrical items require UL-listed products, this means UL-listed or CSA-listed.

Item 618: Conduit

When backfilling bore pits, ensure that the conduit is not damaged during installation or due to settling backfill material. Compact select backfill in 3 equal lifts to the bottom of the conduit; or if using sand, place it 2 in. above the conduit. Ensure backfill density is equal to that of the existing soil. Prevent material from entering the conduit.

Construct bore pits a minimum of 5 ft. from the edge of the base or pavement. Close the bore pit holes overnight.

Unless shown on the plans, install underground conduit a minimum of 24 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable standard sheets. Place conduit under driveways or roadways a minimum of 24 in. below the pavement surface.

If using casing to place bored conduit, the casing is subsidiary to the conduit.

If placing the conduit under existing pavement to reach the service poles, bore the conduit in place and extend it a minimum distance of 5 ft. beyond the edge of shoulder or the back of curb.

Where PVC, duct cable, and HDPE conduit 1 in. and larger is allowed and installed per standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Details standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Use only a flat, high tensile strength polyester fiber pull tape to pull conductors through the PVC conduit system.

Remove conductor and conduit to be abandoned to 1 ft. below the ground level. This work is subsidiary to the various bid items.

Do not use cast iron junction boxes in concrete traffic barriers and single slope traffic barriers. Use polymer concrete junction boxes in place of the cast iron junction boxes shown on standard sheets CTBI (3), CTBI (4), and SSCB (4). Mount the junction boxes flush (+ 0 in., - 1/2 in.) with the concrete surface of the concrete barrier.

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Use materials from pre-qualified producers as shown on TxDOT's Construction Division (CST) material producers list. Check the latest links on the TxDOT website for the list. The category is "Roadway Illumination and Electrical Supplies." The polymer concrete barrier box is subsidiary to Item 618, "Conduit."

Item 620: Electrical Conductors

Test each wire of each cable or conductor after installation. Incomplete circuits or damage to the wire or the cable are cause for immediate rejection of the entire cable being tested. Remove and replace the entire cable at no expense to the FBGPTRA. Also test the replacement cable after installation.

When pulling cables or conductors through the conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant recommended by the cable manufacturer.

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holders as shown on TxDOT's Construction Division (CST) material producers list. Check the latest link on the TxDOT website for this list. The category is "Roadway Illumination and Electrical Supplies." The fuse holder is shown on the list under Items 610 and 620. Provide 10 Amp time delay fuses.

Ensure that circuits test clear of faults, grounds, and open circuits.

Split bolt connectors are allowed only for splices on the grounding conductors.

For Roadside Flashing Beacon Assemblies (Item 685) and Pedestal Pole Assemblies (Item 687) within the project, provide single-pole breakaway disconnects. Use Bussman HEBW, Littlefuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors. For grounded conductors, use Bussman HET, Littlefuse LET, Ferraz-Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

For electrical licensing and electrical certification requirements for this project, see Item 7 of the Standard Specifications and any applicable special provisions to Item 7.

Item 624: Ground Boxes

The ground box locations are approximate. Alternate ground box locations may be used as directed, to avoid placing in sidewalks or driveways.

Ground metal ground box covers. Bond the ground box cover and ground conductors to a ground rod located in the ground box and to the system ground.

Ground the existing metal ground box covers as shown on the latest standard sheet ED (3), III, B, 4 through 6.

During construction and until project completion, provide personnel and equipment necessary to remove ground box lids for inspection. Provide this assistance within 24 hours of notification.

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Construct concrete aprons in accordance with the latest standard sheet ED (3). Make the depth of the concrete apron the same as the depth of the ground box, except for Type 1 and Type 2 ground boxes. For Type 1 or Type 2 ground boxes, construct the concrete apron in accordance with details shown on the "Ground Box Details Installations" standard.

Item 628: Electrical Services

Furnish a UL-listed meter can for electrical service poles. Furnish a size and style of meter can in accordance with the requirements of the local electrical service provider. This work is subsidiary to the Item, "Electrical Services."

Verify and coordinate the electrical service location with the engineering section of the appropriate utility district or company.

Identify the electrical service pole with an address number assigned by the Utility Service Provider. Provide 2-in. numerals visible from the highway. Provide numbers cut out aluminum figures nailed to wood poles or painted figures on steel poles or service cabinets.

Item 636: Aluminum Signs

Include aluminum route markers, exit only panels, routing signs, and other special panels attached to guide signs in the unit bid price for the parent guide sign material.

The locations of sign panels on overhead structures are approximate. Verify in the field before installing.

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

Item 644: Small Roadside Sign Supports and Assemblies

Sign locations shown on the plans are approximate. Before placing them, obtain approval of and then stake the exact locations for these signs.

Use the Texas Universal Triangular Slip Base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plans.

Remove existing street name signs from existing stop signs and re-install them above the new stop signs. Removing and re-installing existing street name signs is subsidiary to the Item, "Small Roadside Sign Supports and Assemblies."

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

Provide and install the materials for speed limit signs.

Assume ownership of the removed existing signs.

Locations of the relocated signs are approximate. Before placing them, obtain approval of and then stake the exact locations for these signs.

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Replace existing signs that become damaged during relocation at no expense to the FBGPTRA.

Item 650: Overhead Sign Supports

There is no additional reimbursement for blocking or shims for fits of alignment.

Before fabricating, field check the sign structure elevations, details, and dimensions shown on the plans.

Item 656: Foundations for Traffic Control Devices

Excavating and disposing of surplus materials for lighting standard foundations are subsidiary to the roadway illumination assembly foundation. Dispose of surplus excavated material. Use rigid metal conduit (RMC) for stub-outs in foundation and concrete structures. These stub-outs are subsidiary to the drilled shaft foundations.

Using ready mix concrete for sign foundations is optional.

Item 662: Work Zone Pavement Markings

At the end of each day's work, mark roadways that remain open to traffic during construction operations with standard pavement markings, in accordance with the latest "Texas Manual on Uniform Traffic Control Devices."

Using raised markers for removable work zone pavement markings on final concrete surfaces is optional.

Do not use raised pavement markers as optional work zone pavement markings on final asphalt surfaces.

For transition lane lines and detour lane lines, use raised pavement markers as shown for solid lines on the latest Barricade and Construction standard sheet for "Work Zone Pavement Marking Details."

Item 662: Work Zone Pavement Markings

Item 666: Reflectorized Pavement Markings

Item 6986: Longitudinal Prefabricated Pavement Markings (PPM) with Warranty

Use Type III glass beads for thermoplastic and multipolymer pavement markings.

Use a 0.100 in. (100 mil) thickness for thermoplastic pavement markings, measured to the top of the thermoplastic, not including the exposed glass beads.

For roadways with asphalt surfaces to be striped with work zone or permanent thermoplastic markings, the Contractor has the option to apply paint and beads markings for a maximum 30-day period until placing the thermoplastic markings, or until starting the succeeding phase of work on the striped area. Maintain the paint and beads markings, at no expense to the FBGPTRA, until placing the thermoplastic markings or starting the succeeding phase of work on the striped area. The work zone markings, whether paint and beads or thermoplastic, are paid

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under the Item, "Work Zone Pavement Markings" and the markings are paid for only once for the given phase of construction.

If using paint and bead markings as described above, purchase the traffic paint from the open market.

If the Type II markings become dirty and require cleaning by washing, brushing, compressed air, or other approved methods before applying the Type I thermoplastic markings, this additional cleaning is subsidiary to the Item, "Reflectorized Pavement Markings."

Establish the alignment and layout for work zone striping and permanent striping.

Stripe roadways before opening them to traffic.

Place pavement markings under these items in accordance with details shown on the plans, the latest "Texas Manual on Uniform Traffic Control Devices," or as directed.

When design details are not shown on the plans, provide pavement markings for arrows, words, and symbols conforming to the latest "Standard Highway Sign Designs for Texas" manual.

Item 672: Raised Pavement Markers

If other operations are complete on the project and if the curing time period is not yet elapsed, the contract time will be suspended until the curing is done.

Before placing the raised pavement markers on concrete pavement, blast clean the surface using an abrasive-blasting medium. This work is subsidiary to the Item, "Raised Pavement Markers."

Provide epoxy adhesive that is machine-mixed or nozzle-mixed and dispensed. Equip the machine or nozzle with a mechanism to ensure positive mix measurement control.

Item 677: Eliminating Existing Pavement Markings and Markers

Remove existing pavement markings on concrete or asphalt surfaces by flail milling or as directed.

Item 678: Pavement Surface Preparation for Markings

Do not blast clean asphalt concrete pavement. Clean asphalt concrete pavement as required under the applicable specifications or as directed.

On new concrete pavement or on existing concrete pavement when placing a new stripe on a new location, remove the curing compounds and contamination from the pavement surface by flail milling or as directed. In addition, air-blast the surface with compressed air just before placing the new stripe.

On existing concrete pavement when placing a new stripe on an existing location, after removing the existing stripe under the Item, "Eliminating Existing Pavement Markings and Markers," air-blast the surface with compressed air just before placing the new stripe.

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Perform air blasting with a compressor that is capable of generating air at a minimum of 100 psi using 5/16 in. or larger hosing for the air blast (equipment should have sufficient capacity to remove contaminants but not damage the pavement surface). Do not clean concrete pavement by grinding.

Item 9200: Megapixel Robotic Webcamera

Install the cameras near the intersections of Bellaire Boulevard and FM 1093 / Fort Bend Westpark Tollway. Coordinate with Engineer for specific locations in the field.

BASIS OF ESTIMATE

Item	Description	Limit and Rate	Unit
260	Lime Treatment (Road-Mixed) For materials used as subgrade ** <ul style="list-style-type: none">• Lime(HYD, COM, or QK)(SLRY) or QK(DRY)	6 % by weight based on 100 Lb. / Cu. Ft. subgrade	TON
292	Asphalt Treatment (Plant-Mixed) <ul style="list-style-type: none">• Asphalt• Aggregate	110 Lb. / Sq. Yd.-In. 5 % by weight 95 % by weight	TON

* For Contractor's information only (non-pay item).

** If used in existing roadway base, rate will be determined on a case by case basis.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All Specifications and Special Provisions applicable to this Project are identified as follows:

STANDARD SPECIFICATIONS

Adopted by the Texas Department of Transportation June 1, 2004. Standard Specifications are incorporated into the Contract by reference and a copy may be purchased from TxDOT.

Items 1- 9	General Requirements and Covenants
Item 100	Preparing Right of Way
Item 104	Removing Concrete
Item 105	Removing Stabilized Base and Asphalt Pavement
Item 110	Excavation (132)
Item 132	Embankment (100)(160)(204)(210)(216)(400)
Item 161	Compost (160)
Item 162	Sodding For Erosion Control (166)(168)
Item 164	Seeding for Erosion Control (162)(166)(168)
Item 166	Fertilizer
Item 168	Vegetative Watering
Item 260	Lime Treatment (Road-Mixed) (105)(132)(204)(210)(216)(300) (310)(520)
Item 276	Cement Treatment (Plant-Mixed) (204)(210)(216)(247)(300)(310)(520)
Item 292	Asphalt Treatment (Plant Mixed) (300)(301)(320)(520)(585)
Item 360	Concrete Pavement (300)(420)(421)(438)(440)(529)(585)
Item 368	Concrete Pavement Terminals (247)(260)(276)(292)(300)(360) (400)(420)(421)(440)(442)
Item 400	Excavation and Backfill for Structures (132)(401)(420)(421)
Item 402	Trench Excavation Protection
Item 403	Temporary Special Shoring (402)(423)
Item 416	Drilled Shaft Foundations (420)(421)(440)(448)
Item 420	Concrete Structures (400)(421)(426)(427)(428)(438)(440)(441)(448) (454)
Item 422	Reinforced Concrete Slab (420)(421)(424)(426)(440)
Item 423	Retaining Walls (110)(132)(400)(420)(421)(424)(440)(445)(458)(556)
Item 425	Precast Prestressed Concrete Structural Members (420)(421)(424)(426) (427)(434)(440)(442)
Item 428	Concrete Surface Treatment (427)
Item 432	Riprap (247)(420)(421)(427)(431)(440)
Item 434	Elastomeric Bridge Bearings(420)(441)
Item 442	Metal For Structures (441)(445)(446)(447)(448)(449)
Item 450	Railing (420)(421)(424)(440)(540)
Item 454	Bridge Expansion Joints (442)
Item 464	Reinforced Concrete Pipe (400)
Item 465	Manholes and Inlets (400)(420)(421)(440)(471)
Item 467	Safety End Treatment (400)(420)(421)(440)(464)
Item 471	Frames, Grates, Rings, and Covers (441)(445)(448)
Item 479	Adjusting Manholes and Inlets (400)(421)(465)
Item 481	PVC Pipe for Drains
Item 496	Removing Structures (430)
Item 500	Mobilization

Item 502	Barricades, Signs, and Traffic Handling
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls (556)
Item 512	Portable Concrete Traffic Barrier (420)(421)(424)(440)(442)
Item 529	Concrete Curb, Gutter and Combined Curb and Gutter (360)(420)(421) (440)
Item 540	Metal Beam Guard Fence (421)(445)(529)(542)(544)
Item 544	Guardrail End Treatments
Item 545	Crash Cushion Attenuators (421)
Item 556	Pipe Underdrains (402)(432)
Item 610	Roadway Illumination Assemblies (421)(441)(442)(445)(446)(449)(616) (620)
Item 618	Conduit (400)(445)(476)(622)
Item 620	Electrical Conductors
Item 624	Ground Boxes (421)(440)
Item 628	Electrical Services (441)(445)(449)(618)(620)(627)(656)
Item 636	Aluminum Signs(643)
Item 644	Small Roadside Sign Supports and Assemblies (421)(440)(441)(442) (445)(634)(636)(643)(656)
Item 647	Large Roadside Sign Supports and Assemblies (421)(440)(441)(442) (445)(643)
Item 650	Overhead Sign Supports (416)(420)(421)(441)(442)(445)(449)(618)
Item 662	Work Zone Pavement Markings (666)(668)(672)(677)
Item 666	Reflectorized Pavement Markings (316)(318)(662)(677)(678)
Item 672	Raised Pavement Markers (677)(678)
Item 677	Eliminating Existing Pavement Markings and Markers (300)(302)
Item 678	Pavement Surface Preparation for Markings (677)

SPECIAL PROVISIONS

Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. All Special Provisions are included herein.

Prevailing Wages	
Special Provision	General (FBGPTRA)
Special Provision	000-100 Important Notice to Contractors
Special Provision	000-200 Important Notice to Contractors - METRO
Special Provision to Item 1	001-015
Special Provision to Item 2	Instructions to Bidders (FBGPTRA)
Special Provision to Item 3	Award and Execution of the Contract (FBGPTRA)
Special Provision to Item 4	Scope of Work (FBGPTRA)
Special Provision to Item 6	006-030
Special Provision to Item 7	Legal Relations and Responsibilities (FBGPTRA)
Special Provision to Item 8	Prosecution and Progress (FBGPTRA)
Special Provision to Item 9	Measurement and Payment (FBGPTRA)
Special Provision to Item 100	100-002
Special Provision to Item 132	132-005, 132-007
Special Provision to Item 161	161-006
Special Provision to Item 164	164-004
Special Provision to Item 166	166-001
Special Provision to Item 260	260-003
Special Provision to Item 300	300-039

Special Provision to Item 360	360-003, 360-007
Special Provision to Item 368	368-001
Special Provision to Item 400	400-004
Special Provision to Item 416	416-001
Special Provision to Item 420	420-002
Special Provision to Item 421	421-035
Special Provision to Item 424	424-002
Special Provision to Item 425	425-001
Special Provision to Item 428	428-001
Special Provision to Item 431	431-001
Special Provision to Item 434	434-003
Special Provision to Item 440	440-006
Special Provision to Item 441	441-007
Special Provision to Item 442	442-016
Special Provision to Item 448	448-002
Special Provision to Item 450	450-001
Special Provision to Item 464	464-006
Special Provision to Item 465	465-001
Special Provision to Item 500	Mobilization (FBGPTRA)
Special Provision to Item 502	502-033
Special Provision to Item 506	506-013
Special Provision to Item 512	512-002
Special Provision to Item 540	540-023
Special Provision to Item 544	544-001
Special Provision to Item 610	610-010
Special Provision to Item 620	620-001
Special Provision to Item 624	624-014
Special Provision to Item 628	628-003
Special Provision to Item 636	636-014
Special Provision to Item 643	643-001
Special Provision to Item 672	672-034

SPECIAL SPECIFICATIONS

All Special Specifications are included herein.

Item 5049	Biodegradable Erosion Control Logs (161)(506)
Item 6834	Portable Changeable Message Sign
Item 6986	Longitudinal Prefabricated Pavement Markings (PPM) with Warranty (677)(8094)
Item 8094	Mobile Retroreflectivity Data collection for Pavement Markings
Item 9200	Megapixel Robotic WebCamera (FBGPTRA)

General: The above-listed specification items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the Special Provisions listed above, constitute the complete specifications for this contract.

PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County Toll Road Authority sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX120056 01/06/2012 TX56

Superseded General Decision Number: TX20100066

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98	
ELECTRICIAN	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	\$ 12.34	
Structures	\$ 12.23	
LABORER		
Asphalt Raker	\$ 12.36	
Flagger	\$ 10.33	
Laborer, Common	\$ 11.02	
Laborer, Utility	\$ 11.73	
Pipelayer	\$ 12.12	
Work Zone Barricade Servicer	\$ 11.67	

PAINTER (Structures) \$ 18.62

POWER EQUIPMENT OPERATOR:

Asphalt Distributor \$ 14.06
Asphalt Paving Machine \$ 14.32
Broom or Sweeper \$ 12.68
Concrete Pavement Finishing Machine \$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine \$ 11.71
Concrete Saw \$ 13.99
Crane, Hydraulic 80 Tons or less \$ 13.86
Crane, Lattice boom 80 tons or less \$ 14.97
Crane, Lattice boom over 80 Tons \$ 15.80
Crawler Tractor \$ 13.68
Excavator, 50,000 pounds or less \$ 12.71
Excavator, Over 50,000 pounds \$ 14.53
Foundation Drill, Crawler Mounted \$ 17.43
Foundation Drill, Truck Mounted \$ 15.89
Front End Loader 3 CY or Less \$ 13.32
Front End Loader, Over 3 CY \$ 13.17
Loader/Backhoe \$ 14.29
Mechanic \$ 16.96
Milling Machine \$ 13.53
Motor Grader, Fine Grade \$ 15.69
Motor Grader, Rough \$ 14.23
Off Road Hauler \$ 14.60
Pavement Marking Machine \$ 11.18
Piledriver \$ 14.95
Roller, Asphalt \$ 11.95
Roller, Other \$ 11.57
Scraper \$ 13.47
Spreader Box \$ 13.58

Servicer \$ 13.97

Steel Worker

Reinforcing Steel \$ 15.15
Structural Steel Welder \$ 12.85
Structural Steel \$ 14.39

TRUCK DRIVER

Low Boy Float \$ 16.03
Single Axle \$ 11.46
Single or Tandem Axle Dump \$ 11.48
Tandem Axle Tractor w/Semi Trailer \$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
SPECIAL PROVISION – GENERAL**

For this project, the following sections of the Texas Standard Specifications (“TSS”) are hereby modified with respect to the clauses cited below and no other clauses or requirements of the TSS are waived or changed hereby.

Global – All references to “State” or “Department” are replaced with “Authority.”

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

SPECIAL PROVISION

000---100

Important Notice to Contractors

The Contractor's attention is directed to the fact that utility adjustments for the construction of this project have, as of July 10, 2012, been adjusted except as listed herein.

All private utilities are to be adjusted by their respective owners to clear construction proposed by this project. Should the Contractor encounter any other utilities such as sewers, water lines gas lines, etc., he shall contact the respective utility companies or pertinent governmental agency as soon as it becomes apparent that the utility lines interface with the work.

The Contractor is invited to review the outstanding utility adjustments with the Engineer assigned to this project and listed in the "Important Notice to Contractors".

The following utilities are to be adjusted by their owners and are expected to be completed by the dates shown and are provided here for incorporation by the Contractor into his construction sequencing. At the pre-construction conference, the Authority will provide the successful Contractor with all available information and approximate adjustment dates to be incorporated into the Contractor's construction schedule.

APPROXIMATE CL GRAND PARKWAY (SH 99) STA	DESCRIPTION	OWNER	EXPECTED COMPLETION
1250+60	Pipeline	Southcross Energy	September 30, 2012
1270+30	Gas Line	CenterPoint Energy	September 1, 2012
1312+00	Buried Cable	Verizon Business (MCI Worldcom)	September 1, 2012
1312+15	6" Gas Line	CenterPoint Energy	September 30, 2012
1312+51	Overheard Electric	CenterPoint Energy	November 30, 2012
1316+00	Buried Cable	AT&T	September 1, 2012
1333+25	Buried Cable	L3 Communications Inc.	September 30, 2012
1335+00	18" Gas Pipeline	Atmos Energy	September 30, 2012
1335+45	30" Pipeline	DOW Pipeline Company	September 1, 2012
1333+00	Buried Cable	Phonoscope	September 1, 2012

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

SPECIAL PROVISION 000-200

**IMPORTANT NOTICE TO CONTRACTOR
WHEN OPERATING ON PROPERTY OWNED BY METRO**

INSURANCE, WAIVER OF SUBROGATION AND INDEMNITY REQUIREMENTS

I. WORKERS' COMPENSATION INSURANCE

A. Definitions:

1. **CERTIFICATE OF COVERAGE** ("certificate") – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. **DURATION OF THE PROJECT** – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by METRO.
3. **PERSONS PROVIDING SERVICES ON THE PROJECT** ("sub-contractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project.
4. **SERVICES** – include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor code, Section 401,011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to METRO prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with METRO showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to METRO:

1. a certificate of coverage, prior to that person beginning work on the project, so METRO will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify METRO in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify METRO in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to METRO that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

II. ALL OTHER INSURANCE

A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims, which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

1. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee for Disease
 - \$1,000,000 Policy Limit for Disease
2. COMMERCIAL GENERAL LIABILITY INSURANCE including

Products/Completed Operations and Contractual Liability with limits of liability not less than:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence

3. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

\$1,000,000	Each occurrence Combined Single Limit for Bodily Injury and METRO's Lands Damage
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4. OWNERS PROTECTIVE LIABILITY POLICY for the protection of METRO against claims arising out of or resulting from the work performed by Contractor or on behalf of Contractor by any subcontractor under the contract with limits of liability of:

\$ 300,000	Each Occurrence
\$1,000,000	Policy Aggregate

In the event that the Scope of Services of the contract shall contain more than one (1) project, then each separate project shall be designated individually in the declarations of this policy. Policy shall be endorsed to provide sixty (60) days written Notice of Cancellation or Non-renewal to METRO, ten (10) days in the event of non-payment of premium. Should notice of cancellation for non-payment be issued, METRO shall have the right to make payment of any premiums due direct to the insurance company and to withhold the amount so paid from the balances due Contractor under the contract.

B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name METRO, its directors and employees, as Additional Insureds as respects Contractor's operations in performance of this contract.

C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to METRO at the address designated elsewhere in the contract for Notices.

D. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

E. All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's Best's Key Rating Guide. Policies of insurance

issued by insurance companies not rated by Best's or having Best's ratings lower than B+/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

F. Proof of compliance with these insurance requirements shall be furnished METRO in the form of an original certificate of insurance and the original Owner's Protective Liability policy signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above-stipulated requirements have been met. Renewal or replacement certificates shall be furnished to METRO not less than fourteen (14) days prior to the expiration or termination date of the applicable policy(ies). Otherwise, METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.

G. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

III. WAIVER OF SUBROGATION

Contractor agrees to waive all rights of subrogation or recovery against METRO, its directors, employees and agents arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement.

IV. INDEMNIFICATION AGREEMENT

A. Contractor agrees to and shall defend, indemnify and hold harmless METRO, its directors and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for bodily injury, sickness, disease or death of any person, or for loss or damage to property of any person, including consequential damages, arising out of or resulting from, directly or indirectly, any entry on METRO's property by Contractor or its subcontractors and its or their employees or the work performed by or on behalf of Contractor under this contract. Such indemnity shall apply where such claims, losses, damages, causes of action, suits or liability arise from the joint negligence of METRO, County and Contractor.

B. It is the expressed intention of the parties hereto, both Contractor and METRO, that the indemnity provided for in this paragraph is an agreement by Contractor to indemnify and protect METRO from the consequences of METRO's own negligence where that negligence is a concurring cause of the injury, death or

damage.

C. The indemnity provided for in this Article shall have no application to any claim, loss or damage, cause of action, suit or liability where the injury, death or damage results from the sole negligence of METRO unmixed with the fault of any other person or entity.

SPECIAL PROVISION

001---015

Definition of Terms

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

The following Articles are voided and replaced by the following:

1.50. Disadvantaged Business Enterprise (DBE). A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

1.128. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

The following Articles are voided and not replaced.

1.97. Proposal.

1.98. Proposal Form.

1.99. Proposal Guaranty.

This Item is supplemented by the following:

1.148. Additive Alternate. A bid item contained in a proposal that is not a regular item or a designated alternate bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.149. Base Bid. The total bid (includes regular bid items or corresponding alternate bid items if lower) amount without additive alternates.

1.150. Affiliates. Two or more firms are affiliated if:

- they share common officers, directors, or stockholders;

- a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms;
- an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms;
- the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm;
- one firm controls or has the power to control another of the firms; or,
- the firms are closely allied through an established course of dealings, including but not limited to the lending of financial assistance.

1.151. Bid. The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

1.152. Bid Guaranty. The security furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded.

1.153. Electronic Bid Form. The bid form contained in the Department's Electronic Bidding System.

1.154. Electronic Bidding System (EBS). The Department's automated system that allows bidders to enter and submit their bid information electronically.

1.155. Electronic Vault. The secure location where electronic bids are stored prior to bid opening.

1.156. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

1.157. Printed Bid Form. The bidding form printed and sent to the bidder by the department or printed by the bidder from the department's Electronic Bidding System.

1.158. Bid Form. The form provided by the Department used by the bidder to submit a bid. The bid form is a Department mailed bidder's form (traditional proposal submitted manually), a Department EBS printed bid form (submitted manually), or the bid form submitted electronically through the Department's EBS.

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

SPECIAL PROVISION

TO ITEM 002

Instructions to Bidders

For this project, Item 002, "Instruction to Bidders," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Except for Article 2.1 the remainder of Item 2 is voided and replaced by the following:

2.2. Eligibility of Bidders. For this project, the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) requires that bidders be prequalified by the Texas Department of Transportation. Submit to Texas Department of Transportation for approval a Confidential Questionnaire Form and an audited financial statement at least 10 days before the date that bids are to be opened. Once approved, the eligibility is valid for a period of one year. Comply with all technical prequalification requirements in the bid form. Obtain prequalification forms from the Construction Division.

2.3. Issuing Bid Forms. Request bid forms orally, in writing, or electronically.

In the case of a joint venture, all joint venture participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The FBGPTRA will not issue a bid form for a proposed Contract if one or more of the following apply:

- the Bidder is disqualified by an agency of the federal government.
- the Bidder is suspended or debarred by the TxDOT Commission, or is prohibited from rebidding a specific proposal because of bid error or failure to enter into a Contract of the first awarded bid.
- the Bidder has not fulfilled the requirements for prequalification.
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the FBGPTRA to participate in the preparation of the plans or specifications on which the bid or Contract is based.
- the Bidder did not attend an advertised mandatory pre-bid conference.

2.4. Interpreting Estimated Quantities. The quantities listed in the bid form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

2.5. Examining Documents and Work Locations. Examine the bid form, plans, specifications, and specified work locations before submitting a bid for the work contemplated. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for use of the FBGPTRA in the preparation of plans. This information is provided for the Bidder's information only and the FBGPTRA makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for contractor-proposed changes in the Items of work, specifications, plans or bid forms given during the bidding process are not binding. Only requirements included in the bid form, associated specifications, plans and FBGPTRA issued addenda are binding. Request explanations of documents in adequate time to allow the FBGPTRA to reply before the bid opening date.

Immediately notify the FBGPTRA of any error, omission, or ambiguity discovered in any part of the bid form, specifications or plans. The FBGPTRA will issue an addendum when appropriate.

2.6. Preparing the Bid. Prepare the bid on the form furnished by the FBGPTRA. Bid forms may be printed or electronic. Informational forms will not be accepted.

Specify a unit price in dollars and cents for each Item for which an estimated quantity is given. When "Working Days" is an Item, submit the number of working days to be used to complete the Contract, or phases of the Contract shown on the plans.

An Item left blank will constitute an incomplete bid and will be handled as prescribed in Article 2.14, "Tabulating Bids." Include unit bid prices for each Item in the Item group or alternate Item group, except for instances when alternate Items pertain to foreign steel or iron materials.

If a bid form contains both regular bid Items for domestic and alternate bid Items pertaining to foreign steel or iron materials the bidder must either:

- submit unit bid prices for domestic bid items only, or
- submit unit bid prices for both the alternate foreign bid items and domestic bid items.

Verify whether addenda have been issued on a proposed Contract. Acknowledge all addenda.

A. Printed Bid Forms. Make all entries and execute the bid form in ink. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. The bid form must be signed by person(s) authorized to bind the Bidder(s).

As an alternative to hand writing the unit prices in the bid form, submit a computer printout signed by the person authorized to bind the Bidder or for a joint venture the persons authorized to bind the Bidders. As a minimum, computer printouts must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" form in the bid form.

B. Electronic Bid Forms. Use the electronic bid form in CivCast. Acknowledge an addendum by initialing each addendum listed under the addenda tab in CivCast.

2.7. Nonresponsive Bids. A bid that has one or more of the deficiencies listed below is nonresponsive and will not be considered.

A. The person or, in the case of a manually submitted joint venture bid, persons did not sign the bid form.

B. The proposal guaranty did not comply with the requirements contained in Article 2.8, "Bid Guaranty."

C. The bid was in a form other than the official bid form issued to the Bidder or Bidders.

D. The bid was not in the hands of the letting official at the time and location specified in the advertisement. For electronic bids, "in the hands of the letting official" means CivCast vault acknowledgement.

E. The bid form submitted had the incorrect number of Items.

F. A computer printout, when used, was not signed in the name of the Bidder (or joint Bidders, in the case of a joint venture), or omitted required Items or included an Item or Items not shown in the bid form.

G. The Bidder was not authorized to receive a bid form under Article 2.3, "Issuing Bid Forms."

H. The Bidder failed to acknowledge receipt of all addenda issued.

I. The Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an Item.

J. The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid form.

K. The Bidder did not attend a specified mandatory pre-bid conference.

The FBGPTRA will not accept or read any of the bids submitted on the same project by:

- a joint venture and one or more of its partners, or
- affiliated bidders.

2.8. Bid Guaranty. The bid guaranty amount is fixed at the amount indicated on the bid form on the date the bid form is released to the public. Provide a bid guaranty in the amount indicated on the bid form as follows:

- For printed bids, use either a guaranty check or a bid bond.
- For electronic bids, upload a copy of the guaranty check or bid bond on CivCast. Submit the original guaranty check or bid bond within 24 hours to FBGPTRA.

A. Guaranty Check. The guaranty check must be payable to the Fort Bend Grand Parkway Toll Road Authority and must be a cashier's check, money order, or teller's check drawn by or on a

state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as “bank”). The check must be dated on or before the date of the bid opening. Post dated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The FBGPTRA will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.

B. Bid Bond. The bid bond shall be on the American Institute of Architects, AIA Document 310, with powers of attorney attached, and in the amount specified on the bid bond form. The bond form must be dated on or before the date of the bid opening, bear the impressed seal of the Surety and be signed by the Bidder or Bidders, in the case of a joint venture, and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond, completed as outlined in this Subarticle. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

2.9. Submittal of Bid. Bids may be submitted either manually or electronically.

A. Manually Submitted Bids.

Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the bidder’s responsibility to ensure that the sealed bid arrives at the location described in the official advertisement of the project on or before the time and date set for the opening. The bid must be in the hands of the Letting Official by that time, regardless of the method chosen for delivery, in order to be accepted.

In addition to the requirements above, all pages of a bid form printed from CIVCAST must be submitted.

B. Electronically Submitted Bids. Submit the electronic bid to the electronic vault using CIVCAST. It is the bidder’s responsibility to ensure that the bid is received by the electronic vault on or before the time and date set for the opening.

2.10. Revising Bid Forms. Revisions to bids will be handled as follows:

A. Manually Submitted Bids.

1. Before Submission. Make desired changes to the printed bid form in ink and initial the changes.

2. After Submission. Withdraw the bid in accordance with Article 2.11, “Withdrawing Bids.” Make desired changes to the printed bid form in ink and initial the changes. Resubmit to the Letting Official in accordance with Article 2.9, “Delivery of Bid.” The FBGPTRA will not make revisions to a bid on behalf of a Bidder.

B. Electronically Submitted Bids. Make desired changes up until the time and date set for the opening of bids using CIVCAST. The electronically submitted bid with the latest time stamp by the electronic vault will be used for tabulation purposes.

C. After Bid Opening. Revisions to bids are not allowed after the time and date set for the opening.

2.11. Withdrawing Bids.

A. Manually Submitted Bids. Submit a signed written request to the Letting Official. The FBGPTRA will not accept telephone or electronic requests, but will accept a properly signed telefacsimile request. The request must be made by a person authorized to bind the Bidder, and must be in the hands of the Letting Official before the time and date set for the opening. In the case of joint venture, the FBGPTRA will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

B. Electronically Submitted Bids. Submit a written request to withdraw the bid. For a written request, submit a signed request to the Letting Official. A request to withdraw an electronic bid must be made by a person authorized to bind the Bidder and must be made prior to the time and date set for the opening. For written request for withdrawals of electronic bids and in the case of joint venture, the FBGPTRA will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

2.12. Opening and Reading of Bids. At the time, date and location specified in the official advertisement, the Letting Official will publicly:

- open and read manually submitted bids; and
- read electronically submitted bids.

2.13. Gratuities. Do not offer FBGPTRA employees benefits, gifts, or favors. The only exceptions allowed are ordinary business lunches. Failure to honor this policy may result in the termination of the Contract and sanctions under the Texas Administrative Code. Termination of the Contract will be in accordance with Article 8.7, "Termination of Contract."

2.14. Tabulating Bids.

A. Official Total Bid Amount. The FBGPTRA will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount. Except as provided in Section 2.14.G, "Special Item Considerations," the official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

B. Consideration of Bid Format. When a Bidder submits both an electronic bid and a properly completed manual bid, the unit bid prices in the manual bid will be used to determine the total bid amount. If a bidder submits an electronic bid and an incomplete manual bid, the electronic bid will be used in the tabulation of the total bid amount.

If a bidder submits two or more manual bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

C. Rounding of Unit Prices. The FBGPTRA will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each Item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next

highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

D. Interpretation of Unit Prices. The FBGPTRA will make a documented determination of the unit bid price for tabulation purposes if a unit bid price is illegible. The FBGPTRA's determination will be final.

E. Consideration of Unit Prices. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of \$0.00, will be tabulated as one-tenth of a cent (\$0.001).

The FBGPTRA will consider proposals where unit bid prices have been left blank incomplete and nonresponsive. If a proposal has a regular and a corresponding alternate Item or group of Items, the bid will be considered complete if:

- the regular Item or group of regular Items has unit prices entered, or
- the alternate Item or group of alternate Items has unit prices entered.

The bid will be considered incomplete and nonresponsive if:

- a regular Item or group of regular Items is left blank, and
- a corresponding alternate Item or group of alternate Items is left blank.

F. Consideration of Alternate Items. The FBGPTRA will make two calculations using one-tenth of a cent (\$0.001) for each Item if:

- a regular Item or a group of Items have an entry such as no dollars and no cents, zero dollars and zero cents, or numerical entries of \$0.00, and
- a corresponding alternate Item or group of Items, have an entry such as no dollars and no cents, zero dollars and zero cents, or numerical entries of \$0.00.

The FBGPTRA will select the regular Item or Items or the alternate Item or Items at the FBGPTRA's discretion if both the regular and alternate bid results in the same cost to the State.

The FBGPTRA will use the unit price that is greater than zero for bid tabulation if:

- a unit price greater than zero has been entered for either a regular bid or a corresponding alternate Item or group of Items, and
- an entry of no dollars and no cents, zero dollars and zero cents, or a numerical entry of \$0.00 has been entered for the other corresponding Item or group of Items.

If a unit price has been entered for both the regular Item and a corresponding alternate Item, the FBGPTRA will select the option (regular or alternate) that results in the lowest cost to the State. The FBGPTRA will select the regular Item or Items or the alternate Item or Items at the FBGPTRA's discretion if both the regular and alternate bid results in the same cost to the State.

G. Special Item Considerations.

1. Rubber Additives. For proposed Contracts without federal funds, if an alternate Item for “Hot Asphalt-Rubber Surface Treatments” or “Hot Mix Asphalt Concrete Pavement” which contains ground tire rubber is shown in the bid form and the Bidder bids that alternate Item, the amounts bid for “Hot Asphalt-Rubber” and “Aggregate” or “Hot Mix Asphalt Concrete” will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for “Hot Asphalt-Rubber” and “Aggregate” or “Hot Mix Asphalt Concrete” will be at the actual unit prices bid.

2. “Buy America.” For proposed Contracts where unit bid prices are submitted for both domestic and foreign steel or iron materials, the total bid amount will be calculated using both the domestic and foreign steel unit bid prices. If the total bid amount using the foreign steel or iron materials is the low bid, and the lowest bid using domestic steel or iron materials exceeds the low bid using foreign steel or iron materials by 25% or more, the apparent low Bidder will be the bid using foreign steel or iron materials. If the difference between the low bid using foreign steel or iron materials and the lowest bid using domestic steel or iron materials is less than 25%, the apparent low Bidder will be the bid using domestic steel or iron materials.

3. Home State Bidding Preference. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the total bid amount will be based upon the reverse application of the non-resident Bidder’s home state bidding preference, if any.

2.15. Consideration of Bid Errors. The FBGPTRA will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the FBGPTRA within 5 business days after the date the bid is opened.
- Identify the Items of work involved and include bidding documentation. The FBGPTRA may request clarification of submitted documentation.

The FBGPTRA will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material Item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the FBGPTRA will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is relet. Rejection of bids due to the Contractor’s bid error may result in the application of sanctions by the FBGPTRA.

2.17. Electronic Bidding. The FBGPTRA will not be responsible for Internet unavailability. The FBGPTRA will not provide a computer for preparing, submitting, revising or withdrawing an electronic bid.

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
SPECIAL PROVISION TO ITEM 3**

For this project, the following sections of the Texas Standard Specifications (“TSS”) are hereby modified with respect to the clauses cited below and no other clauses or requirements of the TSS are waived or changed hereby.

Article 3.1. Award of the Contract. The first paragraph is voided and replaced by the following:

The Authority will award, reject, or defer the Contract within 60 days after the opening of the proposal. The Authority reserves the right to reject any or all proposals and to waive technicalities in the best interest of the County.

Article 3.4.B. Bonds. Is supplemented by the following:

Performance Bond and Payment Bond forms provided by the Authority must be completed.

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
SPECIAL PROVISION TO ITEM 4**

For this project, the following sections of the Texas Standard Specifications (“TSS”) are hereby modified with respect to the clauses cited below and no other clauses or requirements of the TSS are waived or changed hereby.

Article 4.2. Changes in the Work. The first paragraph is supplemented by the following:

The Contractor is responsible for notifying the sureties of any changes to the contract.

Article 4.2. Changes in the Work. The sixth paragraph is voided and replaced by the following:

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

**Table 1
Quantity-Based Price Adjustment Factors**

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

Article 4.2. Changes in the Work is supplemented by the addition of the following:

For purposes of extra work, the following individuals have the authority shown to approve extra work. The Authority has no obligation to pay for extra work unless the Contractor secures written authorization executed by the appropriate person prior to commencement of the work. Extra work may not be split or severed to avoid the requirements of this section.

Mike Stone (Operations Manager) or Bill Jameson (General Manager): \$ 50,000 or less

Board of Directors: greater than \$ 50,000

Article 4.4. Requests and Claims for Additional Compensation The Article is deleted and replaced with the following:

In the event the Contractor requests additional compensation for work not clearly covered in the contract, the contractor shall notify the Authority in writing of his intention to make a claim for additional compensation before beginning such work, within 21 days of the day Contractor knows or should have known of such claim. The Contractor must provide a written estimate of the amount of the claim or assessment of damages within 30 days of timely notice of the claim.

If such notice is not given, then the Contractor waives his right to file a claim for such work. Notice of such claim by the Contractor and the documentation of the cost of the claim work by Contractor shall not be construed as proof or substantiation of the validity of such claim. All such claims must be approved in writing by the Board of Directors of the Authority.

No claims for delay damages may be made nor will the Authority ever be obligated to pay delay damages. Contractor's sole remedy for damages caused by delay is an extension of the contract time. This limitation applies to delay caused by the Authority and delay caused by third parties only. Contractor will not be entitled to extension of time for delays resulting in whole or part from the Contractor's actions or omissions.

Item 4 is supplemented by the addition of the following Article

Article 4.7. Change Orders. The unit prices Bid shall govern for additions to, or deductions from the Contract. If materials or labor are required for which no unit price is bid, the price shall be that reached by agreement by the Authority and the Contractor after definite evidence is furnished by the Contractor to the Authority that the price is the current prevailing price in the area. If the Authority and the Contractor cannot agree, the Engineer shall determine the price for changes.

No compensation shall be allowed under a Change Order for any person not actively engaged in the performance of the specified work.

No extra work shall be paid for without an approved Change Order prior to the start of the extra work.

If additional time is required by reason of the Change, the number of days for completion provided for in this Contract shall be adjusted at the time the Change Order is entered into, and if no adjustment is made on the Change Order form, any additional time is to be considered waived by the Contractor.

Any extension of time given shall not release the Contractor or the Surety from their Performance and Payment Bonds or from all obligations hereunder, which shall remain in full force until the discharge of the Contract.

All time limits stated in the Contract Documents are the essence of the agreement. The provisions of this Article 4.7 shall not exclude recovery of damage (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs for delay by either party.)

SPECIAL PROVISION

006---030

Control of Materials

For this project, Item 006, "Control of Materials," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 6.9. Recycled Materials is voided and replaced by the following:

The Department will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling. Use nonhazardous recyclable materials (NRMs) only if the Specification for the Item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that Specification.

Article 6.10. Hazardous Materials is voided and replaced by the following:

Use materials that are free of hazardous materials as defined in Item 1, "Definition of Terms."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the Department may contain hazardous materials. Except in the case of Section 6.10.A.1.a, "Cleaning and Painting Steel" below, the Department is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Department as indicated below. The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Department, except in the case of Section 6.10.A.1.a.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

A. Painted Steel Requirements. As shown on the plans, existing paint on steel may contain hazardous materials. Perform work in accordance with the following:

1. Removing Paint from Steel.

- a. **Cleaning and Painting Steel.** For contracts that are primarily for painting existing steel, perform the work in accordance with Item 446, "Cleaning and Painting Steel."
 - b. **Other Contracts.** For all other projects when an existing paint must be removed to perform other work, perform paint removal work in accordance with Item 446, "Cleaning and Painting Steel" unless the paint is shown or determined to contain hazardous materials. If the paint is shown or determined to contain hazardous materials, the Department will provide for a separate contractor to remove paint prior to or during the Contract to allow dismantling of the steel for the Contractor's salvaging, reuse, or recycling or where paint must be removed to perform other work. For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations. Coordinate with the separate contractor for stripping work to be performed during the Contract.
2. **Removal and Disposal of Painted Steel.** For Contracts where painted steel is to be removed and disposed of by the Contractor, painted steel may be reused or disposed of at a steel recycling or smelting facility. If the paint is shown or determined to contain hazardous materials, maintain and make available to the Engineer invoices and other records showing the reuse owner or for recycling, records obtained from the recycling or smelting facility showing the received weight of the steel and the facility name. Painted steel to be retained by the Department will be shown on the plans.
- B. Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At these locations or at locations where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor during the Contract. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Department sufficient time to abate the asbestos.

When the work by a separate contractor for removal of paint or asbestos abatement is to be performed during the Contract, provide traffic control as shown on the plans and coordinate and cooperate with the separate contractor. Continue other work detailed in the plans not directly involved in the paint removal or asbestos abatement work. Coordinate with the Department the timing of the separate contractor's work in advance in order to allow the Department to schedule work with the separate contractor. Work for the traffic control and other work will not be paid for directly but will be subsidiary to pertinent Items.

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
SPECIAL PROVISION TO ITEM 7
LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

For the Work, Item 7 of the Texas Standard Specifications is hereby modified with respect to the clauses sited below and no other clauses or requirements of this item are waived or changed hereby.

Article 7.1, Laws to be Observed, is supplemented by the addition of the following:

It is the intent of the Authority that all construction work shall be accomplished with minimum disturbance and inconvenience to the public.

The operation of heavy construction equipment over adjacent streets shall be avoided to the greatest extent practicable. If such operation is unavoidable, care shall be taken to prevent the creation of any nuisance, including, but not limited to, the tracking of dirt or the blowing of dust from uncovered loads.

If sites, buildings, and locations of historical, archaeological, educational, or scientific interests are discovered after construction operations are begun, operation in that particular area shall cease immediately and the sites, buildings, or location shall be investigated or evaluated by the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA). An extension of time will be granted, if necessary, for delays caused by these investigations and evaluations. It is specifically understood, however, that if the Contractor is delayed by virtue of an investigation and evaluation that this delay will not be considered as basis for claim for damages or additional compensation of any kind by the Contractor and that an extension of time will be sole remedy of Contractor for such delay.

Article 7.4, Insurance and Bonds is voided and replaced by the following:

1. The Contractor shall not commence work until he has furnished the Authority with satisfactory proof of insurance of such character and in such amounts as set forth herein.
 - a. Procurement. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Contract, procure such endorsements as may be necessary to cause Contractor's insurance to comply with the Contract, and shall obtain such other casualty insurance as Contractor may deem necessary for protection of potential liabilities or Contractor's property. If Contractor fails to procure and maintain in force the insurance required, Authority may, but is not required to, procure the same at Contractor's sole expense. In all events, Contractor shall be liable for all loss caused by its failure to comply with these requirements.

Provision of the required insurance coverages and the actual certificates is a condition precedent to the obligations of Authority under the Contract, and if Contractor shall at any time fail to provide the required insurance coverages, such failure shall constitute a material breach of Contractor's obligations under this Contract.

Contractor agrees to procure and to maintain in full force and effect, at Contractor's sole expense, insurance of the types set forth below, underwritten by insurance companies satisfactory to Authority and having an A.M. Best's Rating of not less than "A- VII":

- i. Workers' Compensation and Employers' Liability. Contractor shall carry statutory Workers' Compensation Insurance covering Contractor's employees in compliance with all requirements of the Texas Workers' Compensation Act, as further described in these Special Conditions below. Contractor shall also carry Employer's Liability Insurance in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- ii. General Liability Insurance. Contractor shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- iii. Automobile Liability Insurance. Contractor shall carry Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office, on all owned or hired autos, as well as non owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

- iv. Excess Liability Insurance. Contractor shall carry Excess Liability Insurance that follows the form of the underlying primary liability insurance required by Sections 1.a.ii and 1.a.iii, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such excess liability insurance shall name Authority and Engineer as additional insureds in accordance with Section 1.b.i, and shall contain language waiving or otherwise relinquishing any "other insurance" limitation or right of contribution by other insurance that may be maintained by Authority or Engineer.

- v. Pollution Liability. Insurance for preparatory work related to potentially contaminated areas, in the amount required by Authority.
- vi. Railroad Crossings. Contractor's construction activities may require the crossing of railroad properties and tracks. Contractor shall issue to owners of such railroad properties written description of planned activities and timing, shall obtain owner's permission and shall comply with owner's insurance and other requirements. Contractor shall conduct his operations on railroad properties in such a manner as not to interfere with, hinder or obstruct the railroad companies in any manner. Operations on railroad properties may require Contractor to execute a right of entry agreement with the particular owner. Whenever work under the Contract involves construction activities that require the Contractor's employees, agents subcontractors equipment and materials to cross or temporarily occupy railroad properties and tracks, the Contractor shall secure and maintain in his own name types of insurance to minimum amounts as required by owners of such railroad properties and tracks in companies satisfactory to the Authority and to the railroad companies.

b. Required Endorsements.

- i. Additional Insured. To the fullest extent allowed by applicable Laws and Regulations, Contractor shall name the Indemnified Parties as additional insureds to the same extent as Contractor is required to indemnify the Indemnified Parties pursuant to the Contract. Such additional insured coverage shall be to the full extent of the limits of liability on all policies of liability insurance (other than Worker's Compensation and Employers' Liability insurance) maintained in force or procured by Contractor during the Work, and shall cause such insurance to provide, if necessary by endorsement, that each such policy shall respond as primary insurance and shall not contribute with or apply as excess over any other valid and collectible other insurance that may be maintained by Authority or Engineer. In addition, Contractor shall cause the insurance required by Sections 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v to provide or be endorsed to provide that such insurance applies separately to each insured against whom claim is made or suit is brought.
- ii. Waiver of Subrogation. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against the Indemnified Parties, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Work to provide, if necessary by endorsement, that each such insurer fully waives subrogation against Authority and Engineer. The insurance as to which subrogation waiver is required includes, but is not limited to, that required by Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v. Contractor hereby waives and releases all Claims it may have against the Indemnified Parties to the extent any of such Claims are covered by insurance required to be furnished by Contractor or any Subcontractors hereunder, whether or not Contractor actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE,

GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT, OF AN INDEMNIFIED PARTY.

- iii. Notice of Modification/Cancellation. All policies for which any Indemnified Parties are named insureds or additional insureds shall be endorsed to require the insurer to provide such named insured and additional insureds with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. For policies on which an Indemnified Party is neither a named insured nor an additional insured, Contractor shall provide such Indemnified Party with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.
- c. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies maintained by Contractor, including insurance required hereunder, shall be assumed by, for the account of, and at the Contractor's sole risk and expense, and shall not be billed to or payable by Authority.
- d. Certificates of and Proof of Insurance. Contractor shall furnish Authority with certificates of insurance showing Contractor's procurement of the insurance required hereunder, in compliance with Applicable Laws and Regulations. Contractor agrees to review each certificate, and hereby warrants to Authority the accuracy of all information shown on each Certificate furnished. In addition, Contractor, upon request, shall promptly:
 - i. Permit Authority to inspect the originals of all required insurance at the offices of Contractor or its insurance broker;
 - ii. Provide copies of all required insurance to Authority; and
 - iii. Authorize Authority to communicate directly (by telephone, email, or in person) with Contractor's insurance broker for the purpose of verifying Contractor's compliance with these requirements or to answer questions concerning Contractor's insurance.
- e. Claims-Made Insurance. If the insurance required hereunder is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of Contractor's performance hereunder.
- f. Insolvency of Insurer and Reinstatement of Impaired Limits. In the event of the insolvency of any insurer underwriting any insurance required hereunder, Contractor shall replace such insurance with insurance meeting the requirements hereof. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give Authority prompt notice

of the impairment and promptly cause such impaired limits to be reinstated to the required limits.

- g. Subcontractors' Insurance. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v and of 1.b.i and 1.b.ii above. In addition, subcontractors shall comply with Section 1.a.v, if applicable.
- h. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Contract and shall continue until thirty (30) calendar days after completion of all Work or services to be provided hereunder, including the performance of any warranty work. In addition, Contractor shall maintain in force and effect completed operations coverage under the insurance policies required by paragraphs 1.a.ii and 1.a.iv, and any "claims-made" coverage within paragraph 1.e, for a minimum of two (2) years after Final Completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- i. No Waiver by Authority. Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply certificates of insurance that comply with Section 1.d, above, or the failure of Authority to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions, or deficiencies in the insurance obtained, shall not constitute a waiver by Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Contract, including Contractor's obligations to defend, indemnify, and hold harmless Authority, as required herein.
- j. Minimum Limits. The foregoing insurance requirements are minimum requirements intended to benefit Authority and Engineer, shall not be interpreted to limit Contractor's liability to Authority in any manner whatsoever; and, are separate from and independent of Contractor's other obligations under this Contract, including Contractor's obligations to defend, indemnify and hold harmless Authority.

Article 7.8. Hauling and Loads on Roadways and Structures is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Article 7.12, Responsibility of Damage Claims is voided and replaced by the following:

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS FORT BEND GRAND

PARKWAY TOLL ROAD AUTHORITY, THE PROJECT ENGINEER, THE SECTION ENGINEER(S), THE CONSTRUCTION PHASE ENGINEER, AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FINES, FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

(I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF ANY CONTRACTOR PARTIES, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF AN INDEMNIFIED PARTY; AND

(II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY BREACH OF THIS CONTRACT, OR THE BREACH OF ANY COMMON LAW DUTY, OR THE VIOLATION OF ANY STATUTE OR REGULATION BY THE CONTRACTOR PARTIES IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK, IN EACH INSTANCE, EVEN IF DUE IN PART TO THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF AN INDEMNIFIED PARTY, PROVIDED, HOWEVER, THAT CONTRACTOR’S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF DAMAGES, INJURIES, EXPENSES, DEMANDS, CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS AND FEES CAUSED BY THE INDEMNIFIED PARTIES.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS “EXPRESS NEGLIGENCE RULE” BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES. THE TERM “FAULT” IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE INDEMNIFIED PARTIES OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR ASSUMES NO RESPONSIBILITY FOR THE TIMELY DELIVERY AND ADEQUACY, ACCURACY AND/OR SUFFICIENCY OF THE PLANS, SPECIFICATIONS, OR DRAWINGS PRODUCED BY FBCTRA'S ENGINEERS, AND IT SHALL NOT BE LIABLE TO THE

FBCTRA FOR DAMAGES RESULTING FROM ERRORS, INCONSISTENCIES OR OMISSIONS IN SUCH PLANS, SPECIFICATIONS, OR DRAWINGS.

THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY OTHER PROVISION OF THIS CONTRACT OR BY ANY LIMITATIONS ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR PARTIES UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFITS ACTS.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

In the event that any statute, rule of law or equitable principle should be held applicable to any indemnity clause contained in this Contract in favor of one or more of the Indemnified Parties which would render void, voidable, or unenforceable any such indemnity clause as to any party by reason of any provisions contained therein, then and in only such event, such indemnity clause shall be deemed modified and read, construed and enforced as to such party with respect to the provisions held to violate the statute, rule of law or equitable principle to require indemnity by Contractor of the Indemnified Parties to the fullest extent required by such indemnity provision modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute, rule of law or equitable principle, but otherwise, the indemnity shall remain in full force and effect and binding upon the parties hereto.

Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."

If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the Contract shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.

Contractor shall include in each of its subcontracts with its subcontractors of every tier provisions the same as in all material respects those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such subcontractors may agree.

Article 7.14. Contractor's Responsibility for Work, Section B. Appurtenances is voided and replaced by the following:

B. Appurtenances.

1. Unreimbursed Repair. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.14.B.2, "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the contractor retains replaced appurtenances after completion of the project, the Department will limit the reimbursement to the cost that is above the salvage value at the end of the project.

2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7.14.A, "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

Article 7.14, Contractor's Responsibility for Work, is supplemented by the addition of the following paragraph:

- G. Contractor shall be responsible for any damage and/or delay to work performed by any other independent Contractor of the FBGPTRA which is proximately caused by the negligence or willful act of the Contractor, his agents, employees, subcontractors and invitees.

Article 7.15. Electrical Requirements, Section A. Definitions, Section 3. Certified Person is voided and replaced by the following:

3. Certified Person. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations" or other courses as approved by the Traffic Operations Division. Submit a current and valid TRF certification upon request. On June 1, 2011, Texas Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will no longer be accepted. All TRF 450 certifications that have been issued for "TxDOT Roadway Illumination and Electrical Installations" course that expire before June 1, 2011 will be accepted until June 1, 2011.

Article 7.15. Electrical Requirements, Section A. Definitions, Section 4. Licensed Electrician is voided and replaced by the following:

4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

Article 7.17, Personal Liability of Public Officials, is revised to read in its entirety as follows:

7.17 Personal Liability. In carrying out provisions of the Contract Documents or in exercising any power or authority granted there under, there shall be no liability for the Project Engineer, the Section Engineer(s), Construction Phase Engineer, their respective officers, employees, subcontractors, or authorized assistants, either personally or otherwise, as they are agents and representatives of the Authority, and there shall be no liability, either personal or otherwise for any member of the Commissioners' Court, of the FBGPTRA or any of the FBGPTRA's officers, employees, or consultants. Neither the Contract Document nor FBGPTRA's or Contractor's course of conduct shall be deemed to create the relationship of principal and agent by and between the FBGPTRA and the Contractor.

Article 7.19. Preservation of Cultural and Natural Resources and the Environment is supplemented by the following:

G. Asbestos Containing Material. In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Department of demolition or renovation to the structures listed in the plans at least 30 calendar days prior to initiating demolition or renovation of each structure or load

bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days prior to initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Department will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4, "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

Item 7 is supplemented by the addition of the following Articles:

Article 7.20 Contractor's Responsibility of Safety.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions at the job site, including the safety of all persons and property during performance of the Work. The requirement will apply continuously and shall not be limited to normal working hours.

Article 7.21 Third Party Beneficiary.

The Contract shall not create any rights in third parties and no provision of the Contract shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Authority, the Indemnified Parties, and the Contractor. Without limiting the foregoing, the Authority shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's subcontractors or material suppliers of every tier or to any other person or entity.

Article 7.22 Indemnification and Hold Harmless for Telecommunications.

The contractor shall indemnify and hold harmless the FBGPTRA from and against all costs, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs and expense) arising out of any act or omission of the contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on the FBGPTRA/TxDOT property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on the FBGPTRA/TxDOT property. Contractor shall not have or seek recourse against the FBGPTRA for any claim or cause of property. Contractor shall not have or seek recourse

against the FBGPTRA for any claim or cause of action alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using the FBGPTRA/TxDOT property or a customer or user of services of the fiber optic cable on the FBCTRA/TxDOT property.