

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The Parties to this agreement are:

Owner:

FORT BEND COUNTY TOLL ROAD AUTHORITY,  
a political subdivision of the State of Texas.  
c/o The Muller Law Group, PLLC  
16555 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479

Contractor:

Main Lane Industries, Ltd.  
14115 Luthe Rd, Suite 100 Houston, TX 77039  
Houston, TX 77039

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Parties, for and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing event date herewith, the Contractor and Owner hereby agree as follows:

Scope of Work:

Contractor shall commence and complete the Work generally described as follows:

For the Construction of Westbound Entrance Ramp at Mason Road  
(Project No. 101-1040)  
Fort Bend Westpark Tollway  
for Fort Bend County Toll Road Authority,  
Fort Bend County, Texas,  
according to those particular Plans and Technical Specifications (each as defined below)  
prepared by Half Associates, Inc. (“Engineer”)

and all extra work in connection therewith, as agreed to by the Parties hereof (“Extra Work”), under the terms as stated in this Agreement and the Contract Documents (as defined herein), and, at Contractor’s own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Specifications and Bid attached hereto and in accordance with the contract documents, including, but not limited to, invitation to bidders, instructions to bidders, all documents referenced in the Governing Specifications and Special Provisions, General Notes, plans, and other drawings and printed or written explanatory matter thereof (collectively, “Plans”), and the Specifications and Bid and other technical specifications (collectively, “Technical Specifications”), on file with Engineer (collectively, “Contract Documents”). Contractor represents and warrants to the Owner that it has carefully examined this

Agreement and all other Contract Documents, which are made a part of the Agreement, and is thoroughly familiar therewith.

Under this Agreement and the Contract Documents, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction of the Work as described in the Technical Specifications and as shown on the Plans. The completed Work shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the Work to Owner in operating condition.

The Work, in general, under the Agreement includes:

1. Construction of the construction of the westbound entrance ramp along the Fort Bend Westpark Tollway at Mason Road.

Time for Completion:

The Contractor hereby agrees to begin work within **10 calendar days** after Engineer has given written Notice to Proceed. Contractor hereby also agrees to achieve Final Acceptance (as defined in Section 12 of Item 5 of the Texas Department of Transportation's Items 1-9, General Requirements and Covenants) of the Work within **200 calendar days** after the date of the written Notice to Proceed.

Surety Bonds Required:

It is further agreed by the parties to this Agreement that Contractor will execute:

- a Payment Bond in the sum of 100% of the initial Contract Price (as defined herein), if the initial Contract Price is \$25,000 or more
- AND
- a Performance Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$100,000 or more,

for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Agreement on the forms provided for this purpose; and it is agreed that this Agreement shall not be in effect until such Bonds are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised Bonds for such increased Contract Price. Contractor's failure to provide compliant Bonds may be grounds for immediate termination regardless of whether the Contractor has started the Work.

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by applicable laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 370 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of the

agent's authority to act must accompany all Bonds signed by an agent. Surety must have a minimum Best's Key Rating of "B+". If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to the underwriting limitation.

For bonds over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The person executing the Bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

The person executing the Bonds must be authorized by the surety company to execute the Bonds on behalf of the company in the amount required for this Agreement and such authorization must be recorded in the files of the Texas Department of Insurance. This Agreement shall not be in effect until such Bonds have been provided by the Contractor and accepted by the Owner.

If the surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state where any part of the project is located, or it ceases to meet the requirements herein, Contractor shall promptly notify Owner and Engineer, and shall, within 10 calendar days after the event giving rise to such notification, provide another Bond and surety to fulfill the required obligations.

Contract Price:

The Contract Price for this Work is Eight Hundred Sixty Thousand Nine Hundred Ninety-Six Dollars and Fifty Cents (\$860,996.50). The initial Contract Price may increase or decrease due to Change Orders and the Contract Price Adjustment as provided by this Agreement and the Contract Documents.


Owner agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of the Owner. Failure by Owner to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due.

Contractor and Owner agree that time is of the essence of this Agreement. Therefore, Contractor and Owner agree that for each and every calendar day the Work or any portion thereof shall remain incomplete after the expiration of the time limits set in the Agreement, or as extended under the provisions of the Contract Documents, the Contract Price will decrease by \$500.00 for Final Acceptance ("Contract Price Adjustment"). The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such amount from the Contractor or the sureties on the Contractor's performance bond.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

Owner

By:   
Bobbie (Aug 27, 2020 09:16 CDT)

Name: Bobbie A. Tallas

Title: Vice Chairman

Main Line Industries, Ltd.  
Contractor

By: 

Name: Anthony Colombo

Title: President

(The following to be executed if Contractor is a Corporation)

I, \_\_\_\_\_ certify that I am the secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of Contractor, was then \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

**FORT BEND COUNTY TOLL ROAD AUTHORITY** **PERFORMANCE BOND**

**PERFORMANCE BOND**

STATE OF TEXAS Contract Date \_\_\_\_\_  
COUNTY OF Fort Bend Date Bond Executed 7/24/2020  
PRINCIPAL Main Lane Industries, Ltd., 14115 Luthe Rd., Suite 100, Houston, TX 77039

SURETY Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155

OWNER Fort Bend County Toll Road Authority, a political subdivision of the State of Texas, c/o The Muller Law Group, PLLC, 16555 Southwest Freeway, Suite 200, Sugar Land, Texas 77479

PENAL SUM OF BOND (in words and figures) Eight Hundred Sixty Thousand Nine Hundred Ninety Six and 50 /100<sup>th</sup> Dollars (\$ 860,996.50 ), being 100 percent of the Contract Price.

CONTRACT for Westbound Entrance Ramp at Mason Road (Project No. 101-1040) for Fort Bend \_\_\_\_\_  
\_\_\_\_\_ County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

**FORT BEND COUNTY TOLL ROAD AUTHORITY**

**PERFORMANCE BOND**

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Main Lane Industries, Ltd  
PRINCIPAL  
By [Signature]  
Name Anthony Colombo  
Title President  
Address 14115 Lurbe Rd, Ste 100  
Houston, TX 77039

ATTEST  
By [Signature]  
Name Heather Maldonado  
Title Administrator

(SEAL)

Hartford Fire Insurance Company  
SURETY  
By [Signature]  
Name Susan L. Small  
Title Attorney-in-fact  
(SEAL)

ATTEST  
By [Signature]  
Name Meagan Kress  
Title Surety Administrator

Physical Address:  
One Hartford Plaza  
Hartford, CT 06155  
Mailing Address:  
One Hartford Plaza  
Hartford, CT 06155  
Telephone: (248) 822-6456

Local Recording Agent Personal Identification Number:  
N/A

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)

**Surety must attach its original Power of Attorney to this bond.**



**FORT BEND COUNTY TOLL ROAD AUTHORITY**

**PAYMENT BOND**

**PAYMENT BOND**

STATE OF TEXAS Contract Date \_\_\_\_\_

COUNTY OF Fort Bend Date Bond Executed 7/24/2020

PRINCIPAL Main Lane Industries, Ltd., 14115 Luthe Rd., Suite 100, Houston, TX 77039

SURETY Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155

OWNER Fort Bend County Toll Road Authority, a political subdivision of the State of Texas, c/o The Muller Law Group, PLLC, 16555 Southwest Freeway, Suite 200, Sugar Land, Texas 77479

PENAL SUM OF BOND (in words and figures) Eight Hundred Sixty Thousand Nine Hundred Ninety Six and 50 /100<sup>th</sup> Dollars (\$ 860,996.50 ), being 100 percent of the Contract Price.

CONTRACT for Westbound Entrance Ramp at Mason Road (Project No. 101-1040) for Fort Bend County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, dated the same date as this bond, which Contract is incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated material performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

**FORT BEND COUNTY TOLL ROAD AUTHORITY**

**PAYMENT BOND**

Main Lane Industries, Ltd.

PRINCIPAL

By [Signature]

Name Anthony Colombo

Title President

Address 14115 Luthe Road, Suite 100

Houston, TX 77039

ATTEST

By [Signature]

Name Heather Maldonado

Title Administrator

(SEAL)

Hartford Fire Insurance Company

SURETY

By [Signature]

Name Susan L. Small

Title Attorney-In-Fact

(SEAL)

ATTEST

By [Signature]

Name Meagan Kress

Title Surety Administrator

Physical Address:  
One Hartford Plaza  
Hartford, CT 06155

Mailing Address:  
One Hartford Plaza  
Hartford, CT 06155

Telephone: (248) 822-6456

Local Recording Agent Personal Identification Number:  
N/A

**Surety must attach its original Power of Attorney to this bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the bond on behalf of Principal, was then \_\_\_\_\_ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP  
 Agency Code: 35-351225

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Susan L. Small of Farmington Hills MI, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Robert Trobec of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Kathleen T. Maynard*  
 Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **July 24th, 2020**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford**  
**Hartford Financial Products**  
**2 Park Avenue, 5<sup>th</sup> Floor**  
**New York, New York 10016**  
**1-212-277-0400**

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

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for your information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford**  
**Hartford Financial Products**  
**2 Park Avenue, 5<sup>th</sup> Floor**  
**New York, New York 10016**  
**1-212-277-0400**

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para propósito de informacion y no se convierte en parte o condicion del documento adjunto.

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

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# SPECIFICATIONS AND BID

FOR

FORT BEND COUNTY TOLL ROAD AUTHORITY  
FORT BEND WESTPARK TOLLWAY

For the Construction of Westbound Entrance Ramp at Mason  
Road

(Project No. 101-1040)

Notice To Bidder:

ALL BIDS ARE TO BE SUBMITTED TO THE FORT BEND  
COUNTY TOLL ROAD AUTHORITY, C/O BGE, INC., 10777  
WESTHEIMER, SUITE 400, HOUSTON, TEXAS, 77042 BY  
11:00 A.M. ON TUESDAY, FEBRUARY 18, 2020.

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

Main Lane Industries, Ltd.

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BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ 860,996.50

FORT BEND COUNTY, TEXAS

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## SALES TAX EXEMPTION

### NOTICE TO CONTRACTORS

The Contractor's attention is directed to TEX. TAX CODE ANN. 151.311, which was amended by the Texas Legislature, effective October 1, 1993.

Under Section 151.311, as amended, tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of real property for an organization such as Fort Bend County Toll Road Authority (FBCTRA) is exempt from the payment of sales and use tax thereon when the property is incorporated into the realty in the performance of the contract. Building materials, etc., are exempt from tax if they are: (1) necessary and essential for the performance of the contract; and (2) completely consumed at the job site (i.e., after being used once for their intended purpose they are used up or destroyed). Items that can be re-used on other jobs are not tax exempt.

Services purchased by a contractor are also tax exempt, where: (1) the contract is for an improvement to real estate for an exempt organization; and (2) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or (3) the service is integral to the performance of the contract.

Machinery and equipment, including repair and replacement parts for the same, are not tax exempt when used in the performance of a contract for the improvement of real estate for FBCTRA.

The Contractor should be aware that the Texas Comptroller of Public Accounts issues rules interpreting applicable provisions of the tax code from time to time. The rules should be consulted when answering specific questions. The Contractor can obtain additional information concerning the applicable sales and use tax, as well as sales tax permits and information regarding resale certificates, from the State Comptroller's Office, at (800) 252-5555.

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 100       | 6002       | PREPARING ROW<br><u>four thousand</u> DOLLARS<br>and <u>zero</u> CENTS                | STA  | 16                 |                |
|      | 104       | 6001       | REMOVING CONC (PAV)<br><u>ten</u> DOLLARS<br>and <u>zero</u> CENTS                    | SY   | 610                |                |
|      | 104       | 6009       | REMOVING CONC (RIPRAP)<br><u>ten</u> DOLLARS<br>and <u>zero</u> CENTS                 | SY   | 229                |                |
|      | 104       | 6037       | REMOVE CONC (RAIL)<br><u>SIX</u> DOLLARS<br>and <u>zero</u> CENTS                     | LF   | 870                |                |
|      | 110       | 6001       | EXCAVATION (ROADWAY)<br><u>twenty five</u> DOLLARS<br>and <u>zero</u> CENTS           | CY   | 1,597              |                |
|      | 132       | 6002       | EMBANKMENT (FINAL)(DENS CONT)(TY A)<br><u>twenty</u> DOLLARS<br>and <u>zero</u> CENTS | CY   | 61                 |                |
|      | 160       | 6003       | FURNISHING AND PLACING TOPSOIL (4")<br><u>three</u> DOLLARS<br>and <u>zero</u> CENTS  | SY   | 2,388              |                |
|      | 162       | 6002       | BLOCK SODDING<br><u>three</u> DOLLARS<br>and <u>zero</u> CENTS                        | SY   | 2,388              |                |
|      | 166       | 6001       | FERTILIZER<br><u>eight hundred fifty</u> DOLLARS<br>and <u>zero</u> CENTS             | AC   | 1                  |                |

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 168       | 6001       | VEGETATIVE WATERING<br><u>twenty</u> DOLLARS<br>and <u>zero</u> CENTS                                   | MG   | 60                 |                |
|      | 260       | 6006       | LIME TRT (EXST MATL) (6")<br><u>five</u> DOLLARS<br>and <u>zero</u> CENTS                               | SY   | 2,909              |                |
|      | 260       | 6012       | LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)<br><u>one hundred seventy five</u> DOLLARS<br>and <u>zero</u> CENTS | TON  | 40                 |                |
|      | 276       | 6224       | CEM TRT(PLNT MX) (CL N)(TY E)(GR 4)(6")<br><u>fifteen</u> DOLLARS<br>and <u>zero</u> CENTS              | SY   | 2,909              |                |
|      | 292       | 6017       | ASPHALT STAB BASE (GR 4)(PG 64)<br><u>one hundred</u> DOLLARS<br>and <u>zero</u> CENTS                  | TON  | 160                |                |
|      | 360       | 6003       | CONC PVMT (CONT REINF - CRCP) (9")<br><u>eighty</u> DOLLARS<br>and <u>zero</u> CENTS                    | SY   | 1,157              |                |
|      | 360       | 6006       | CONC PVMT (CONT REINF - CRCP) (12")<br><u>ninety</u> DOLLARS<br>and <u>zero</u> CENTS                   | SY   | 1,546              |                |
|      | 400       | 6005       | CEM STABIL BKFL<br><u>sixty</u> DOLLARS<br>and <u>zero</u> CENTS  | CY   | 9                  |                |
|      | 400       | 6009       | CEMENT STAB BACKFILL (INLET OR MH)<br><u>sixty</u> DOLLARS<br>and <u>zero</u> CENTS                     | CY   | 20                 |                |

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 402       | 6001       | TRENCH EXCAVATION PROTECTION<br><u>one</u> DOLLARS<br>and <u>zero</u> CENTS               | LF   | 50                 |                |
|      | 416       | 6018       | DRILL SHAFT (SIGN MTS) (24 IN)<br><u>one hundred</u> DOLLARS<br>and <u>zero</u> CENTS     | LF   | 14                 |                |
|      | 432       | 6009       | RIPRAP (CONC) (CL B) (4")<br><u>five hundred</u> DOLLARS<br>and <u>zero</u> CENTS         | CY   | 80                 |                |
|      | 450       | 6054       | RAIL (TY SSTR) (W/DRAIN SLOTS)<br><u>one hundred</u> DOLLARS<br>and <u>zero</u> CENTS     | LF   | 870                |                |
|      | 464       | 6005       | RC PIPE (CL III)(24 IN)<br><u>three hundred</u> DOLLARS<br>and <u>zero</u> CENTS          | LF   | 10                 |                |
|      | 465       | 6167       | INLET (COMPL)(TY AD)<br><u>five thousand</u> DOLLARS<br>and <u>zero</u> CENTS             | EA   | 1                  |                |
|      | 465       | 6282       | INLET (STAGE II)(TY AD)(SPECIAL)<br><u>five thousand</u> DOLLARS<br>and <u>zero</u> CENTS | EA   | 1                  |                |
|      | 479       | 6006       | ADJUSTING INLET (CAP)<br><u>one thousand</u> DOLLARS<br>and <u>zero</u> CENTS             | EA   | 2                  |                |
|      | 479       | 6007       | ADJUSTING MANHOLES(CAP)<br><u>one thousand</u> DOLLARS<br>and <u>zero</u> CENTS           | EA   | 1                  |                |

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 496       | 6003       | REMOV STR (MANHOLE)<br><u>five hundred</u> DOLLARS<br>and <u>zero</u> CENTS                     | EA   | 1                  |                |
|      | 500       | 6001       | MOBILIZATION<br><u>seventy five thousand</u> DOLLARS<br>and <u>zero</u> CENTS                   | LS   | 1                  |                |
|      | 502       | 6001       | BARRICADES, SIGNS AND TRAFFIC HANDLING<br><u>five thousand</u> DOLLARS<br>and <u>zero</u> CENTS | MO   | 4                  |                |
|      | 506       | 6020       | CONSTRUCTION EXITS (INSTALL) (TY 1)<br><u>twenty five</u> DOLLARS<br>and <u>zero</u> CENTS      | SY   | 78                 |                |
|      | 506       | 6024       | CONSTRUCTION EXITS (REMOVE)<br><u>fifteen</u> DOLLARS<br>and <u>zero</u> CENTS                  | SY   | 78                 |                |
|      | 506       | 6038       | TEMP SEDMT CONT FENCE (INSTALL)<br><u>two</u> DOLLARS<br>and <u>zero</u> CENTS                  | LF   | 1,775              |                |
|      | 506       | 6039       | TEMP SEDMT CONT FENCE (REMOVE)<br><u>zero</u> DOLLARS<br>and <u>fifty</u> CENTS                 | LF   | 1,775              |                |
|      | 506       | 6040       | BIODEG EROSN CONT LOGS (INSTL) (8")<br><u>four</u> DOLLARS<br>and <u>zero</u> CENTS             | LF   | 56                 |                |
|      | 506       | 6041       | BIODEG EROSN CONT LOGS (INSTL) (12")<br><u>SIX</u> DOLLARS<br>and <u>twenty five</u> CENTS      | LF   | 72                 |                |

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS  | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|--|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |  |      |                    |                |
|      | 506       | 6043       | BIODEG EROSN CONT LOGS (REMOVE)<br><u>one</u> DOLLARS<br>and <u>zero</u> CENTS                       | LF   | 128                |                |
|      | 512       | 6001       | PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)<br><u>sixty</u> DOLLARS<br>and <u>zero</u> CENTS              | LF   | 1,380              |                |
|      | 512       | 6049       | PORT CTB (REMOVE)(SGL SLP)(TY 1)<br><u>five</u> DOLLARS<br>and <u>zero</u> CENTS                     | LF   | 1,380              |                |
|      | 529       | 6005       | CONC CURB (MONO) (TY II)<br><u>five</u> DOLLARS<br>and <u>zero</u> CENTS                             | LF   | 794                |                |
|      | 545       | 6005       | CRASH CUSH ATTEN (REMOVE)<br><u>five hundred</u> DOLLARS<br>and <u>zero</u> CENTS                    | EA   | 1                  |                |
|      | 545       | 6007       | CRASH CUSH ATTEN (INSTL)(L)(N)(TL3)<br><u>fifteen thousand</u> DOLLARS<br>and <u>zero</u> CENTS      | EA   | 2                  |                |
|      | 636       | 6002       | ALUMINUM SIGNS (TY G)<br><u>twenty six</u> DOLLARS<br>and <u>zero</u> CENTS                          | SF   | 87                 |                |
|      | 644       | 6002       | IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)<br><u>four hundred eighty</u> DOLLARS<br>and <u>zero</u> CENTS | EA   | 4                  |                |
|      | 644       | 6039       | IN SM RD SN SUP&AM TYS80(1)SB(P)<br><u>six hundred sixty</u> DOLLARS<br>and <u>zero</u> CENTS        | EA   | 1                  |                |

FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 647       | 6001       | INSTALL LRSS (STRUCT STEEL)<br><u>five</u> DOLLARS<br>and <u>zero</u> CENTS                   | LB   | 453                |                |
|      | 666       | 6036       | REFL PAV MRK TY I (W)8"(SLD)(100MIL)<br><u>one</u> DOLLARS<br>and <u>sixty five</u> CENTS     | LF   | 1,160              |                |
|      | 666       | 6303       | RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)<br><u>zero</u> DOLLARS<br>and <u>fifty five</u> CENTS | LF   | 930                |                |
|      | 666       | 6315       | RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)<br><u>zero</u> DOLLARS<br>and <u>fifty five</u> CENTS | LF   | 640                |                |
|      | 672       | 6010       | REFL PAV MRKR TY II-C-R<br><u>five</u> DOLLARS<br>and <u>zero</u> CENTS                       | EA   | 58                 |                |
|      | 677       | 6001       | ELIM EXT PAV MRK & MRKS (4")<br><u>zero</u> DOLLARS<br>and <u>thirty five</u> CENTS           | LF   | 880                |                |
|      | 678       | 6001       | PAV SURF PREP FOR MRK (4")<br><u>zero</u> DOLLARS<br>and <u>five</u> CENTS                    | LF   | 1,570              |                |
|      | 678       | 6004       | PAV SURF PREP FOR MRK (8")<br><u>zero</u> DOLLARS<br>and <u>fifteen</u> CENTS                 | LF   | 1,160              |                |
|      | 678       | 6033       | PAV SURF PREP FOR MRK (RPM)<br><u>zero</u> DOLLARS<br>and <u>fifty</u> CENTS                  | EA   | 58                 |                |

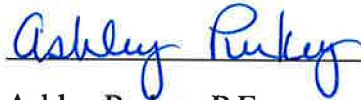
FORT BEND WESTPARK TOLLWAY  
WESTBOUND ENTRANCE RAMP AT MASON ROAD

| ALT. | ITEM-CODE |            | UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS   | UNIT | APPROX. QUANTITIES | DEPT. USE ONLY |
|------|-----------|------------|---|------|--------------------|----------------|
|      | ITEM NO.  | DESC. CODE |   |      |                    |                |
|      | 6185      | 6002       | TMA (STATIONARY)<br><br>two hundred _____ DOLLARS<br>and zero _____ CENTS                               | DAY  | 40                 |                |
|      | F001      |            | FORCE ACCOUNT - LAW ENFORCEMENT AND SAFETY<br><br>TWENTY THOUSAND _____ DOLLARS<br>and ZERO _____ CENTS | LS   | 1                  |                |

Highway Fort Bend Westpark Tollway  
Westbound Entrance Ramp at Mason  
County Fort Bend

The enclosed Texas Department of Transportation Specifications, Special Provisions, General Notes and Specifications 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.

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Ashley Purkey, P.E.  
Halff Associates, Inc.  
Engineer of Record

Date: 01-24-2020



**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**General Notes:**

**General:**

Unless otherwise shown on the plans, RAP generated by this project will become the property of the Contractor for use in the current construction project or in future projects.

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.

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 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

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.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

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.

Tolls incurred by the Contractor are incidental to the various bid items.

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

**General: Site Management**

Mow the grass and weeds within the project limits a maximum of 3 times a year as directed. This work is subsidiary to the various bid items.

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.

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 District 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 approved equal:

**County:** Houston District**Control:** 1-17-19**Highway:** 2014 Houston**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.

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

**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 causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

At least 48 hours before starting work, make arrangements for locating existing Department-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling the Department's Houston District Traffic Signal Operations Office at 713-802-5663 to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

County: Houston District

Control: 1-17-19

Highway: 2014 Houston

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 Department.

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

**Item 5: Control of Work**

Earthwork cross sections are included in the project plans.

**Table 2****2014 Construction Specification Required Shop/Working Drawing Submittals - Consultant Generated Plans**

| Spec Item No.'s | Product  | Submittal Required | Approval Required (Y/N) | Contractor/Fabricator P.E. Seal Required | Reviewing Party | Shop or Working Drawing (Note 1) |
|-----------------|--|--------------------|-------------------------|--|-----------------|----------------------------------|
| 450             | Railing  | Y                  | Y                       | N  | D               | SD                               |
| 465             | Pre-cast Junction Boxes, Grates, and Inlets  | Y                  | Y                       | N  | D               | SD                               |
| 465             | Pre-cast Junction Boxes, Grates, and Inlets (Alternate Designs Only, calcs req'd.) | Y                  | Y                       | Y  | D               | SD                               |
| 644             | Special Non-Standard Supports (Bridge Mounts, Barrier Mounts, Etc.)                | Y                  | Y                       | Y  | D               | SD                               |
| 647             | Large Roadside Sign Supports   | Y                  | Y                       | Y  | D               | SD                               |

Notes:

1. Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

**Key to Reviewing Party**

|  |
|--|
| D – Consultant: Submit to Engineer of Record at <a href="mailto:aPurkey@Half.com">aPurkey@Half.com</a> |
|--|

**Item 7: Legal Relations and Responsibilities**

- a. 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

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

permit area. Maintain copies of their determinations for review by the Department or any regulatory agency.

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 Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

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

No significant traffic generator events have been identified.

#### **Item 8: Prosecution and Progress**

Create and submit a project schedule for approval. Maintain project schedule.

The Department will not adjust the number of days for the project and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the time determination schedule.

Working days will be computed and charged based on a standard workweek in accordance with Section 8.3.1.4 The Lane Closure Assessment Fee is \$500.00. This fee applies to the Contractor for closures or obstructions that overlap into restricted hour traffic for each hour or portion thereof, per lane, regardless of the length of lane closure or obstruction. For Restricted Hours subject to Lane Assessment Fee refer to the Item, "Barricades, Signs, and Traffic Handling."

#### **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 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."

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**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 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.

The total excavation quantity shown on the plans includes the quantity for excavating to 2 ft. behind the back of the proposed curb.

**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.

For unpaved areas, 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. Topsoil work is paid under the Item, "Topsoil."

**Item 162: Sodding for Erosion Control**

**Item 166: Fertilizer**

**Item 168: Vegetative Watering**

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

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**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.

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 260.4.3.2, "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.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**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 276.4.3, "Compaction." Place the courses in the same working day unless otherwise approved.

Use Class N Cement Treatment containing 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.

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:

| <b>Curing Material</b> | <b>Application</b>               |
|------------------------|----------------------------------|
| 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.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

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 50 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 1-2. 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 Department 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 Department 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, 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.

Meet the following additional requirements if the base and ACP are salvaged from other Department projects:

1. Obtain written approval before using the material.
2. Salvage and stockpile by approved methods.
3. Stockpile the material for exclusive use by the Department.

**Item 292: Asphalt Treatment (Plant-Mixed)**

Unless otherwise shown on the plans, RAP generated by this project will become the property of the Contractor for use in the current construction project or in future projects.

**County:** Houston District**Control:** 1-17-19**Highway:** 2014 Houston

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:

| <b>Sieve<br/>Size</b> | <b>Percent Passing<br/>Grade 4 (Bondbreaker)</b> |
|-----------------------|--|
| 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 bituminous mix incorporating 3.5 to 7 percent asphaltic binder by dry weight.

For nominal aggregate size less than 0.5 in., design the mix in accordance with test method TEX-204-F. The minimum stability in accordance with TEX-208-F is 30 percent with a laboratory molded density of 96 percent plus or minus 1.5 percent.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

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 292.4.5, "Compaction."

**Item 360: Concrete Pavement**

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, "Conc Curb (Mono) (Ty II)."

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 Mix Design Option 1 as specified in Section 421.4.2.6.1.

Perform saw cutting as shown on the plans in accordance with Section 360.4.10, "Sawing Joints." This saw cutting is subsidiary to this bid Item.

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

**Items 360, 420, and 421: All Concrete Items**

For the Department's concrete cylinder split samples, transport the test cylinders to the appropriate Area Laboratory, when applicable. Transporting the test cylinders is subsidiary to the various bid items.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**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 Department 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 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, do not exceed the manufacturer's recommended dosage.

**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 Substructures" 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.

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.

**Item 465: Junction Boxes, 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.

Construct manholes and inlets in graded areas, first 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 and inlets to the finished elevation when completing the grading work for such manholes and 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.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

### **Items 496: Removing Structures**

Do not permit debris resulting from the structure removal or construction activities to enter a natural or manmade waterway such as drainage channels, rivers, streams, bays, etc. Remove debris which falls into such waterways. This work is subsidiary to the Item, "Removing Structures."

### **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 Area Engineer and the Project Manager. 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 Area 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."

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.

**County:** Houston District**Control:** 1-17-19**Highway:** 2014 Houston

Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

**One Lane Closure**

| <b>Day</b> | <b>Daytime Closure Hours</b> | <b>Nighttime Closure Hours</b> | <b>Restricted Hours Subject to Lane Assessment Fee</b> |
|------------|------------------------------|--------------------------------|--|
| Monday     | 9:00 AM – 3:00 PM            | 8:00 PM – 6:00 AM              | 6:00 AM – 9:00 AM<br>3:00 PM – 8:00 PM                 |
| Tuesday    | 9:00 AM – 3:00 PM            | 8:00 PM – 6:00 AM              | 6:00 AM – 9:00 AM<br>3:00 PM – 8:00 PM                 |
| Wednesday  | 9:00 AM – 3:00 PM            | 8:00 PM – 6:00 AM              | 6:00 AM – 9:00 AM<br>3:00 PM – 8:00 PM                 |
| Thursday   | 9:00 AM – 3:00 PM            | 8:00 PM – 6:00 AM              | 6:00 AM – 9:00 AM<br>3:00 PM – 8:00 PM                 |
| Friday     | 9:00 AM – 3:00 PM            | 8:00 PM – 6:00 AM              | 6:00 AM – 9:00 AM<br>3:00 PM – 8:00 PM                 |
| Saturday   | *                            | *                              | N/A  |
| Sunday     | *                            | *                              | N/A  |

\* As approved by the Engineer.

**County:** Houston District**Control:** 1-17-19**Highway:** 2014 Houston**Full Closure (Roadway / Ramps / Direct Connector)**

| Day       | Daytime Closure Hours | Nighttime Closure Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------|-----------------------|-------------------------|---|
| Monday    | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Tuesday   | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Wednesday | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Thursday  | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Friday    | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Saturday  | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |
| Sunday    | Not Allowed           | Not Allowed             | 12:00AM - 11:59 PM                              |

The above times are approved for the traffic control conditions listed. The Area Engineer may approve other closure times if traffic counts warrant. The Area Engineer may reduce the above times for special events.

**Item 506: Temporary Erosion, Sedimentation and Environmental Controls**

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 SWP3 used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SWP3. Implement temporary and permanent erosion control measures to comply with the National Pollution Discharge Elimination System (NPDES) general permit under the Clean Water Act.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

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 Traffic Barrier**

Contractor must provide Standard Height Portable Traffic Barriers (including J-J Hook and Safety Shape) used for traffic handling.

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

After completing the project, contractor must remove Standard Height Portable Traffic Barriers (including J-J Hook and Single Slope) used for traffic handling.

**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 421.2.6 of the Item, "Hydraulic Cement Concrete."

**Item 545: Crash Cushion Attenuators**

After completing the project, return remaining unused crash cushion attenuators units to the Area Office Maintenance yard or as directed, at no cost to the Department.

A MASH compliant crash cushion attenuator is required for every temporary and permanent installation.

**Item 585: Ride Quality for Pavement Surfaces**

To eliminate the need for corrective action due to excessive deviations in the final surface layers, exercise caution to ensure satisfactory profile results in the intermediate paving layers (mixture).

Milling will not be allowed as a corrective action for excessive deviations in the final surface layer of hot-mix asphalt.

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.

**Item 644: Small Roadside Sign Assemblies**

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

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

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

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

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.

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

**Item 662: Work Zone Pavement Markings**

At the end of each workday, 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.

**Item 662: Work Zone Pavement Markings**

**Item 666: Reflectorized Pavement Markings**

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.

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

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

Stripe all 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.

**County:** Houston District

**Control:** 1-17-19

**Highway:** 2014 Houston

**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.

Do not clean concrete pavement by grinding.

**Item 6185: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)**

A shadow vehicle with Truck Mounted Attenuators (TMA) is required as shown on the appropriate Traffic Control Plan (TCP) sheets. Truck Mounted Attenuators must meet the requirements of the Compliant Work Zone Traffic Control Device List.

Level 3 Compliant TMAs are required for this project.

Do not use Trailer Attenuators for this project.

The Contractor is responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMAs needed on the project.

**County:** Houston District**Control:** 1-17-19**Highway:** 2014 Houston**Basis of Estimate**

| Item | Description                            | Limit and Rate                                    | Unit |
|------|--|---|------|
| 260  | Lime Treatment (Road-Mixed)            |   | SY   |
|      | For materials used as subgrade *       |   |      |
|      | 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)        | 110 Lb. / Sq. Yd.-In.                             | TON  |
|      | Asphalt                                | 5 % by weight                                     |      |
|      | Aggregate                              | 95 % by weight                                    |      |

\* 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 November 1, 2014. 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 (4) (5) (6)  |
| Item 104   | Removing Concrete (9)   |
| Item 110   | Excavation (9) (132)  |
| Item 132   | Embankment (7) (9) (100) (204) (210) (216) (260) (400)                                    |
| Item 160   | Topsoil (7) (168)   |
| Item 162   | Sodding for Erosion Control (166) (168)   |
| Item 166   | Fertilizer (520)  |
| Item 168   | Vegetative Watering   |
| Item 260   | Lime Treatment (Road-Mixed) (4) (132) (204) (210) (216) (300) (310) (520)                 |
| Item 276   | Cement Treatment (Plant-Mixed) (4) (9) (204) (210) (216) (247) (300) (520)                |
| Item 292   | Asphalt Treatment (Plant-Mixed) (300) (301) (320) (520) (585)                             |
| Item 360   | Concrete Pavement (421) (438) (440) (529) (585)   |
| Item 400   | Excavation and Backfill for Structures (7) (9) (110) (132) (402) (416) (420) (421)        |
| Item 402   | Trench Excavation Protection  |
| Item 416   | Drilled Shaft Foundations (9) (405) (420) (421) (440) (448)                               |
| Item 432   | Riprap (420) (421) (440)  |
| Item 450   | Railing (9) (420) (421) (422) (424) (440)   |
| Item 464   | Reinforced Concrete Pipe (9) (400) (402)  |
| Item 465   | Junction Boxes, Manholes, and Inlets (400) (420) (421) (424) (440) (471)                  |
| Item 479   | Adjusting Manholes and Inlets (400) (421) (465) (471)                                     |
| Item 496   | Removing Structures   |
| Item 500   | Mobilization  |
| Item 502   | Barricades, Signs, and Traffic Handling (5) (9)   |
| Item 506   | Temporary Erosion, Sedimentation, and Environmental Controls                              |
| Item 512   | Portable Traffic Barrier (420) (421) (424) (440)  |
| Item 529   | Concrete Curb, Gutter, and Combined Curb and Gutter (360) (420) (421) (440)               |
| Item 545   | Crash Cushion Attenuators (421)   |
| Item 636   | Signs (9) (643)   |
| Item 644   | Small Roadside Sign Assemblies (421) (440) (441) (442) (445) (636) (643) (656)            |
| Item 647   | Large Roadside Sign Supports and Assemblies (9) (416) (421) (440) (441) (442) (445) (636) |
| Item 666   | Retroreflectorized Pavement Markings (9) (316) (502) (662) (677) (678)                    |
| Item 672   | Raised Pavement Markers (9) (677) (678)   |

- Item 677 Eliminating Existing Pavement Markings and Markers (9) (300) (302)  
(316)  
Item 678 Pavement Surface Preparation for Markings (9) (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 (FBCTRA)  
Special Provision 000-658 Schedule of Liquidated Damages  
Special Provision to Item 2 Instructions to Bidders (FBCTRA)  
Special Provision to Item 3 Award and execution of the Contract (FBCTRA)  
Special Provision to Item 4 Scope of Work (FBCTRA)  
Special Provision to Item 5 005-002, 005-003  
Special Provision to Item 7 Legal Relations and Responsibilities to the Public (FBCTRA), 007-001  
Special Provision to Item 8 008-003, 008-017, 008-033  
Special Provision to Item 9 Measurement and Payment (FBCTRA)  
Special Provision to Item 6185 6185-002

**SPECIAL SPECIFICATIONS**

All Special Specifications are included herein.

- Item 6185 Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20200038 01/03/2020

Superseded General Decision Number: TX20190038

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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |

\* SUTX2011-013 08/10/2011

|   | Rates    | Fringes |
|---|----------|---------|
| CEMENT MASON/CONCRETE<br>FINISHER<br>(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<br>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<br>Finishing Machine.....                       | \$ 13.07 |         |
| Concrete Paving, Curing,<br>Float, Texturing Machine....          | \$ 11.71 |         |
| Concrete Saw.....   | \$ 13.99 |         |
| Crane, Hydraulic 80 Tons<br>or less.....                          | \$ 13.86 |         |
| Crane, Lattice boom 80<br>tons or less.....                       | \$ 14.97 |         |
| Crane, Lattice boom over<br>80 Tons.....                          | \$ 15.80 |         |
| Crawler Tractor.....  | \$ 13.68 |         |
| Excavator, 50,000 pounds<br>or less.....                          | \$ 12.71 |         |
| Excavator, Over 50,000<br>pounds.....                             | \$ 14.53 |         |
| Foundation Drill, Crawler<br>Mounted.....                         | \$ 17.43 |         |

|  |          |
|--|----------|
| Foundation Drill, Truck Mounted.....             | \$ 15.89 |
| Front End Loader 3 CY or Less.....               | \$ 13.32 |
| Front End Loader, Over 3 CY. Loader/Backhoe..... | \$ 13.17 |
| Mechanic.....                                    | \$ 14.29 |
| Milling Machine.....                             | \$ 16.96 |
| Motor Grader, Fine Grade....                     | \$ 13.53 |
| Motor Grader, Rough.....                         | \$ 15.69 |
| Off Road Hauler.....                             | \$ 14.23 |
| Pavement Marking Machine....                     | \$ 14.60 |
| Piledriver.....                                  | \$ 11.18 |
| Roller, Asphalt.....                             | \$ 14.95 |
| Roller, Other.....                               | \$ 11.95 |
| Scraper.....                                     | \$ 11.57 |
| Spreader Box.....                                | \$ 13.47 |
|  |          |
| Servicer.....                                    | \$ 13.58 |
|  |          |
| Steel Worker                                     |          |
| Reinforcing Steel.....                           | \$ 13.97 |
| Structural Steel Welder....                      | \$ 15.15 |
| Structural Steel.....                            | \$ 12.85 |
|  | \$ 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 |

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### 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.

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END OF GENERAL DECISION

**FORT BEND COUNTY 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.”

# Special Provision to Item 000

## Schedule of Liquidated Damages



**Table 1**  
**Schedule of Liquidated Damages**

| For Dollar Amount of Original Contract |                  | Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day |
|--|------------------|---|
| From More Than                         | To and Including |   |
| 0                                      | 100,000          | 570   |
| 100,000                                | 500,000          | 590   |
| 500,000                                | 1,000,000        | 610   |
| 1,000,000                              | 1,500,000        | 685   |
| 1,500,000                              | 3,000,000        | 785   |
| 3,000,000                              | 5,000,000        | 970   |
| 5,000,000                              | 10,000,000       | 1,125   |
| 10,000,000                             | 20,000,000       | 1,285   |
| 20,000,000                             | Over 20,000,000  | 2,590   |

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

**FORT BEND COUNTY TOLL ROAD AUTHORITY**  
**SPECIAL PROVISION TO ITEM 2**  
**INSTRUCTIONS TO BIDDERS**

Item 2, “Instructions to Bidders,” of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements are waived or changed.

Except for Section 1, the remainder of Item 2 is voided and replaced by the following:

**Section 2, Eligibility of Bidders.** For this project, the Fort Bend County Toll Road Authority (FBCTRA) 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.

**Section 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 FBCTRA 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 FBCTRA 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.

**Section 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.

**Section 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 FBCTRA in the preparation of plans. This information is provided for the Bidder's information only and the FBCTRA 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 FBCTRA issued addenda are binding. Request explanations of documents in adequate time to allow the FBCTRA to reply before the bid opening date.

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

**Section 6, Preparing the Bid.** Prepare the bid on the form furnished by the FBCTRA. Bid forms may be printed or electronic (if permitted). 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 Section 11, "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.

**Section 7, Nonresponsive Bids.** A bid that has one or more of the deficiencies listed below is nonresponsive and will not be considered.

- The person or, in the case of a manually submitted joint venture bid, persons did not sign the bid form.
- The proposal guaranty did not comply with the requirements contained in Article 2.8, "Bid Guaranty."
- The bid was in a form other than the official bid form issued to the Bidder or Bidders.

- 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.
- The bid form submitted had the incorrect number of Items.
- 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.
- The Bidder was not authorized to receive a bid form under Article 2.3, “Issuing Bid Forms.”
- The Bidder failed to acknowledge receipt of all addenda issued.
- 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.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid form.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The FBCTRA 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.

## **Section 8, Electronic Bid (if permitted).**

**Section 8.1. Electronic Bid Form (if permitted).** Use the electronic bid form in CivCast. Acknowledge an addendum by initialing each addendum listed under the addenda tab in CivCast.

**Article 8.2. Bid Guaranty.** 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 FBCTRA.

**Article 8.3. Electronically Submitted Bids (if permitted).** 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.

**Article 8.4. Revising Bid Forms.** 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.

**Article 8.4.1. After Bid Opening.** Revisions to bids are not allowed after the time and date set for the opening.

**Article 8.5. Withdrawing 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 FBCTRA will accept a request from any person authorized to bind a party to the joint venture to withdraw a bid.

**Article 8.6.** The FBCTRA will not be responsible for Internet unavailability. The FBCTRA will not provide a computer for preparing, submitting, revising or withdrawing an electronic bid.

## **Section 9, Printed Bid.**

**Article 9.1. Printed Bid Form.** 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.

**Article 9.2. 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.

**Article 9.2.1. Guaranty Check.** The guaranty check must be payable to the Fort Bend County 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 FBCTRA will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.

**Article 9.2.2. 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.

**Article 9.3. Submittal of Bid.** 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.

**Article 9.4. Revising Bid Forms.** Revisions to bids will be handled as follows:

**Article 9.4.1. Before Submission.** Make desired changes to the printed bid form in ink and initial the changes.

**Article 9.4.2. 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 FBCTRA will not make revisions to a bid on behalf of a Bidder.

**Article 9.4.3. After Bid Opening.** Revisions to bids are not allowed after the time and date set for the opening.

**Article 9.5. Withdrawing Bids.** Submit a signed written request to the Letting Official. The FBCTRA 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 FBCTRA will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

**Section 10, 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.

**Section 11, Tabulating Bids.**

**Article 11.1. Official Total Bid Amount.** The FBCTRA 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 11.5.3., "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.

**Article 11.2. 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.

**Article 11.3. Rounding of Unit Prices.** The FBCTRA 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.

**Article 11.4. Interpretation of Unit Prices.** The FBCTRA will make a documented determination of the unit bid price for tabulation purposes if a unit bid price is illegible. The FBCTRA's determination will be final.

**Article 11.5. 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 FBCTRA 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.

**Article 11.5.1. Consideration of Alternate Items.** The FBCTRA 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 FBCTRA will select the regular Item or Items or the alternate Item or Items at the FBCTRA's discretion if both the regular and alternate bid results in the same cost to the State.

The FBCTRA 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 FBCTRA will select the option (regular or alternate) that results in the lowest cost to the State. The FBCTRA will select the regular Item or Items or the alternate Item or Items at the FBCTRA's discretion if both the regular and alternate bid results in the same cost to the State.

### **Article 11.5.2. Special Item Considerations.**

**Article 11.5.2.1. 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.

**Article 11.5.2.2. "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.

**Article 11.5.2.3. 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.

**Section 12, Consideration of Bid Errors.** The FBCTRA 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 FBCTRA within 5 business days after the date the bid is opened.
- Identify the Items of work involved and include bidding documentation. The FBCTRA may request clarification of submitted documentation.

The FBCTRA 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 FBCTRA 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 FBCTRA.

**Section 13, Gratuities.** Do not offer FBCTRA 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."

END OF SPECIAL PROVISION

**FORT BEND COUNTY TOLL ROAD AUTHORITY**

**SPECIAL PROVISION TO ITEM 3**

**AWARD AND EXECUTION OF CONTRACT**

Item 3, “Award and Execution of Contract,” of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements are waived or changed.

**Section 1, “Award of the Contract,”** is voided and replaced in its entirety as follows:

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 4.2., “Bonds,”** is supplemented by the following:

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

**FORT BEND COUNTY TOLL ROAD AUTHORITY**  
**SPECIAL PROVISION TO ITEM 4**  
**SCOPE OF WORK**

Item 4, "Scope of Work," of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements are waived or changed.

**Section 4, "Changes in the Work,"** is supplemented by 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 (Chief Operating Officer): \$ 50,000 or less

Board of Directors: greater than \$ 50,000

**Article 4.1., "Change Orders,"** is added as follows:

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 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.)

**Section 6, “Requests for Additional Compensation and Damages,”** is revised by removing the first two paragraphs and replacing as follows:

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.

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## Special Provision to Item 5

### Control of the Work

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Item 5, "Control of the Work," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 5.1, "Authority of Engineer,"** is voided and replaced by the following.

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department's administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor's failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

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## Special Provision to Item 5

### Control of the Work

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Item 5, "Control of the Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 5.4, "Coordination of Plans, Specifications, and Special Provisions," the last sentence of the last paragraph is replaced by the following:**

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

**FORT BEND COUNTY TOLL ROAD AUTHORITY**  
**SPECIAL PROVISION TO ITEM 7**  
**LEGAL RELATIONS AND RESPONSIBILITIES**

Item 7, “Legal Relations and Responsibilities,” of the Texas Department of Transportation Standard Specifications is hereby modified with respect to the clauses cited below. No other clauses or requirements are waived or changed.

**Section 3, “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 County Toll Road Authority (FBCTRA). 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.

**Section 6, “Personal Liability of Public Officials,”** is revised to read in its entirety as follows:

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, the FBCTRA, or any of the FBCTRA’s officers, employees, or consultants. Neither the Contract Document nor FBCTRA’s or Contractor’s course of conduct shall be deemed to create the relationship of principal and agent by and between the FBCTRA and the Contractor.

**Article 7.7.2, “Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3),”** is voided and replaced by the following:

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

**Section 15, “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 COUNTY 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.

## Special Provision to Item 7

### Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

#### Section 7.2.6.5, "Training," is supplemented by the following:

Coordinate enrollment, pay associated fees, and successfully complete Department-approved Training or Contractor-developed Training. Training is valid for the period prescribed by the provider. If no training period is prescribed by the provider, then training is valid for 3 yrs. from the date of completion. The Engineer may require training at a frequency in lieu of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

**2.6.5.1. Department-approved Training.** Department-approved training is listed below. For Section 7.2.6.5.1.4., "Other Work Zone Personnel", the Contractor may use Contractor-developed Training in lieu of Department-approved Training.

#### 2.6.5.1.1 Contractor Responsible Person and Alternate.

| Provider  | Course Title  |
|---|---|
| American Traffic Safety Services Association                          | Traffic Control Supervisor  |
| National Highway Institute <sup>1</sup>                               | Design and Operation of Work Zone Traffic Control, Work Zone Traffic Control for Maintenance Operations |
|   |   |
| Texas Engineering Extension Service                                   | Work Zone Traffic Control for CRPs  |
| University of Texas Arlington,<br>Division for Enterprise Development | Traffic Control Supervisor  |

1. Both classes are required in order to equal the level of training taught in a single class by other providers.

#### 2.6.5.1.2. Flagger Instructor Training.

| Provider   | Course Title                                     |
|--|--|
| American Traffic Safety Services Association                             | Flagging Instructor Training                     |
| Texas Engineering Extension Service                                      | Train-the-Trainer Flaggers                       |
| National Safety Council  | Flagger Instructor Training                      |
| University of Texas at Arlington,<br>Division for Enterprise Development | Certified Instructor: Qualified Flagger Training |

**Flagger Training.**

| Provider   | Course Title                                  |
|--|---|
| Texas Engineering Extension Service                                      | Flaggers in the Work Zone                     |
| National Safety Council  | Work Zone Flagger (Flagger Novice)            |
| University of Texas Arlington,<br>Division for Enterprise Development    | Flaggers in Work Zones                        |
| University of Texas at Arlington,<br>Division for Enterprise Development | Work Zone Traffic Control & Qualified Flagger |
| Associated Builders and Contractors,<br>Austin Chapter                   | Flagger Training                              |

**2.6.5.1.3. Law Enforcement Personnel.**

| Provider                   | Course Title  |
|----------------------------|---|
| National Highway Institute | Safe and Effective Use of Law Enforcement Personnel in Work Zones |

**2.6.5.1.4. Other Work Zone Personnel.**

| Provider   | Course Title   |
|--|--|
| American Traffic Safety Services Association                             | Traffic Control Technician                                       |
| Texas Engineering Extension Service                                      | Work Zone Traffic Control  |
| National Highway Institute   | Maintenance of Traffic for Technicians                           |
| National Highway Institute   | Maintenance Training Series: Basics of Work Zone Traffic Control |
| University of Texas at Arlington,<br>Division for Enterprise Development | Temporary Traffic Control  |

**2.6.5.2. Contractor-developed Training.** Develop and deliver Contractor-developed Training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training in lieu of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

**2.6.5.2.1 Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

**2.6.5.2.2 Other Work Zone Personnel Minimum Requirements.** Contractor-developed Training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics:

- The Life You Save May Be Your Own (or other similar company safety motto)
- Purpose of the Training
  - It's The Law

- To make work zones safer for workers and motorist
  - To understand what is needed for traffic control
  - To save lives including your own
- Personal and Co-Worker Safety
- High Visibility Safety Apparel: Discuss compliant requirements; Inspect regularly for fading and reduced reflective properties; If night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; If moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
  - Blind Areas: A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the “Circle of Safety” around equipment and vehicles; Use of spotters; Maintain eye contact with equipment operators; Use of hand signals.
  - Runovers and Backovers: Remain alert at all times; Keep a safe distance from traffic; Avoid turning your back to traffic and if you must then use a spotter; Stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect 4+ feet when struck by a vehicle.
  - Look out for each other, warn co-workers
  - Be courteous to motorists
  - Do not run across active roadways
  - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
  - Workers must be made aware of company distracted driving policies
- Night Time Operations: Focus should be placed on projects with a nighttime element.
- Traffic Control Training: Basics of Traffic Control.
- Identify Work Zone Traffic Control Supervisor and other appropriate persons to report issues to when they arise.
  - Work Zone Traffic Control Devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discussion on various types of traffic control devices to be used and where spacing requirements can be found.
  - Channelizing Devices and Barricades with slanted stripes: Stripes are to slant in the direction you want traffic to stay or move to; Demonstrate this with a device.
  - Traffic Queuing: Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
  - Signs: Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.

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## Special Provision to Item 8 Prosecution and Progress

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Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 8.1., "Prosecution of Work."** The first sentence of the first paragraph is voided and replaced by the following:

Begin work 90 calendar days after the authorization date to begin work. Do not begin work before or after this period unless authorized in writing by the Engineer.

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## Special Provision to Item 8

### Prosecution and Progress

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Item 8, "Prosecution and Progress," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 8.6., "Failure to Complete Work on Time,"** is supplemented by the following:

**8.6.1. Lane Closure Assessment Fees.**

Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak hour traffic for each hour or portion thereof, per lane, regardless of the length of lane closure or obstruction.

**8.6.1.1. Definition of Terms.** For this Contract the following definitions apply:

**8.6.1.1.1 Hour.** Any continuous 60 min. period or portion of a continuous 60 min. period beginning at that point when a lane(s) is closed or obstructed by the Contractor's operations.

**8.6.1.1.2. Assessment Fee.** The amount shown in the proposal, representing the average hourly cost of interference and inconvenience to the road user for each lane closed or obstructed during peak hour traffic.

**8.6.1.1.3. Closure or Obstruction.** When the Contractor's operations result in a useable lane width of the travelway or shoulder less than that specified in the plan documents.

**8.6.1.1.4. Peak Hour Traffic Times.** Schedule of days and times described in the General Notes, when lane closures or obstructions are not allowed.

**8.6.1.2. Fee Calculation and Collection.** The assessment fee will be deducted from the amount due the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closure(s) or obstruction(s) for calculating the assessment fee. The assessment fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

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## Special Provision to Item 8 Prosecution and Progress

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Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

**Article 8.7.2., "Wrongful Default,"** is revised and replaced by the following:

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 "Termination of Contract."

**FORT BEND COUNTY TOLL ROAD AUTHORITY**  
**SPECIAL PROVISION TO ITEM 9**  
**MEASUREMENT AND PAYMENT**

Item 9, "Measurement and Payment," of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements are waived or changed.

**Section 6, "Payment for Material on Hand (MOH),"** is supplemented by the following:

The Contractor shall furnish an affidavit that the material is stored in a bonded facility approved by the Fort Bend County Toll Road Authority (FBCTRA). The estimate shall be made and included for 75 percent of the invoice material cost and invoice freight cost of materials involved after the Contractor has furnished the engineer with a copy of the paid invoices. Only materials requiring approved shop drawings, or where shop drawings are permitted due to quantities of units or because of stage construction, which are completely constructed and/or fabricated on the Contractor's order for a specific project, and on which an approved Test Report has been issued are eligible.

**Section 8, "Retainage,"** is voided and replaced in its entirety as follows:

The Authority will withhold 5.0 percent retainage from the total amount approved for payment until the completion and final acceptance. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

The retainage will be released after all submittals are received and final quantities have been determined.

**Article 9.7.1.1., "Labor,"** is voided and replaced in its entirety as follows:

The Contractor will receive an additional 15% as compensation based on the total wages paid said laborers and foremen. For cost of premiums on public-liability and workers compensation insurance, social security and unemployment insurance taxes, an amount equal to 55 percent of the sum of the labor cost, excluding the 15 percent compensation provided above, will be paid to the Contractor.

**Article 9.7.1.3., "Materials,"** is voided and replaced in its entirety as follows:

The Contractor will receive the actual cost, including freight charges, of the materials used on such work to which cost will be added a sum equal to 15 percent thereof as compensation.

**Section 10, "Final Payment,"** is supplemented by the following:

The Contractor shall after completion of his contract submit his final estimate for quantities installed during the construction period and the value thereof at the Contract unit prices.

The Engineer shall approve and submit the final estimate to the Commissioners' Court and the County shall at such time or within thirty (30) days from and after the date of said estimate as the County may elect, pay the entire sum so found to be due after audit and approval by the County Auditor, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. It is mutually agreed between the parties to the Contract that no estimate or payment made under the Contract, except the final payment, shall exclude any claim of the County or shall constitute conclusive evidence of acceptable performance of the Contract either wholly or in part by the County; and no payments shall be construed to be an acceptance of any defective work or improper materials, or a release from any claims for damages. The Contractor hereby further agrees that the payment of the final amount due under the Contract and adjustment and payment of the bill rendered for any work done in accordance with any alterations to the Contract on a Change In Contract form shall release the County and the Engineer from any and all claims or liability on account of work performed under the Contract or alterations thereof. The Contractor agrees to examine the final estimate and, if he finds it correct, to execute thereon his release in full of all claims due by Fort Bend County, and to certify under oath to the payment by him of all claims against him for labor, materials, and supplies furnished by the Contractor by all persons and firms in the performance of the Contract.

**Section 11, "Electronic Wire Transfers,"** is added as follows:

If the Contractor requests in writing to the Engineer, the Authority will make payments via electronic wire transfer.

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# Special Provision to Special Specification 6185

## Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

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Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" 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.

**Article 4. "Measurement"**, is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

# Special Specification 6185

## Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)




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### 1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

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### 2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

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### 3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

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### 4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

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### 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.






# R1 - Construction Contract (Main Lane Industries)

Final Audit Report

2020-08-27

|                 |  |
|-----------------|--|
| Created:        | 2020-08-25                                   |
| By:             | Keely Campbell (keely@mullerlawgroup.com)    |
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