

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Parties to this agreement are:

Owner:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY,
a political subdivision of the State of Texas.
c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

Contractor:

Creacom Inc.
21333 Hufsmith Kohrville Road
Tomball, TX 77375

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 even 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 Construction of Dedicated Fiber Optic Line consisting of Conduit, Ground Boxes
and Fiber Optic Cables
(Project 126-1008)
Fort Bend Grand Parkway Toll Road (SH 99), Fort Bend Parkway Toll Road &
Fort Bend Parkway Toll Road
for Fort Bend Grand Parkway Toll Road Authority,
Fort Bend County, Texas,
according to those particular Plans and Technical Specifications
prepared by Iteris and BGE, Inc. ("Engineer")

and all Extra Work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, 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 Bid attached hereto and in accordance with the Contract Documents, including, but not limited to, Invitation to Bidders, Instructions to Bidders, General and Special Conditions of the Agreement, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications, on file with Engineer. 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 Contract, 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 installation 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 installation to Owner in operating condition.

The Work, in general, under the Contract includes:

For the Construction of Dedicated Fiber Optic Line consisting of Conduit, Ground Boxes and Fiber Optic Cables.

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 Completion of the Work within **180 calendar days** after the date of the written Notice to Proceed.

Surety Bonds Required:

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

- a Payment Bond in the sum of 100% of the initial Contract Price, 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 Contract on the forms provided for this purpose; and it is agreed that this Contract 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 work on the Project.

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by 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 the contract and such authorization must be recorded in the files of the Texas Department of Insurance. The Contract 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 Contractor, 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 Two Million Three Hundred Ninety-Eight Thousand Twenty-Nine dollars and Thirty-Seven Cents (\$2,398,029.37). The initial Contract Price may increase or decrease due to Change Orders and the Contract Price Adjustment as provided by 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 Contract. 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 Contract, or as extended under the provisions of the Contract Documents the Contract Price will decrease by \$500.00 for Final Completion ("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 GRAND PARKWAY TOLL
ROAD AUTHORITY

Owner

By: *Bobbie Tallas*
Bobbie (Oct 22, 2020 11:02 CDT)
Name: Bobbie A. Tallas
Title: Vice Chairman

Creacom, Inc.

Contractor

By: *Thomas Crea*
Name: Thomas Crea
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 Thomas Crea, who signed this Contract on behalf of Contractor, was then President of said Corporation; that said Contract 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.: _____

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

SPECIFICATIONS AND BID
FOR
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

- FORT BEND GRAND PARKWAY TOLL ROAD (SH 99)
From US 59/IH 69 S. to north of Westpark Tollway
 - FORT BEND WESTPARK TOLLWAY
from Katy Gaston Rd. to Westheimer Lakes North Drive
 - FORT BEND PARKWAY TOLL ROAD
from SH 6 to Sienna Parkway

For the Construction of Dedicated Fiber Optic Line consisting of Conduit,
Ground Boxes and Fiber Optic Cables
(Project No. 126-1008)

Notice To Bidder:

ALL BIDS ARE TO BE SUBMITTED TO:

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY
C/O BGE, INC.,
10777 WESTHEIMER, SUITE 400, HOUSTON, TEXAS, 77042
BY 11:00 A.M. ON WEDNESDAY, AUGUST 12, 2020.

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

Creacom Inc.

BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ 2,398,029.37

FORT BEND COUNTY, TEXAS

CREACOM, INC.

21333 Hufsmith Kohrville Road
Tomball, TX 77375

Office: (281) 351-4500 Fax: (281) 351-4505

To:	Fort Bend Grandparkway Toll Road Authority	Contact:	
Address:	10777 Westhiemer, Suite 400 Houston, TX 77042 USA	Phone:	
Project Name:	Fort Bend GPTRA SH-99 126-1008	Bid Number:	126-1008
Project Location:	Westpark Tollway, FB Tollway, SH-99 Grand Parkway	Bid Date:	8/12/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
500 6001	MOBILIZATION	1.00	LS	\$119,843.31	\$119,843.31
502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6.00	MO	\$15,522.32	\$93,133.92
618 6006	CONDT (HDPE) (2") BORE	177,755.00	LF	\$4.03	\$716,352.65
618 6070	CONDT (RM) (2")	2,520.00	LF	\$14.66	\$36,943.20
620 6002	ELEC CONDR (NO. 14) INSULATED	90,965.00	LF	\$0.37	\$33,657.05
620 6007	ELEC CONDR (NO. 8) BARE	900.00	LF	\$0.76	\$684.00
620 6008	ELEC CONDR (NO. 8) INSULATED	1,800.00	LF	\$0.83	\$1,494.00
624 6002	GROUND BOX TY A (122311) W/APRON	9.00	EACH	\$695.68	\$6,261.12
628 6132	ELC SRV TY D 120/240 060(NS)GS(N)SP(U)	2.00	EACH	\$3,980.51	\$7,961.02
6004 6031	ITS COM CBL (ETHERNET)	1,270.00	LF	\$0.97	\$1,231.90
6007 6010	FIBER OPTIC CBL (SINGLE-MODE)(6 FIBER)	510.00	LF	\$2.73	\$1,392.30
6007 6011	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	420.00	LF	\$3.03	\$1,272.60
6007 6012	FIBER OPTIC CBL (SINGLE-MODE)(24 FIBER)	750.00	LF	\$3.26	\$2,445.00
6007 6017	FIBER OPTIC CBL (SINGLE-MODE)(144 FIBER)	99,235.00	LF	\$2.15	\$213,355.25
6007 6021	FIBER OPTIC SPLICE ENCLOSURE	10.00	EACH	\$2,456.42	\$24,564.20
6007 6023	FIBER OPTIC PATCH PANEL (12 POSITION)	2.00	EACH	\$1,136.91	\$2,273.82
6007 6027	FIBER OPTIC PATCH PANEL (144 POSITION)	9.00	EACH	\$6,180.63	\$55,625.67
6007 6097	FIBER OPTIC PATCH PANEL (24 POSITION)	6.00	EACH	\$1,485.03	\$8,910.18
6007 6103	REMOVE FIBER OPTIC CABLE	11,440.00	LF	\$0.67	\$7,664.80
6008 6023	ITS GRND MNT CAB (TY 4) (CONE 1)	7.00	EACH	\$7,591.29	\$53,139.03
6008 6039	ITS GRND MNT CAB (TY 6) (CONE 1)	2.00	EACH	\$10,342.62	\$20,685.24
6016 6015	FIBER OPTIC CABLE ROAD MARKER	226.00	EACH	\$77.21	\$17,449.46
6186 6006	ITS GND BOX (PCAST) TY.1 (243660) W/APROM	86.00	EACH	\$4,231.39	\$363,899.54
6186 6012	ITS GND BOX (PCAST) TY 1 (366060) W/APROM	69.00	EACH	\$7,430.14	\$512,679.66
6289 6002	ETHERNET SWITCH	7.00	EACH	\$6,329.35	\$44,305.45
6185 6002	TMA (Stationary)	100.00	DY	\$308.05	\$30,805.00
Force Account	Law Enforcement	1.00	EACH	\$20,000.00	\$20,000.00

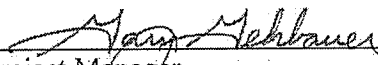
Total Bid Price: \$2,398,029.37

Highway: Fort Bend Grand Parkway Toll Road (SH 99), etc.
Project No.: 126-1008
County: Fort Bend

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

NOTE: For the purpose of constructing this Specifications and Bid 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 November 1, 2014, 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.




Project Manager
BGE, Inc.

7-8-2020
Date:

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

General:

The Contractor shall be responsible for all tolls. The Authority will not reimburse the Contractor for any tolls incurred while performing the work.

Contractor questions will be accepted through CivCast only. Contractor questions will be reviewed by the Authority's Engineer. Once a response is developed, it will be posted to CivCast.

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

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

General: Roadway Illumination and Electrical

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

Perform electrical work in conformance with the National Electrical Code (NEC) and TxDOT standard details and specifications.

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 FBGPTRA Engineer.

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.

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark Tollway and Fort Bend Parkway Toll Road

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.

Perform electrical work in conformance with the National Electrical Code (NEC) and TxDOT standard details and specifications.

Item 5: Control of Work

Submit shop drawings electronically for the fabrication of items as documented in Table 2 below. Information and requirements for electronic submittals can be viewed in the "Guide to Electronic Shop Drawing Submittal" which can be accessed through the following web link, ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf. References to 11 in. x 17 in. sheets in individual specifications for structural items imply electronic CAD sheets.

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)
SS	Fiber Optic/Communication Cable	Y	Y	N	D	SD
SS	CTMS Equipment	Y	Y	N	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.

Item 7: Legal Relations and Responsibilities

This project is on a hurricane evacuation route. Provide at the pre-construction meeting a written plan outlining procedures to suspend work, secure the job site, and safely handle traffic through and across the project in the event of a hurricane evacuation.

During the hurricane season (June 1 through November 30), do not close any travel lanes except when the Contractor can demonstrate that he/she can provide labor, equipment, material, a work plan, and quality of work to satisfactorily return all lanes to an open, all-weather travel surface within 3 days of receiving written or verbal notice but no later than 3 days before the predicted hurricane landfall.

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

In addition to lane closures, cease work 3 days before the predicted hurricane landfall on or near the roadway that adversely impacts the flow of traffic and reduces the capacity of the highway during an evacuation. Vehicles of the Contractor, subcontractors, or material suppliers will not be allowed to enter or exit the traffic stream, including those for the purpose of material hauling and delivery, and mobilization or demobilization of equipment. When directed, this prohibition will include a reasonable time period for the evacuees to return to their point of origin.

Item 8: Prosecution and Progress

FBGPTRA 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.

Item 502: Barricades, Signs, and Traffic Handling

The Lane Closure Assessment Fee will be charged for all unauthorized closures of lanes on the Authority's facilities, as well as frontage road and surface street lanes belonging to, maintained and/or operated by the Authority or Fort Bend County. The Contractor will be charged for all unauthorized closures on the main lanes and/or frontage roads at a rate of one thousand dollars (\$1,000.00) per lane per hour of closure. Unauthorized lane closures impacting toll plaza/ ramp lane will be charged five thousand dollars (\$5,000) per lane per hour of closure. This fee applies to the Contractor for closures or obstructions that overlap into restricted hours 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 see the table in this section.

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the FBGPTRA 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. Submit changes to the traffic control plan to the FBGPTRA 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."

Erect temporary signs when exit ramps are closed or moved to new locations during construction.

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.

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark Tollway and Fort Bend Parkway Toll Road

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.

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

One Lane/Shoulder Closure

Day	Daytime Closure Hours	Nighttime Closure Hours	Restricted Hours Subject to Lane Assessment Fee
Monday - Friday	9:00 AM - 3:30 PM	7:00 PM - 6:00 AM	6:00 AM - 9:00 AM 3:30 PM - 7:00 PM
Weekend	ALL DAY		N/A

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

Law enforcement assistance may be required for this project and is expected to be required for major traffic control changes and lane closures. Coordinate with local law enforcement and arrange for law enforcement as directed or agreed by the Engineer. Before payment will be made, complete the "Daily Report on Law Enforcement Force Account Work" (Form 318), provided by the Department and submit daily invoices that agree with this form for any day during the month in which approved services were provided.

Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

Item 504: Field Office and Laboratory

A field office is not required for this project.

Item 618: Conduit

Item 620: Electrical Conductors

Item 628: Electrical Services

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

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

Item 618: Conduit

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

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

Unless otherwise shown on the plans, install underground conduit a minimum of 60 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable Department standard sheets. Place conduit under driveways or roadways a minimum of 24 in. below the pavement surface.

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

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

If placing the conduit under existing, open channel waterway, bore the conduit in place at a minimum depth of 60 in. below deepest point of the channel.

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

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

Locate the underground utilities within the project limits. Provide the equipment necessary for locating these utilities, locate, and mark them before starting any excavation work in the area. This work is subsidiary to the various bid items. If the Contractor damages or cause damage to any existing underground utilities, repair such damage at no cost to the Department.

Ensure the interconnection of new equipment to the existing system does not interfere with the operation of the remaining system components. Ensure the system remains completely operational between the hours of 6:00 a.m. Monday and 12:00 a.m. (midnight) Saturday.

Provide Liquid-Tight Flexible Metal (LTFM) conduit if the plans refer to flexible metal conduit. Do not use flexible metal conduit.

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

Unless otherwise shown on the plans, place conduit runs behind curbs at locations where curbs exist.

Use schedule 80 PVC conduit to house conductor runs under paved riprap, roadway, or driveways, unless otherwise shown on the plans.

Use Rigid Metal Conduit (RMC) for exposed conduit.

Before backfilling conduit trenches, place a detectable underground metalized mylar marking tape above the conduit and concrete encasement. Imprint the marking tape with, "FBGPTRA CONDUIT AND FIBER OPTIC CABLE SYSTEM. CALL 832-735-7385 BEFORE PROCEEDING" every 18 in. Supplying and installing the marking tapes is subsidiary to the various bid items. Submit sample proof to the FBGPTRA, for information concurrence and approval, prior to material order.

Conduit elbows and rigid metal extensions required when installing PVC conduit systems are subsidiary to the various bid items.

Install a continuous bare or green insulated copper wire No. 8 AWG or larger in every conduit throughout the electrical system in accordance with the Electrical Detail Standard Sheets, and the latest edition of the NEC.

Provide a single 1/C #14 insulated wire in conduit runs which have been identified in the plans to carry fiber optic cable. Provide UL-listed solid copper wire with orange color low density polyethylene insulation, suitable for conduit installation, rated for a temperature range of -20 C to +60 C and a voltage rating of 600V. This wire will serve as a tracer, or locate, wire for locating underground conduit containing fiber optic cabling and will be paid for under Item 620, "Electrical Conductors."

Item 620: Electrical Conductors

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

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

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

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

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

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

Item 624: Ground Boxes

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

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

Ground the existing metal ground box covers as shown on the latest standard sheet ED (4)-14.

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

Construct concrete aprons in accordance with the latest standard sheet ED (4)-14. Make the depth of the concrete apron the same as the depth of the ground box, except for Type 1 and Type 2 ground boxes. For Type 1 or Type 2 ground boxes, construct the concrete apron in accordance with details shown on the "Ground Box Details Installations" standard.

Item 628: Electrical Services

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

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

Item 6004: Communication Cable

Seal each end of the communications cable that is exposed to elements during storage or after installing with a waterproof sealant, or as per manufacturer recommendations.

Ensure each communication cable run is continuous without splices from controller to controller.

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

Assume responsibility for the signal carrying capability and performance of the cable. Install each wire with a lightning protection device unless otherwise noted. Ground the cable in accordance with the manufacturer's recommendation.

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

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

GENERAL NOTES

County: Fort Bend County

Project No: 126-1008

Highway: Fort Bend Grand Parkway Toll Road, Fort Bend Westpark
Tollway and Fort Bend Parkway Toll Road

Level 3 Compliant TMAs/TAs are required for this project.

A total of one (1) shadow vehicle with a TMA/TA is required for the work with the exception of Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

Item 6289: Ethernet Switch

Contractor shall provide an Ethernet Switch, for the locations, specified in plans, for a fully functional system. Each Ethernet switch shall have Small Form Factor (SFP) ports to accommodate connections for fiber optic and copper communications cabling. Contractor shall submit shop drawings to the project engineer, for approval, before purchasing Ethernet switches.

Fort Bend Grand Parkway
Toll Road Authority

Along Fort Bend Grand Parkway Toll
Road (SH 99), Fort Bend Westpark
Tollway, and Fort Bend Parkway Toll
Road

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 500	Mobilization
Item 502	Barricades, Signs, and Traffic Handling
Item 618	Conduit (400)(476)
Item 620	Electrical Conductors (610)(628)
Item 624	Ground Boxes (420)(421)(432)(440)(618)(620)
Item 628	Electrical Services (441)(445)(449)(618)(620)(627)(656)

SPECIAL PROVISIONS

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

Prevailing Wages	
Special Provision	General – FBGPTRA
Special Provision to Item 000	Schedule of Liquidated Damages (000-658)
Special Provision to Item 2	Instructions to Bidders (FBGPTRA) (002-001)
Special Provision to Item 3	Award and Execution of the Contract (FBGPTRA) (003-001)
Special Provision to Item 4	Scope of Work (FBGPTRA)(004-001)
Special Provision to Item 5	Control of the Work (005-002)
Special Provision to Item 7	Legal Relations and Responsibilities to the Public (FBGPTRA) (007-001)
Special Provision to Item 8	Prosecution and Progress (008-017)(008-033)
Special Provision to Item 9	Measurement and Payment (FBGPTRA) (009-001)
Special Provision to Item 502	Barricades, Signs, and Traffic Handling(502-007)
Special Provision to Item 6185	Truck Mounted Attenuator(TMA) and Trailer Attenuator(TA) (6185-002)

SPECIAL SPECIFICATIONS

All Special Specifications are included herein.

Item 6001	Portable Changeable Message Sign
Item 6004	Networking Intelligent Transportation System (ITS) Communication Cable
Item 6007	Intelligent Transportation System (ITS) Fiber Optic Cable
Item 6008	Intelligent Transportation System (ITS) Ground Mounted Cabinet (421)(440)(449)(618)(620)(656)(740)
Item 6016	Multi-Duct Conduit System (400)(401)(402)(421)(445)(476)(618)(620)

Fort Bend Grand Parkway
Toll Road Authority

Along Fort Bend Grand Parkway Toll
Road (SH 99), Fort Bend Westpark
Tollway, and Fort Bend Parkway Toll
Road

Item 6185	Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)
Item 6186	Intelligent Transportation System (ITS) Ground Box (420)(421)(432) (440)(471)(618)(620)
Item 6289	Ethernet Switch (Furnish & Install) (618)(620)

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.

"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.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	

FORM BUILDER/FORM SETTER

Paving & Curb.....	\$ 12.34
Structures.....	\$ 12.23

LABORER

Asphalt Raker.....	\$ 12.36
Flagger.....	\$ 10.33
Laborer, Common.....	\$ 11.02
Laborer, Utility.....	\$ 11.73
Pipelayer.....	\$ 12.12
Work Zone Barricade Servicer.....	\$ 11.67

PAINTER (Structures).....	\$ 18.62
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POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement Finishing Machine.....	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53

Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58

Servicer..... \$ 13.97

Steel Worker

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

TRUCK DRIVER

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

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

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

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

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 GRAND PARKWAY TOLL ROAD AUTHORITY

SPECIAL PROVISION – GENERAL

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

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

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 GRAND PARKWAY 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 Grand Parkway Toll Road Authority (FBGPTRA) requires that bidders be prequalified by the Texas Department of Transportation. Submit to Texas Department of Transportation for approval a Confidential Questionnaire Form and an audited financial statement at least 10 days before the date that bids are to be opened. Once approved, the eligibility is valid for a period of one year. Comply with all technical prequalification requirements in the bid form. Obtain prequalification forms from the Construction Division. All bidders must be shown in the TxDOT website as a prequalified contractor at the time of bid opening.

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

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

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 FBGPTRA in the preparation of plans. This information is provided for the Bidder's information only and the FBGPTRA makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

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

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

Section 6, Preparing the Bid. Prepare the bid on the form furnished by the FBGPTRA. 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 FBGPTRA will not accept or read any of the bids submitted on the same project by:
 - A joint venture and one or more of its partners, or
 - Affiliated bidders.

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 FBGPTRA.

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 FBGPTRA will accept a request from any person authorized to bind a party to the joint venture to withdraw a bid.

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

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

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 FBGPTRA will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount. Except as provided in Section 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 FBGPTRA will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each Item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

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

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

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

The bid will be considered incomplete and nonresponsive if:

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

Article 11.5.1. Consideration of Alternate Items. The FBGPTRA will make two calculations using one-tenth of a cent (\$0.001) for each Item if:

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

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

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

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

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

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 FBGPTRA will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

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

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

- The bid error relates to a material Item of work.

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

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

Section 13, Gratuities. Do not offer FBGPTRA employees benefits, gifts, or favors. The only exceptions allowed are ordinary business lunches. Failure to honor this policy may result in the termination of the Contract and sanctions under the Texas Administrative Code. Termination of the Contract will be in accordance with Article 8.7, "Termination of Contract."

END OF SPECIAL PROVISION

FORT BEND GRAND PARKWAY 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 GRAND PARKWAY 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.

Special Provision to Item 5

Control of the Work



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.

FORT BEND GRAND PARKWAY 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.






Ft Bend Toll Road - Contract

Final Audit Report

2020-10-22

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