



RAMOS CONSULTING, LLC

October 2, 2014

Mr. Mike Stone
Fort Bend County Parkway Toll Road Authority
19875 Southwest Freeway
Sugar Land, TX 77479

**Re: Fort Bend Parkway Toll Conversion
Letter of Recommendation**

Dear Fort Bend County Toll Road Authority:

Bids were opened on the project referenced above on Tuesday, August 19, 2014, at the office of Mike Stone Associates. Three (3) bids were received for the project. Please see the attached bid tabulation dated August 20, 2014. The three (3) bids received, ranked lowest to highest are as follows:

Ranking	Contractor	Bid Amount
1	NBG Constructors	\$4,124,325.88
2	Forde Construction	\$4,266,315.40
3	Lone Star Road Constructors	\$4,373,708.95

NBG Constructors, Inc. is a privately held contractor based in Houston, Texas. NBG Constructors, Inc. has performed work similar to the type of work required for the Fort Bend Parkway Toll Conversion and is a TxDOT prequalified contractor. David Boehm is the President and can be reached at (281) 495-0842 if the Toll Road Authority has any additional questions.

Ramos Consulting, LLC recommends NBG Constructors, Inc. with the Base Bid in the amount of \$4,124,325.88.

If you have any questions, please call me at (713) 239-1070.

Regards,
RAMOS CONSULTING, LLC

A handwritten signature in black ink, appearing to read 'Zachary S. Vermillion'.

Zachary S. Vermillion, PE
Project Manager

Project Name: Fort Bend Parkway Toll Road
Owner: Fort Bend County Toll Road Authority

Prepared By: Ramos Consulting
Date: August 20, 2014

FORT BEND PARKWAY

Bid Item No.	Description	Unit	Quantity	NBG Constructors		Forde Construction		Lone Star Road Constructors	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
104 2001	REMOVING CONC (PAV)	SY	7150	\$ 3.00	\$ 21,450.00	\$ 16.00	\$ 114,400.00	\$ 30.00	\$ 214,500.00
104 2037	REMOVE CONC (RAIL)	LF	865	\$ 5.00	\$ 4,325.00	\$ 8.50	\$ 7,352.50	\$ 60.00	\$ 51,900.00
104 2045	REMOVE CONC (MISC)	CY	967	\$ 5.00	\$ 4,835.00	\$ 22.00	\$ 21,274.00	\$ 30.00	\$ 29,010.00
133 2005	EMBANKMENT (FINAL)(JORD COMP)(TY C)	CY	1648	\$ 20.00	\$ 32,960.00	\$ 35.00	\$ 57,680.00	\$ 19.00	\$ 31,312.00
166 2002	BLOCK SODDING	SY	5592	\$ 2.90	\$ 17,202.80	\$ 3.00	\$ 17,796.00	\$ 3.25	\$ 19,279.00
166 2001	FERTILIZER	AC	1.23	\$ 600.00	\$ 738.00	\$ 500.00	\$ 615.00	\$ 950.00	\$ 1,168.50
168 2001	VEGETATIVE WATERING	MG	0.15	\$ 200.00	\$ 30.00	\$ 4,000.00	\$ 600.00	\$ 500.00	\$ 75.00
334 2078	HMCL ACP TY-D SAC-B AC-1.5	TON	2.9	\$ 400.00	\$ 1,160.00	\$ 1,400.00	\$ 4,060.00	\$ 2,000.00	\$ 5,800.00
360 2048	CONC PMVT (CONT REINF - CRCP) (HES) (10')	SY	1349	\$ 200.00	\$ 269,800.00	\$ 190.00	\$ 256,310.00	\$ 115.00	\$ 155,135.00
400 2001	STRUCT EXCAV	CY	188.40	\$ 30.00	\$ 5,652.00	\$ 60.00	\$ 11,304.00	\$ 40.00	\$ 7,536.00
416 2005	DRILL SHAFT (42 IN)	LF	1728	\$ 440.00	\$ 760,320.00	\$ 250.00	\$ 432,000.00	\$ 350.00	\$ 604,800.00
420 2005	CL C CONC (FOOTING)	CY	117.75	\$ 900.00	\$ 105,975.00	\$ 800.00	\$ 94,200.00	\$ 625.00	\$ 73,593.75
420 2023	CL C CONC (COLUMN)	CY	351.51	\$ 1,000.00	\$ 351,510.00	\$ 1,700.00	\$ 597,567.00	\$ 1,400.00	\$ 492,114.00
432 2001	RIPRAP (CONC)(4 IN)	CY	13.56	\$ 800.00	\$ 10,848.00	\$ 600.00	\$ 8,136.00	\$ 950.00	\$ 12,882.00
432 2039	RIPRAP (MOW STRIP)(4 IN)	CY	303	\$ 200.00	\$ 60,600.00	\$ 200.00	\$ 60,600.00	\$ 100.00	\$ 30,300.00
442 9001	STRUCTURAL STEEL	EA	3	\$ 230,000.00	\$ 690,000.00	\$ 175,000.00	\$ 525,000.00	\$ 171,500.00	\$ 514,500.00
500 2001	MOBILIZATION	LS	1.00	\$ 410,000.00	\$ 410,000.00	\$ 400,000.00	\$ 400,000.00	\$ 425,000.00	\$ 425,000.00
502 2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	9	\$ 10,000.00	\$ 90,000.00	\$ 40,000.00	\$ 360,000.00	\$ 18,000.00	\$ 162,000.00
512 2001	PORT CTB (FLUR & INSTALL) (SAFETY SH) (TY 1)	LF	1620	\$ 10.00	\$ 16,200.00	\$ 60.00	\$ 97,200.00	\$ 88.00	\$ 142,560.00
512 2019	PORT CTB (MOVE) (SAFETY SH) (TY 1)	LF	180	\$ 10.00	\$ 1,800.00	\$ 20.00	\$ 3,600.00	\$ 69.00	\$ 12,420.00
529 2006	CONC CURB (MONO) (TY II)	LF	715	\$ 7.00	\$ 5,005.00	\$ 8.00	\$ 5,720.00	\$ 12.00	\$ 8,580.00
530 2010	DRIVEWAYS (CONC)	SY	2236	\$ 85.00	\$ 190,060.00	\$ 74.20	\$ 165,911.20	\$ 66.00	\$ 147,576.00
540 2001	MTL W-BEAM GD FEN (TIM POST)	EA	1650	\$ 20.00	\$ 33,000.00	\$ 20.00	\$ 33,000.00	\$ 24.00	\$ 39,600.00
540 2011	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2	\$ 1,700.00	\$ 3,400.00	\$ 1,700.00	\$ 3,400.00	\$ 2,100.00	\$ 4,200.00
544 2001	GUARDRAIL END TREATMENT (INSTALL)	EA	14	\$ 2,200.00	\$ 30,800.00	\$ 2,200.00	\$ 30,800.00	\$ 2,800.00	\$ 39,200.00
618 2038	CONDT (PVC) (SCHD 80) (3")	LF	4232	\$ 9.00	\$ 38,088.00	\$ 8.40	\$ 35,548.80	\$ 10.00	\$ 42,320.00
618 2039	CONDT (PVC) (SCHD 80) (3") BORE	LF	876	\$ 35.00	\$ 30,660.00	\$ 33.00	\$ 28,908.00	\$ 40.00	\$ 35,040.00
618 2040	CONDT (PVC) (SCHD 80) (4")	LF	350	\$ 24.00	\$ 8,400.00	\$ 17.50	\$ 6,125.00	\$ 29.00	\$ 10,150.00
618 2056	CONDT (RM)(3")	LF	2928	\$ 24.00	\$ 70,272.00	\$ 23.40	\$ 68,515.20	\$ 28.00	\$ 81,984.00
620 2007	ELEC CONDR (NO. 4) BARE	LF	2687	\$ 2.10	\$ 5,642.70	\$ 2.10	\$ 5,642.70	\$ 2.50	\$ 6,717.50
620 2020	ELEC CONDR (NO. 1/0) INSULATED	LF	8061	\$ 4.50	\$ 36,274.50	\$ 4.20	\$ 33,856.20	\$ 5.00	\$ 40,305.00
624 2002	GROUND BOX TY 1 (12/24/22) W/APRON	EA	48	\$ 900.00	\$ 43,200.00	\$ 830.00	\$ 39,840.00	\$ 990.00	\$ 47,520.00
624 2004	GROUND BOX TY 2 (24/36/36) W/APRON	EA	18	\$ 1,700.00	\$ 30,600.00	\$ 1,600.00	\$ 28,800.00	\$ 1,885.00	\$ 33,930.00
628 2196	ELC SRV TY A.120/240 200 (NS) AL (N) SP (O)	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 4,810.00	\$ 14,430.00	\$ 5,800.00	\$ 17,400.00
644 2042	IN SRM RD SN SUP&M TYS80(2)SA(P)	EA	12	\$ 700.00	\$ 8,400.00	\$ 510.00	\$ 6,120.00	\$ 790.00	\$ 9,480.00
672 2017	REFL PAV MKR TY ILC-R	EA	4	\$ 11.00	\$ 44.00	\$ 5.00	\$ 20.00	\$ 25.00	\$ 100.00
677 2002	EUM EXT PAV MKR & MKRS (6")	LF	2992	\$ 0.44	\$ 1,316.48	\$ 0.70	\$ 2,094.40	\$ 1.60	\$ 4,787.20
678 2002	PAV SURF PREP FOR MKRS (6")	LF	5280	\$ 0.08	\$ 422.40	\$ 0.05	\$ 264.00	\$ 0.30	\$ 1,584.00
678 2026	PAV SURF PREP FOR MKRS (9")	LF	50	\$ 0.30	\$ 15.00	\$ 0.10	\$ 5.00	\$ 0.60	\$ 30.00
690 2036	INSTALL OF FND FOR GROUND MNT CABINETS	EA	6	\$ 4,000.00	\$ 24,000.00	\$ 2,420.00	\$ 14,520.00	\$ 2,900.00	\$ 17,400.00
6014 2011	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	LF	600	\$ 2.00	\$ 1,200.00	\$ 2.00	\$ 1,200.00	\$ 3.00	\$ 1,800.00
6623 9001	MULTI-DUCT CONDUIT (PVC)(INSTALL ONLY)	LF	810	\$ 9.00	\$ 7,290.00	\$ 8.60	\$ 6,966.00	\$ 11.00	\$ 8,910.00
6623 9002	MULTI-DUCT CONDUIT (PVC) (BORE) (INSTALL ONLY)	LF	624	\$ 60.00	\$ 37,440.00	\$ 58.10	\$ 36,254.40	\$ 70.00	\$ 43,680.00
6986 2006	PREFAB PV MK W/WNTY TY B(W/6") (SLD)	LF	5080	\$ 5.50	\$ 27,940.00	\$ 5.50	\$ 27,940.00	\$ 6.00	\$ 30,480.00
6986 2007	PREFAB PV MK W/WNTY TY B(W/9") (BRK)(CNTST	LF	50	\$ 13.00	\$ 650.00	\$ 10.00	\$ 500.00	\$ 11.00	\$ 550.00
6986 2016	PREFAB PV MK W/WNTY TY B(W/6") (SLD)	LF	200	\$ 9.00	\$ 1,800.00	\$ 5.70	\$ 1,140.00	\$ 7.00	\$ 1,400.00
9001 2001	REMOVE MAINLANE TOLL PLAZA SYSTEM	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00
9001 2002	REMOVE RAMP TOLL PLAZA SYSTEM	EA	4	\$ 18,000.00	\$ 72,000.00	\$ 15,000.00	\$ 60,000.00	\$ 55,000.00	\$ 220,000.00
16060 1	GROUNDING AND BONDING SYSTEMS	LS	3	\$ 8,000.00	\$ 24,000.00	\$ 6,600.00	\$ 19,800.00	\$ 9,200.00	\$ 27,600.00
16070 1	EQUIPMENT RACK W/ PANELBOARD, TVSS, CONTACT	EA	6	\$ 7,000.00	\$ 42,000.00	\$ 7,700.00	\$ 46,200.00	\$ 7,900.00	\$ 47,400.00
16670 1	LIGHTNING PROTECTION SYSTEM	LS	3	\$ 22,000.00	\$ 66,000.00	\$ 20,500.00	\$ 61,500.00	\$ 24,500.00	\$ 73,500.00
556834 2002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 7,600.00	\$ 45,600.00	\$ 6,100.00	\$ 36,600.00
558911 2001	TRUSS SCREEN	EA	3	\$ 110,000.00	\$ 330,000.00	\$ 87,000.00	\$ 261,000.00	\$ 56,000.00	\$ 166,000.00
	FORCE ACCOUNT - LAW ENFORCEMENT	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
				SUBTOTAL	\$ 4,142,325.88		\$ 4,266,315.40	SUBTOTAL	\$ 4,373,708.95



AGENDA ITEM

16555 Southwest Freeway | Suite 200 | Sugar Land, TX 77479 | 281.500.6050

October 1, 2014

(Via Electronic Mail)

Dear Judge and Commissioners:

The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed the following item at their regular meeting held on August 20, 2014, and makes the following recommendation to Commissioners Court:


1. Approval of construction contract for Toll Conversion Project on Fort Bend Parkway Toll Road.

The fully executed contract is too large to email and has been mailed to Donna Ospina for distribution. Please place this item for consideration by Commissioners Court on the agenda for the meeting scheduled on October 7, 2014.

As always, if you should have any questions regarding this matter, please don't hesitate to contact any member of the Board of Directors or the Authority's consultants.

Very truly yours,


Richard Muller
Attorney for the Authority


OCT 02 2014

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

SPECIFICATIONS AND BID
FOR
FORT BEND COUNTY TOLL ROAD AUTHORITY
FORT BEND PARKWAY TOLL ROAD
From SH 6 to Sam Houston Parkway

Notice To Bidder:

ALL BIDS ARE TO BE SUBMITTED TO THE FORT BEND COUNTY TOLL ROAD AUTHORITY, C/O MIKE STONE ASSOCIATES, 19875 SOUTHWEST FREEWAY, SUITE 270, SUGAR LAND, TEXAS, 77479 BY 10:00 A.M. ON TUESDAY, AUGUST 19, 2014.

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

NBG Constructors, Inc.
BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ 4,142,325.88

FORT BEND COUNTY, TEXAS

**BID TO
FORT BEND COUNTY TOLL ROAD AUTHORITY
TOLL CONVERSION PROJECT
ON
FORT BEND PARKWAY TOLL ROAD**

The undersigned, as bidder, declare that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the location and local conditions of and the classes of materials prescribed for, the proposed work, and agree that he will perform the work and services and furnish the materials, supplies, and equipment, and incidentals necessary to complete the contract, if awarded, in a good and workmanlike manner in accordance with this bid and with the plans, specifications and special provisions if any, incorporated therein.

It is further agreed that the quantities of work to be performed and materials to be furnished may be increased or diminished as may be necessary in the opinion of the Engineer to complete the work fully as planned and contemplated, and that all quantities of work and materials, whether increased or decreased, are to be performed or furnished at the unit prices set forth below except as provided for in the specifications, but such changes shall be made only in strict accord with the specifications and contract, and in no other manner.

The undersigned agree and pledge himself/themselves to complete the work in full within the time stated in the specifications.

Accompanying this bid is a bid bond or cashier's check payable to the order of Fort Bend County Toll Road Authority (FBCTRA), for Five percent of greatest amount bid dollars (\$ 5% G.A.B.), said check to be returned to the bidder, unless this bid is accepted and he shall fail to execute a contract and file a bond within ten (10) days of its acceptance and the award of a contract, in which case the bidder herein now agrees said check shall be forfeited and become the property of FBCTRA, as payment for agreed and liquidated damages due to delay and other inconveniences suffered by the FBCTRA on account of failure of the bidder to execute a contract and file the bond required by law and the specifications. It is understood that FBCTRA reserves the right to reject any and all bids. The work proposed to be done shall be accepted only when fully completed and finished to the entire satisfaction of the Engineer and the FBCTRA and in strict compliance with the provisions of the specifications and contract.

It is further agreed that the work is to be completed in full in 250 calendar days.

The undersigned lists the following work of similar character completed by him:

COMPANY NAME NBG Constructors, Inc.

AUTHORIZED SIGNATURE 

TITLE President

NOTE: Signatures to comply with the Specifications & Letter of Evidence. ORIGINAL SIGNATURE MUST APPEAR ON THIS FORM.

STREET ADDRESS 9702 Synott Rd., Houston, TX 77083

MAILING ADDRESS Same as above

PHONE (281) 495-0842

CONTRACT WITH FORT BEND COUNTY TOLL ROAD AUTHORITY

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

FORT BEND COUNTY TOLL ROAD AUTHORITY TOLL CONVERSION PROJECT ON FORT BEND PARKWAY TOLL ROAD

Unit and Section

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

The FBCTRA agrees to pay to the Contractor for the performance of all the obligations of this contract in a good and workmanlike manner in accordance with the plans, specifications, and special provisions, the several installments, at the rates and at the times and in the manner specified therein, not exceeding in the aggregate the sum of FOUR MILLION ONE HUNDRED FORTY TWO THOUSAND THREE dollars (\$ 4,142,325.28). HUNDRED TWENTY FIVE DOLLARS EIGHT EIGHT CENTS

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

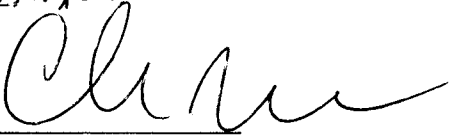
The deposit of a copy of the contract requisition in the United States mail addressed to the Contractor at NBG Constructors, Inc.
9702 Synott Rd., Houston, TX 77083

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

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

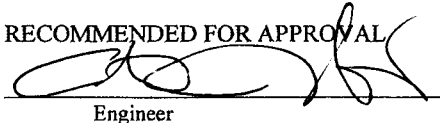
This contract and all obligations therein are performable in Fort Bend County, Texas. Executed at Sugar Land, Texas, this 20th
day of August 2014.

ATTEST:



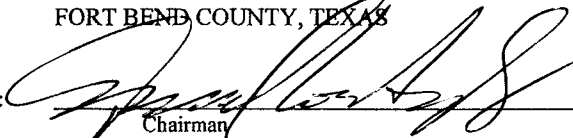
August 20, 2014

RECOMMENDED FOR APPROVAL


Engineer

FORT BEND COUNTY TOLL ROAD AUTHORITY
FORT BEND COUNTY, TEXAS

BY:


Chairman

BY:

NBG Constructors, Inc.

Contractor Company Name

BY:


Signature

President

Title

NOTICE TO CONTRACTORS

Sealed bids will be received by the undersigned for Fort Bend County Toll Road Authority until 10:00 A.M., Tuesday, August 19, 2014, at the Fort Bend County Toll Road Authority, c/o Mike Stone Associates, 19875 Southwest Freeway, Suite 270, Sugar Land, Texas, 77479 for:

FORT BEND COUNTY TOLL ROAD AUTHORITY TOLL CONVERSION PROJECT FORT BEND PARKWAY TOLL ROAD

A pre-bid meeting will not be held. The construction site will be available for inspection at all times.

SPECIAL NOTICE: Unit prices must be shown for each individual bid item. This unit price will be the determining factor in the final analysis of the official bid amount. If a bidder fails to bid on any item, the Authority, at its option, reject such bid as incomplete.

Plans and specifications are available at www.civcastusa.com.

NOTICE: A bid bond or cashier's check for 5% of the amount bid, payable to Fort Bend County Toll Road Authority, must accompany each bid as a guarantee that the bidder, if successful, will enter into contract and make bond in accordance with the requirements of the specifications. Fort Bend County Toll Road Authority reserves the right to reject any and all bids.

Bids must be submitted electronically or filed in a bid envelope, and sealed, plainly marked Bids for

FORT BEND COUNTY TOLL ROAD AUTHORITY TOLL CONVERSION PROJECT FORT BEND PARKWAY TOLL ROAD

All bids will be retained by the Authority and will not be returned to the bidders. No bid tendered later than the time specified will be accepted.

IMPORTANT NOTICE TO CONTRACTORS

The successful contractor on this project shall have TEN DAYS after the date of receipt of their contract and bond documents to have same executed by their bonding company and returned to the office of the Fort Bend County Toll Road Authority, c/o Mike Stone Associates, 19875 Southwest Freeway, Suite 270, Sugar Land, Texas.

PLEASE NOTE: In order for this bid to be considered and valid, the following must be adhered to:

Bidder must sign "Bid to Fort Bend County Toll Road Authority"

Bidder must fill in "Bid Sheets" in total


Bidder must submit a 5% Bid Bond or Cashier's Check with Bid

Bidder must acknowledge receipt of all Addendums in space provided below

NOTICE: Escalation Provisions or other alternations included in bid documents will render the bid invalid.

ACKNOWLEDGMENT OF ADDENDA

The Contractor hereby acknowledges the receipt of the following Addenda:

Addendum No. 1		Dated: August 15, 2014
Addendum No. 2	_____	Dated: _____
Addendum No. 3	_____	Dated: _____
Addendum No. 4	_____	Dated: _____
Addendum No. 5	_____	Dated: _____

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.

BIDDER MUST COMPLETE THIS FORM AND

ATTACH BID CHECK OR BOND

All bid checks or bonds must be for the required amount and be payable to Fort Bend County Toll Road Authority.

(DO NOT MAKE CHECK OR BOND PAYABLE TO ANY INDIVIDUAL).

Authorization for Fort Bend County Toll Road Authority to return our bid check without liability of any kind or nature to address listed below, via regular mail if:

1. We are unsuccessful bidder
2. Bond posted in lieu of bid check
3. Upon completion of contract

Bid for: Toll Conversion Project on Fort Bend Parkway Toll Road

Bond: Liberty Mutual Insurance Company
Company

Cashier's Check No.: N/A drawn on _____

Bank of _____ dated _____, 2014 Amount \$ _____

BIDDER

Name: NBG Constructors, Inc.

Signature: 

Mailing Address: 9702 Synott Road

City and State: Houston, TX Zip Code: 77083

~~(Cashiers)~~ (Bond)
Mark Out One

BIDDER'S CERTIFICATION

The Texas Government Code Chapter 2252 relates to bids by non resident bidders. A portion of the Act has been extracted and is as follows:

Section 2252.001

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that NBG Constructors, Inc. is a Resident bidder of
(Company Name)

Texas as defined in Chapter 2252 of the Government Code.

Signature: 

Print Name: David Boehm

I certify that _____ is a Nonresident bidder as
(Company Name)

defined in Chapter 2252 of the Government Code and our principal place of business is

_____ City and State.

Signature: _____

Print Name: _____

AFFIDAVIT INSTRUCTIONS

1. If the Proposal is submitted by an individual, he shall sign the affidavit.
2. If the Proposal is submitted by a general partnership, any partner may sign the Affidavit.
3. If the Proposal is submitted by a limited partnership, any general partner acting within the scope of the document creating the limited partnership may sign the Affidavit. A CERTIFIED COPY OF SAID DOCUMENT MUST BE ATTACHED TO THE AFFIDAVIT.
4. If the Proposal is submitted by a corporation, a person authorized by the bylaws or by the Board of Directors may sign the Affidavit. A CERTIFIED COPY OF THE BYLAWS OR BOARD OF DIRECTORS AUTHORIZATION MUST BE ATTACHED TO THE AFFIDAVIT.
5. If the Proposal is submitted by a joint venture composed of individuals, any individual may sign the affidavit.
6. If the Proposal is submitted by a joint venture composed of individuals and partnerships, the Affidavit may be signed by the individual or by any general partner of any partnership, acting within the scope of the document creating the joint venture. A CERTIFIED COPY OF SAID DOCUMENT MUST BE ATTACHED TO THE AFFIDAVIT.
7. If the Proposal is submitted by a joint venture in which a corporation is a party, separate Affidavits must be executed, one by each corporation and one by each individual or partnership, each pursuant to the requirements set forth above.

NBG CONSTRUCTORS, INC.
CORPORATE RESOLUTION

I, Sharon Boehm, in my official capacity, hereby certify: That I am an officer, namely, secretary of NBG Constructors, Inc. a corporation duly organized and existing under the laws of the State of Texas, that at a meeting of the Board of Directors of this corporation, duly and regularly convened and held on the this 15th day of January, 2014, at which a quorum for the transaction of business was regularly adopted, and is in full force and effect, and appear as follows in the minutes of the meeting:

RESOLVED that the president, or any other officer of the corporation, to wit: either the president, vice president, secretary or treasure, be and they hereby are, authorized to transfer, convert, sell and assign any securities in the name of this corporation and it was further

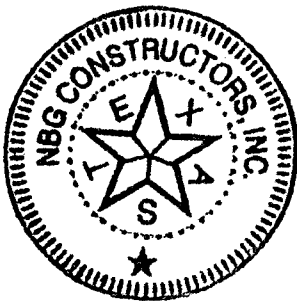
RESOLVED that the president, or any other officer of the corporation, to wit: either the vice-president, secretary or treasure, by and they hereby are, authorized and empowered to sign assignments of any securities standing in the name of this corporation by affixing thereto the name of the corporation and the individual signature of such officer.

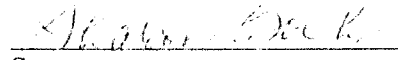
I further certify that the foregoing resolution is not contrary to any provision in the charter or by-laws of this corporation, that

	David E. Boehm	now is president,
and	Mike Westering	now is vice-president,
and	Sharon Boehm	now is treasurer and secretary,
and	Susan Westering	now is assistant secretary and treasure of this

corporation, and that I have been duly authorized to make this certificate on behalf of this corporation.

IN WITNESS WHEREOF, I have here unto set my hand and affixed the corporate seal of this corporation on the 15th day of January, 2014.

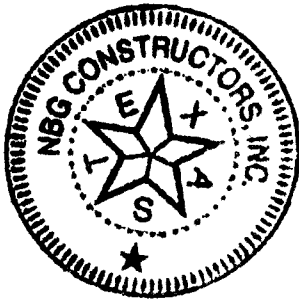



Secretary

AFFIDAVIT

STATE OF TEXAS)
SS)
COUNTY OF HARRIS)

I, Sharon Boehm, being first duly sworn, depose and state that I am the duly elected Secretary of NBG Constructors, Inc.; I further state that the attached is a true and correct copy of the CORPORATE RESOLUTIONS.



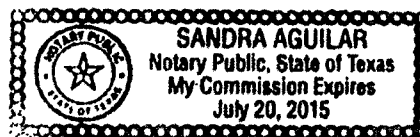
NBG CONSTRUTORS, INC.

Sharon Boehm
Sharon Boehm

Sworn to subscribe before me this 15th day of January, 2014.

Sandra Aguilar
Notary Public

July 20, 2015
My Commission Expires



AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared David Boehm

who being by me duly sworn upon oath says: that he is duly

qualified and authorized to make this affidavit for and on behalf of NBG Constructors, Inc.

("Contractor"), HARRIS County, TEXAS, of and is fully cognizant of the facts herein set out; that Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced toll road project.

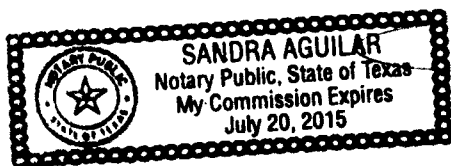
David Boehm , President

NAME _____

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME by the said Andi Fahn, this

19th day of August, 2014, to certify which witness my hand and seal of office.



Notary Public in and for the

State of TEXAS

PREVAILING WAGE SPECIFICATIONS

Prevailing Wage Rate Herein to be Maintained:

TX GOVT CODE, CH. 2258

The contractor shall forfeit as a penalty to the FBCTRA on whose behalf this contract is made, Sixty Dollars (\$60.00) for each laborer, workman, or mechanic, employed for each calendar day, or portion thereof, if such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract, by him or by any sub-contractor under him.

The contractor and each sub-contractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen, also the actual per diem wages paid to each of such workers.

PAYROLL VERIFICATION INFORMATION

1. Payroll will be checked by a FBCTRA Representative. Certification of payment will be compared with payroll figures upon completion of project. To minimize time in payment of job, the General Contractor can send a certified letter to the effect that upon receipt of certification of payment, they will be made available for comparison, and if any discrepancies are found, the necessary adjustments will be made.
2. Submit certified payrolls monthly and/or weekly to FBCTRA.
3. Number payrolls consecutively starting with #1 for first month worked.
4. Only one copy of each payroll is required.
5. Include FBCTRA Contract Purchase Order number and job description on each payroll.
6. Show each employee working on project and his work classification (carpenter, pipe fitter, roofer, etc.). Consult classification and minimum wage schedule in the Prevailing Wage Rate for Engineering Construction in Fort Bend County, in contract specifications.
7. On payroll indicate if fringe benefits (as shown on Fort Bend County Wage Scale) are paid to approve plans, funds, or programs; or if they are paid in cash to the employee. (In case of cash payment of fringe benefits, show the basis rate + fringe benefits - 5.00/.675.)
8. Show the number of hours worked in each month and/or week.
9. Indicate gross salary, deductions, net salary, and check number issued.
10. Contractor is to submit separate payroll sheets for each contract he has with FBCTRA.
11. Show "Final" on last payroll submitted.
12. General Contractor is responsible for sub-contractors submittal of correct payrolls each week. He can only be assured of this by insisting that sub-contractor payrolls be submitted to him, not to the FBCTRA.
13. Sub-contractors' payrolls to be monitored by prime contractor in complying with prevailing wage rates.

PREVAILING WAGE RATES FOR ENGINEERING CONSTRUCTION
PUBLISHED JANUARY 6, 2012

CLASSIFICATION	RATES	CLASSIFICATION	RATES
CEMENT MASON/CONCRETE FINISHER			
Paving and Structures	\$ 12.98	Crawler Tractor	\$ 13.68
ELECTRICIAN	\$ 27.11	Excavator, 50,000 pounds or less	\$ 12.71
FORM BUILDER/FORM SETTER		Excavator, Over 50,000 pounds	\$ 14.53
Paving & Curb	\$ 12.34	Foundation Drill, Crawler Mounted	\$ 17.43
Structures	\$ 12.23	Foundation Drill, Truck Mounted	\$ 15.89
LABORER		Front End Loader 3 CY or Less	\$ 13.32
Asphalt Raker	\$ 12.36	Front End Loader, Over 3 CY	\$ 13.17
Flagger	\$ 10.33	Loader/Backhoe	\$ 14.29
Laborer, Common	\$ 11.02	Mechanic	\$ 16.96
Laborer, Utility	\$ 11.73	Milling Machine	\$ 13.53
Pipelayer	\$ 12.12	Motor Grader, Fine Grader	\$ 15.69
Work Zone Barricade Servicer	\$ 11.67	Motor Grader, Rough	\$ 14.23
PAINTER (Structures)	\$ 18.62	Off Road Hauler	\$ 14.60
POWER EQUIPMENT OPERATOR:		Pavement Marking Machine	\$ 11.18
Asphalt		Piledriver	\$ 14.95
Distributor		Roller, Asphalt	\$ 11.95
\$ 14.06		Roller, Other	\$ 11.57
Asphalt Paving Machine	\$ 14.32	Scraper	\$ 13.47
Broom or Sweeper	\$ 12.68	Spreader Box	\$ 13.58
Concrete Pavement Finish Machine	\$ 13.07	SERVICER	\$ 13.97
Concrete Paving, Curing,		STEEL WORKER	
Float, Texturing Machine	\$ 11.71	Reinforcing Steel	\$ 15.15
Concrete Saw	\$ 13.99	Structural Steel Welder	\$ 12.85
Crane, Hydraulic 80 Tons or less	\$ 13.86	Structural Steel	\$ 14.39
Crane, Lattice boom 80 tons or less	\$ 14.97	TRUCK DRIVER	
Crane, Lattice boom over 80 Tons	\$ 15.80	Low Boy Float	\$ 16.03
		Single Axle	\$ 11.46
		Single or Tandem Axle Dump	\$ 11.48
		Tandem Axle Tractor w/Semi Trailer	\$ 12.27

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

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

FORT BEND PARKWAY TOLL ROAD
AND
WESTPARK TOLLWAY

COUNTY: FORT BEND				PROPOSAL SHEET FORT BEND COUNTY TOLL ROAD AUTHORITY		U S E O N L Y	
TXDOT ITEM-CODE			UNIT BID PRICE <u>ONLY</u> , WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES		
ALT.	ITEM NO.	DESC. CODE					
	104	2001	REMOVING CONC (PAV) <u>Three</u> DLRS. and <u>No</u> CENTS	SY	7150.00		
	104	2037	REMOVE CONC (RAIL) <u>Five</u> DLRS. and <u>No</u> CENTS	LF	865.00		
	104	2045	REMOVE CONC (MISC) <u>Five</u> DLRS. and <u>No</u> CENTS	CY	967.00		
	132	2005	EMBANKMENT (FINAL)(ORD COMP)(TY C) <u>Twenty</u> DLRS. and <u>No</u> CENTS	CY	1648.00		
	162	2002	BLOCK SODDING <u>Two</u> DLRS. and <u>Ninety</u> CENTS	SY	5932.00		
	166	2001	FERTILIZER <u>Six Hundred</u> DLRS. and <u>No</u> CENTS	AC	1.23		
	168	2001	VEGETATIVE WATERING <u>Two Hundred</u> DLRS. and <u>No</u> CENTS	MG	0.15		
	334	2078	HMCL ACP TY-D SAC-B AC-1.5 <u>Four Hundred</u> DLRS. and <u>No</u> CENTS	TON	2.90		
	360	2048	CONC PVMT (CONT REINF - CRCP) (HES) (10") <u>Two Hundred</u> DLRS. and <u>No</u> CENTS	SY	1349.00		
	400	2001	STRUCT EXCAV <u>Thirty</u> DLRS. and <u>No</u> CENTS	CY	188.40		
	416	2005	DRILL SHAFT (42 IN) <u>Four Hundred Forty</u> DLRS. and <u>No</u> CENTS	LF	1728.00		

FORT BEND PARKWAY TOLL ROAD
AND
WESTPARK TOLLWAY

COUNTY: FORT BEND					PROPOSAL SHEET FORT BEND COUNTY TOLL ROAD AUTHORITY		U S E O N L Y	
TXDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES			
ALT.	ITEM NO.	DESC. CODE						
	420	2005	CL C CONC (FOOTING) <u>Nine Hundred</u> DLRS. and <u>No</u> CENTS	CY	117.75			
	420	2023	CL C CONC (COLUMN) <u>One Thousand</u> DLRS. and <u>No</u> CENTS	CY	351.51			
	432	2001	RIPRAP (CONC) (4 IN) <u>Eight Hundred</u> DLRS. and <u>No</u> CENTS	CY	13.56			
	432	2039	RIPRAP (MOW STRIP) (4 IN) <u>Two Hundred</u> DLRS. and <u>No</u> CENTS	CY	303.00			
	442	9001	STRUCTURAL STEEL <u>Two Hundred Thirty Thousand</u> DLRS. and <u>No</u> CENTS	EA	3.00			
	500	2001	MOBILIZATION <u>Four Hundred Ten Thousand</u> DLRS. and <u>No</u> CENTS	LS	1.00			
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING <u>TenThousand</u> DLRS. and <u>No</u> CENTS	MO	9.00			
	512	2001	PORT CTB (FUR & INSTALL) (SAFETY SH) (TY 1) <u>Ten</u> DLRS. and <u>No</u> CENTS	LF	1620.00			
	512	2019	PORT CTB (MOVE) (SAFETY SH) (TY 1) <u>Ten</u> DLRS. and <u>No</u> CENTS	LF	180.00			
	529	2006	CONC CURB (MONO) (TY II) <u>Seven</u> DLRS. and <u>No</u> CENTS	LF	715.00			
	530	2010	DRIVEWAYS (CONC) <u>Eighty Five</u> DLRS. and <u>No</u> CENTS	SY	2236.00			

FORT BEND PARKWAY TOLL ROAD
AND
WESTPARK TOLLWAY

COUNTY: FORT BEND					PROPOSAL SHEET FORT BEND COUNTY TOLL ROAD AUTHORITY		A U T H	U S E O N L Y
TXDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES			
ALT.	ITEM NO.	DESC. CODE						
	540	2001	MTL W-BEAM GD FEN (TIM POST) Twenty _____ DLRS. and No _____ CENTS	LF	1650.00			
	540	2011	MTL BEAM GD FEN TRANS (THRIE-BEAM) One Thousand Seven Hundred _____ DLRS. and No _____ CENTS	EA	2.00			
	544	2001	GUARDRAIL END TREATMENT (INSTALL) Two Thousand Two Hundred _____ DLRS. and No _____ CENTS	EA	14.00			
	618	2038	CONDT (PVC) (SCHD 80) (3") Nine _____ DLRS. and No _____ CENTS	LF	4232.00			
	618	2039	CONDT (PVC) (SCHD 80) (3") BORE Thirty Five _____ DLRS. and No _____ CENTS	LF	876.00			
	618	2040	CONDT (PVC) (SCHD 80) (4") Twenty Four _____ DLRS. and No _____ CENTS	LF	350.00			
	618	2056	CONDT (RM) (3") Twenty Four _____ DLRS. and No _____ CENTS	LF	2928.00			
	620	2007	ELEC CONDR (NO. 4) BARE Two _____ DLRS. and Ten _____ CENTS	LF	2687.00			
	620	2020	ELEC CONDR (NO. 1/0) INSULATED Four _____ DLRS. and Fifty _____ CENTS	LF	8061.00			
	624	2002	GROUND BOX TY 1 (122422) W/ APRON Nine Hundred _____ DLRS. and No _____ CENTS	EA	48.00			
	624	2004	GROUND BOX TY 2 (243636) W/ APRON One Thousand Seven Hundred _____ DLRS. and No _____ CENTS	EA	18.00			

FORT BEND PARKWAY TOLL ROAD
AND
WESTPARK TOLLWAY

COUNTY: FORT BEND					PROPOSAL SHEET FORT BEND COUNTY TOLL ROAD AUTHORITY		U S E O N L Y	
TXDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES			
ALT.	ITEM NO.	DESC. CODE						
	628	2196	ELC SRV TY A 120/240 200 (NS) AL (N) SP (O) <u>Five Thousand</u> DLRS. and <u>No</u> CENTS	EA	3.00			
	644	2042	IN SM RD SN SUP&AM TYS80(2)SA(P) <u>Seven Hundred</u> DLRS. and <u>No</u> CENTS	EA	12.00			
	672	2017	REFL PAV MRKR TY II-C-R <u>Eleven</u> DLRS. and <u>No</u> CENTS	EA	4.00			
	677	2002	ELIM EXT PAV MRK & MRKS (6") <u>No</u> DLRS. and <u>Forty Four</u> CENTS	LF	2992.00			
	678	2002	PAV SURF PREP FOR MRK (6") <u>No</u> DLRS. and <u>Eight</u> CENTS	LF	5280.00			
	678	2026	PAV SURF PREP FOR MRKS (9") <u>No</u> DLRS. and <u>Thirty</u> CENTS	LF	50.00			
	690	2036	INSTALL OF FND FOR GROUND MNT CABINETS <u>Four Thousand</u> DLRS. and <u>No</u> CENTS	EA	6.00			
	6014	2011	FIBER OPTIC CBL (SINGLE-MODE) (12 FIBER) <u>Two</u> DLRS. and <u>No</u> CENTS	LF	600.00			
	6623	9001	MULTI-DUCT CONDUIT (PVC) (INSTALL ONLY) <u>Nine</u> DLRS. and <u>No</u> CENTS	LF	810.00			
	6623	9002	MULTI-DUCT CONDUIT (PVC) (BORE) (INSTALL ONLY) <u>Sixty</u> DLRS. and <u>No</u> CENTS	LF	624.00			
	6986	2006	PREFB PV MK W / WNTY TY B (W) (6") (SLD) <u>Five</u> DLRS. and <u>Fifty</u> CENTS	LF	5080.00			

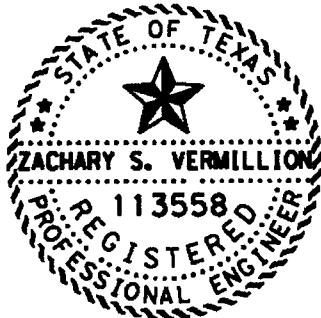
FORT BEND PARKWAY TOLL ROAD
AND
WESTPARK TOLLWAY

COUNTY: FORT BEND					PROPOSAL SHEET FORT BEND COUNTY TOLL ROAD AUTHORITY		A U T H	U S E O N L Y
TXDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES			
ALT.	ITEM NO.	DESC. CODE						
	6986	2007	PREFB PV MK W / WNTY TY B (W) 9" (BRK) CNTST <u>Thirteen</u> DLRS. and <u>No</u> CENTS	LF	50.00			
	6986	2016	PREFB PV MK W / WNTY TY B (Y) (6") (SLD) <u>Nine</u> DLRS. and <u>No</u> CENTS	LF	200.00			
	9001	2001	REMOVE MAINLANE TOLL PLAZA SYSTEM <u>Fifty Thousand</u> DLRS. and <u>No</u> CENTS	EA	1.00			
	9001	2002	REMOVE RAMP TOLL PLAZA SYSTEM <u>Eighteen Thousand</u> DLRS. and <u>No</u> CENTS	EA	4.00			
	16060	1	GROUNDING AND BONDING SYSTEMS <u>Eight Thousand</u> DLRS. and <u>No</u> CENTS	LS	3.00			
	16070	1	EQUIPMENT RACK W/ PANLBOARD, TVSS, CONTACTOR, TIME CLOCK, PHOTOCCELL <u>Seven Thousand</u> DLRS. and <u>No</u> CENTS	EA	6.00			
	16670	1	LIGHTNING PROTECTION SYSTEM <u>Twenty Two Thousand</u> DLRS. and <u>No</u> CENTS	LS	3.00			
	SS6834	2002	PORTABLE CHANGEABLE MESSAGE SIGN <u>Two Thousand</u> DLRS. and <u>No</u> CENTS	EA	6.00			
	SS8911	2001	TRUSS SCREEN <u>One Hundred Ten Thousand</u> DLRS. and <u>No</u> CENTS	EA	3.00			
			FORCE ACCOUNT - LAW ENFORCEMENT <u>Forty Thousand</u> DLRS. and <u>Zero</u> CENTS		1.00			

Highway: Fort Bend Parkway Toll Road
Limits: From SH 6 to Sam Houston Parkway
County: Fort Bend

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

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



A handwritten signature in black ink, appearing to read "Amy Schulte", written over a horizontal line.

Ramos Consulting, LLC
Project Manager

Date: 07/24/2014

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

General Notes:

General:

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.

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.

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.

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

Any groundwater elevation information provided is representative of conditions existing on the day when and for the specific location where this information was collected. The actual groundwater elevation may fluctuate with time, climatic conditions, and construction activity.

4" multi-duct is available for use from the Fort Bend County Toll Road Authority (FBCTRA). The Contractor is responsible for pick-up at the FM 1464/Westpark Tollway yard. Coordinate at least 48 hours prior to pick-up with FBCTRA

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

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

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

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

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: 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.

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 Department standard sheets.

Item 5: Control of the Work

Submit shop drawings electronically for the fabrication of items as documented in Table 1 below. Electronic submittals should be emailed to the Engineer in PDF format. The subject line of the email should be the same as the attached file without the file type extension. Include within the body of the email the Project, Roadway, and No. Sheets. Attachments must total no more than 7 MB and must be submitted unzipped. References to 11 in. x 17 in. sheets in individual specifications for structural items imply electronic CAD sheets.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

Table 1
2004 Construction Specification Required Shop/Working Drawing Submittals

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/ Fabricator P.E. Seal Required	Reviewing Party
449	Toll Gantry Structure Anchor Bolts	Y	Y	N	T
650	Toll Gantry Structures	Y	Y	N	T

Item 7: Legal Relations and Responsibilities

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.

Item 8: Prosecution and Progress

The road-user cost liquidated damages are \$1,500 per day. After the project is substantially complete, the liquidated damages become those based on contract administration costs.

Create, maintain, and submit for approval, a Critical Path Method (CPM) project schedule using computer software that is fully compatible with Phoenix CPM Scheduling Software or other software by approval of the owner.

This project is based on a seven (7) day workweek schedule.

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.

Pavement "sawcuts" shall mean full pavement depth sawcuts at every location removal occurs.

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.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

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.

Item 161: Compost

Item 162: Sodding for Erosion Control

Item 166: Fertilizer

Item 168: Vegetative Watering

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

Item 334: Hot-Mix Cold-Laid Asphalt Concrete Pavement

Place the cold-mix limestone rock asphalt pavement with a motor grader.

Taper the asphalt concrete pavement at the beginning and ending points.

This item shall be used to repair/replace bond-breaker in areas of full depth pavement removals.

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.

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

High-early strength cement shall be used for all pavement construction.

Do not use limestone dust of fracture as fine aggregate.

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

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

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

Item 400: Excavation and Backfill for Structures

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 toll gantry trusses after they are installed. Replace faulty anchor bolts as directed. Do not weld the anchor bolts.

Item 420: Concrete Structures

Unless otherwise noted, use Class C concrete with an ordinary surface finish for toll gantry column foundations.

Item 432: Riprap

If stone riprap is shown on the plans, use common stone riprap in accordance with Section 432.2.C.3, placed dry in accordance with Section 432.3.B.3. Do not grout. Crushed concrete may also be used.

Item 442: Metal for Structures

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

Prestressed concrete panels will not be allowed on steel structures.

Each new tolling point location on Fort Bend Parkway consists of two trusses spanning the roadway.

Item 450: Railing

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

Items 496: Remove Structures

On the north side of McHard Road (northbound entrance ramp/southbound exit ramp), remove existing toll gantry poles and drilled shafts. Cut drilled shafts to a minimum of 2-ft below existing grade.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Engineer. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

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

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

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

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

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

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

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

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

Use shadow vehicles with Truck Mounted Attenuators (TMA) for lane and shoulder closures.

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

Partial Lane Closure (Roadway)			
Day	Daytime Closure Hours	Nighttime Closure Hours	Restricted Hours Subject
Weekdays	12:00 AM – 6:59 AM and 9:01 AM – 3:59 PM	7:01 PM – 11:59 PM	7:00 AM – 9:00 AM and 4:00 PM – 7:00 PM
Weekend	12:00 AM – 11:59 AM	12:00 PM - 11:59 PM	N/A

Weekday is defined as Monday 7:00 AM to Friday 9:00 PM.

Weekend is defined as Friday 9:01 PM to Monday 6:59 AM.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

* Full lane closures during demolition work will be allowed with police officers holding traffic for no more than 20 minutes.

* Full lane closures will only be allowed to set the gantry steel (sign bridge) with police officers holding traffic for no more than 20 minutes.

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

Law enforcement assistance will 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 Authority 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.

A minimum of 7 days in advance of any total closure, place a portable changeable message (PCM) sign at the location of each total closure which informs the traveling public of the details of the closure. Alternately, if the Traffic Control Plan provides a positive barrier at the location, a non-trailer mounted static message board sign behind the positive barrier may be used in place of a PCM.

Item 504: Field Office and Laboratory

No field office is required for this project.

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

Item 530: Intersections, Driveways, and Turnouts

An air-entraining admixture is not required.

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

For driveways and turnouts, coarse aggregate Grade No. 3 through No. 8 conforming to the gradation requirements specified in the Item, “Hydraulic Cement Concrete” will be permitted.

Item 540: Metal Beam Guard Fence

Painting the timber posts is not required.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

Use timber posts for galvanized steel metal beam guard fence, except for anchorage at turned down ends.

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

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

Provide a mow strip as shown on the plans, at metal beam guard fence locations, including any guardrail end treatments.

Galvanize the rail elements supplied for this project by using a Type II Zinc Coating.

Item 618: Conduit

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

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

Unless shown on the plans, install underground conduit a minimum of 24 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable 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.

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.

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

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.

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

Before backfilling conduit trenches, place a detectable underground metalized mylar marking tape above the conduit and concrete encasement. Imprint the marking tape with, “FBCTRA CONDUIT AND FIBER OPTIC CABLE SYSTEM. CALL (281) 242-9740 BEFORE PROCEEDING” every 18 in. Supplying and installing the marking tapes is subsidiary to the various bid items.

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 N.E.C.

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.

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.

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

Project Number: Fort Bend County Toll Road Authority – Toll Conversion Project

County: Fort Bend

Highway: Fort Bend Parkway Toll Road and Westpark Tollway

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.

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

Item 650: Overhead Sign Supports

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

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

Item 672: Raised Pavement Markers

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 6986: Longitudinal Prefabricated Pavement Markings (PPM) with Warranty

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

Stripe roadways before opening them to traffic.

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

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

**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.”

**FORT BEND COUNTY TOLL ROAD AUTHORITY
SPECIAL PROVISION TO ITEM 3**

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

Article 3.1.B. Bonds. Is supplemented by the following:

Contractor that is awarded the contract shall complete and sign the following Performance Bond form and Payment Bond form:

PERFORMANCE BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____

Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER Fort Bend County Toll Road Authority

PENAL SUM OF BOND (in words and figures) _____

_____ ,
being 100 percent of the Contract Price.

CONTRACT for _____ for Fort
Bend County Toll Road Authority, Fort Bend County, Texas.

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 shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract 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, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

Should the Principal fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof. Surety understands and agrees that the provision in the Contract that Owner will retain certain amounts due Principal until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit, and Owner has the right to pay or withhold such retained amounts or any other amount owing under the Contract to secure completion of the Work without changing or affecting the liability of the Surety hereon to any degree. The Surety further understands and agrees that the provision in the Contract that Owner may itself cause completion of the Work subsequent to an event of default is for Owner's benefit, and such provision shall not change or affect the liability of Surety hereon to any degree.

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 are applicable whether or not within the scope of said statute.

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.

PRINCIPAL
By _____
Name _____
Title _____
Address _____

ATTEST

By _____
Name _____
Title _____

(SEAL)

SURETY

By: _____
Name: _____
Title: _____

Physical Address:

Mailing Address

Telephone _____

ATTEST: By: _____
Name: _____
Title: _____

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:**

The name and address of the Resident Agent of Surety is:

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)

ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____

Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER Fort Bend County Toll Road Authority

PENAL SUM OF BOND (in words and figures) _____

being 100 percent of the Contract Price.

CONTRACT for _____ for Fort Bend County Toll Road Authority, Fort Bend County, Texas.

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 materials 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.

PRINCIPAL
By _____
Name _____
Title _____
Address _____

ATTEST

By _____
Name _____
Title _____

(SEAL)

ATTEST

SURETY

By: _____
Name: _____
Title: _____

Physical Address:

Mailing Address

Telephone _____

ATTEST: By: _____
Name: _____
Title: _____

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:**

The name and address of the Resident Agent of Surety is:

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)

ATTACH POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

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

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

Board of Directors: greater than \$ 50,000

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

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

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

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

Item 4 is supplemented by the addition of the following Article

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

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

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

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

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

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

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

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

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

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

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

If sites, buildings, and locations of historical, archaeological, educational, or scientific interests are discovered after construction operations are begun, operation in that particular area shall cease immediately and the sites, buildings, or location shall be investigated or evaluated by the Fort Bend 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.

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

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

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

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

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

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

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

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

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

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

- v. Builder's Risk Insurance. Contractor shall procure Builder's Risk insurance for any projects or work that include above-ground improvements (including without limitation, water well(s), water plants(s), potable and non-potable water pump stations, wastewater treatment plant(s), sanitary or storm sewer lift station(s), but not including underground water, sanitary sewer and storm sewer lines) in the amount of the total Contract Price, and shall name Authority and Contractor as insureds, as their respective interests may appear. If Authority elects to request that Contractor obtain Builder's Risk insurance through a broker designated by Authority, then Contractor shall procure such insurance as Authority may direct, and Authority shall reimburse Contractor the actual cost of the difference in premiums, if any, for such insurance without markup and the insurance offered by Contractor. In the event Authority elects to pursue a claim under any applicable Builder's Risk Policy, Contractor shall cooperate with Authority, the insurer, and their agents and representatives in investigating the loss in question or in asserting or substantiating the claim or in investigating the loss in question.
- vi. Pollution Liability. Insurance for preparatory work related to potentially contaminated areas, in the amount required by Authority.
- vii. Railroad Crossings. Contractor's construction activities may require the crossing of railroad properties and tracks. Contractor shall issue to owners of such railroad properties written description of planned activities and timing, shall obtain owner's permission and shall comply with owner's insurance and other requirements. Contractor shall conduct his operations on railroad properties in such a manner as not to interfere with, hinder or obstruct the railroad companies in any manner. Operations on railroad properties may require Contractor to execute a right of entry agreement with the particular owner. Whenever work under the Contract involves construction activities that require the Contractor's employees, agents subcontractors equipment and materials to cross or temporarily occupy railroad properties and tracks, the Contractor shall secure and maintain in his own name types of insurance to minimum amounts as required by owners of such railroad properties and tracks in companies satisfactory to the Authority and to the railroad companies.

b. Required Endorsements.

- i. Additional Insured. To the fullest extent allowed by applicable Laws and Regulations, Contractor shall name the Indemnified Parties as additional insureds to the same extent as Contractor is required to indemnify the Indemnified Parties pursuant to the Contract. Such additional insured coverage shall be to the full extent of the limits of liability on all policies of liability insurance (other than Worker's Compensation and Employers' Liability insurance) maintained in force or procured by Contractor during the Work, and shall cause such insurance to provide, if necessary by endorsement, that each such policy shall respond as primary insurance and shall not contribute with or apply as excess over any other valid and collectible other insurance that may be maintained by Authority or Engineer. In addition, Contractor shall cause the insurance required by Sections 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v to provide or be endorsed to provide that such

insurance applies separately to each insured against whom claim is made or suit is brought.

- ii. Waiver of Subrogation. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against the Indemnified Parties, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Work to provide, if necessary by endorsement, that each such insurer fully waives subrogation against Authority and Engineer. The insurance as to which subrogation waiver is required includes, but is not limited to, that required by Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v. Contractor hereby waives and releases all Claims it may have against the Indemnified Parties to the extent any of such Claims are covered by insurance required to be furnished by Contractor or any Subcontractors hereunder, whether or not Contractor actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT, OF AN INDEMNIFIED PARTY.
- iii. Notice of Modification/Cancellation. All policies for which any Indemnified Parties are named insureds or additional insureds shall be endorsed to require the insurer to provide such named insured and additional insureds with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. For policies on which an Indemnified Party is neither a named insured nor an additional insured, Contractor shall provide such Indemnified Party with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.
- c. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies maintained by Contractor, including insurance required hereunder, shall be assumed by, for the account of, and at the Contractor's sole risk and expense, and shall not be billed to or payable by Authority.
- d. Certificates of and Proof of Insurance. Contractor shall furnish Authority with certificates of insurance showing Contractor's procurement of the insurance required hereunder, in compliance with Applicable Laws and Regulations. Contractor agrees to review each certificate, and hereby warrants to Authority the accuracy of all information shown on each Certificate furnished. In addition, Contractor, upon request, shall promptly:
 - i. Permit Authority to inspect the originals of all required insurance at the offices of Contractor or its insurance broker;
 - ii. Provide copies of all required insurance to Authority; and

- iii. Authorize Authority to communicate directly (by telephone, email, or in person) with Contractor's insurance broker for the purpose of verifying Contractor's compliance with these requirements or to answer questions concerning Contractor's insurance.
- e. Claims-Made Insurance. If the insurance required hereunder is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of Contractor's performance hereunder.
- f. Insolvency of Insurer and Reinstatement of Impaired Limits. In the event of the insolvency of any insurer underwriting any insurance required hereunder, Contractor shall replace such insurance with insurance meeting the requirements hereof. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give Authority prompt notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.
- g. Subcontractors' Insurance. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v and of 1.b.i and 1.b.ii above. In addition, subcontractors shall comply with Section 1.a.v, if applicable.
- h. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Contract and shall continue until thirty (30) calendar days after completion of all Work or services to be provided hereunder, including the performance of any warranty work. In addition, Contractor shall maintain in force and effect completed operations coverage under the insurance policies required by paragraphs 1.a.ii and 1.a.iv, and any "claims-made" coverage within paragraph 1.e, for a minimum of two (2) years after Final Completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- i. No Waiver by Authority. Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply certificates of insurance that comply with Section 1.d, above, or the failure of Authority to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions, or deficiencies in the insurance obtained, shall not constitute a waiver by Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Contract, including Contractor's obligations to defend, indemnify, and hold harmless Authority, as required herein.
- j. Minimum Limits. The foregoing insurance requirements are minimum requirements intended to benefit Authority and Engineer, shall not be interpreted to limit Contractor's liability to Authority in any manner whatsoever; and, are separate from and independent

of Contractor's other obligations under this Contract, including Contractor's obligations to defend, indemnify and hold harmless Authority.

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

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

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

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

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

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

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

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

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

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

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

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

B. Appurtenances.

1. Unreimbursed Repair. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
 - signs,
 - barricades,
 - changeable message signs, and
 - other work zone traffic control devices.

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

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

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

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

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

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

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

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

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

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

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

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

Article 7.17, Personal Liability of Public Officials₂ is revised to read in its entirety as follows:

7.17 Personal Liability₂. In carrying out provisions of the Contract Documents or in exercising any power or authority granted there under, there shall be no liability for the Project Engineer, the Section Engineer(s), Construction Phase Engineer, their respective officers, employees, subcontractors, or authorized assistants, either personally or otherwise, as they are agents and representatives of the Authority, and there shall be no liability, either personal or otherwise for any member of the Commissioners' Court, of the 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 7.19. Preservation of Cultural and Natural Resources and the Environment is supplemented by the following:

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

Provide notice to the Department of demolition or renovation to the structures listed in the plans at least 30 calendar days prior to initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

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

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

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

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

Article 7.20 Contractor’s Responsibility of Safety.

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

Article 7.21 Third Party Beneficiary.

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

Article 7.22 Indemnification and Hold Harmless for Telecommunications.

The contractor shall indemnify and hold harmless the FBCTRA from and against all costs, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs and expense) arising out of any act or omission of the contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on the FBCTRA property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on the FBCTRA property. Contractor shall not have or seek recourse against the FBCTRA for any claim or cause of property. Contractor shall not have or seek recourse against the FBCTRA for any claim or cause of action alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using the FBCTRA's property or a customer or user of services of the fiber optic cable on the FBCTRA's property.

FORT BEND COUNTY TOLL ROAD AUTHORITY

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Department of Transportation Standard Specifications is hereby amended with respect to the articles cited below and no other articles or requirements of this Item are waived or changed hereby.

Article 8.1, Prosecution of Work is revised by removing the first three sentences and replacing as follows:

8.1 Prosecution of Work. Prior to beginning construction operations, a preconstruction conference between the Contractor and the Engineer will be conducted. Prior to the preconstruction conference, The Contractor shall submit to the Engineer a preliminary CPM progress schedule which details the first 100 days of the contract in accordance with the requirements of Article 8.2, Progress Schedules. Within 30 calendar days following the preconstruction conference, the contractor shall submit the final version of the Contract Schedule. If the contractor fails to submit the initial schedule within the 30 days, the Engineer may withhold \$1,500 per day until an initial (baseline) schedule that complies with the specifications is submitted. The engineer will review the schedule within 7 days, and determine if the schedule is acceptable. If the schedule is not acceptable, the contractor will have 7 days to make the necessary changes. If the contractor fails to submit the revised and corrected initial schedule within the 30 days, the Engineer may withhold \$1,500 per day until an initial schedule that complies with the specifications is submitted.

Article 8.2B, Construction Contracts is revised to read in its entirety as follows:

8.2B Construction Contracts The Contractor must furnish a Critical Path Method schedule. Each schedule submittal must be accompanied by an electronic backup copy of the schedule. Schedules must be submitted at least monthly and must accompany each pay application. The schedule shall include all planned work activities and sequences. The initial schedule must utilize all of the contract time allowed in the contract. The schedule should incorporate major material procurements including preparation of shop drawings, submittals, fabrication and delivery of long lead items, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Each activity will be assigned a dollar value, the sum of which shall be equal to the adjusted contract value. The schedule activities must generally have durations shorter than one month and the work divided into discrete increments to allow easy identification of the specific task and simplify the updating process.

The Contractor may use Phoenix CPM Scheduling Software or other software by approval of the owner. Schedules prepared and submitted in any other format will not be accepted.

The Engineer may require the Contractor to develop more detailed schedules for certain phases of the project such as major traffic changes, work requiring lane closures, or recovery schedules if the project falls behind schedule etc.

The contractor must provide a person proficient in CPM analysis to create and maintain the project schedule and be available when requested to meet with the Owner's Representative.

The CPM schedule must generally comply with construction industry standards as presented in "CPM in Construction" by James J. O'Brien or the AGC Guide to "Construction Planning and Scheduling". The schedule must have a clearly identifiable Critical Path. The Critical Path is defined as the longest path. It is the Fort Bend County Toll Road Authority's (the Authority) intention to conduct regular schedule update and review meetings with the Contractor to identify potential conflicts and opportunities on the project. The schedules submitted throughout the project will be essential elements in any delay claim.

The project schedule shall include but is not limited to the following:

- Begin the project schedule on the start date of contract time or start of compensable work on the project, whichever occurs first;
- Show the sequence and interdependence of activities required for complete performance of the work;
- Ensure all work sequences are logical and show a coordinated plan of the work;
- Show a predecessor and successor for each activity
- Clearly and accurately identify the critical path as the longest continuous path
- Provide a legend for all abbreviations and include the schedule filename, run date, data date, project start date, and project completion date in the title block of each schedule submittal;
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non work periods such as holidays, weekends, or other non-work days as identified in the Contract;
- No constraints or negative lags will be allowed.
- Show submittal and procurement periods.

For each activity on the project schedule provide:

- A logical activity number utilizing an alphanumeric designation system tied to the sequence of work and traffic control plans;
- A concise description of the work represented by the activity;
- An activity duration in days;
- The estimated quantity of work;

- Plan and incorporate resources, such as crews and heavy equipment, for each activity. Accurately represent the planned labor and equipment hours necessary to achieve the estimated productivity rates;
- Code the activities so that organized plots of the schedule may be produced;

The project schedule will be maintained for use by both the contractor and the Engineer. It will become an as-built record of the daily progress achieved on the project. In order to maintain an accurate as-built record of each activity, the actual start dates and finish dates must be recorded contemporaneously as they occur. If continuous progress of an activity is interrupted for any reason except non-work periods, such as holidays, weekends, or interference from temperature or precipitation, then the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established the original durations and actual dates of all activities will remain unchanged.

Revisions to the schedule may be made as necessary. The project schedule shall be revised when changes in construction phasing and sequencing, changes in Traffic Control Plan, or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly updated narrative with the purpose of the revision and description of the impact on the schedule's critical path and project completion date.

The cut-off day for recording monthly progress will be established by the Project Engineer. Submit the updated schedule no later than the 1st work day of the following month.

A monthly update narrative will be included in the monthly schedule update. This narrative should include but is not limited to the following:

- The status of the project completion date, listing reasons why any change may have occurred;
- List all activities that have been added, deleted, or otherwise changed in the schedule with explanations for the modifications and description of the impacts each has on the project schedule;
- Any revisions that may have been performed to the schedule, providing the purpose of the revision and description of the impact to the project critical path and completion dates; and
- The status of the critical path, explaining reasons for any changes in critical path, impacts to the critical path that occurred during the period represented, or identifying any potential impacts that may occur in the next 3 months, including but not limited to material deliveries, utility and right way clearances, or other potential impacts.

No direct compensation will be made for fulfilling these requirements, as this work is considered subsidiary to the Item 500-2001, Mobilization. If the contractor does not submit the monthly schedule update by the 1st workday of the following month, the Engineer may withhold \$1,500 per day until an updated schedule that complies with the specifications is submitted.

Any amounts withheld by the Engineer for failure to comply with any part of Article 8.2 may be deducted from the Contract Amount by the Engineer at his discretion.

Article 8.3, Computation of Contract Time for Completion is voided and replaced with the following:

Time is of the essence of this Contract. All references to days are references to calendar days unless expressly stated otherwise. Calculation of Contract Time will commence on the Notice to Proceed date and run continuously for the duration of the contract.

The Contractor must achieve Substantial Completion within the contract duration specified.

The Contractor must achieve Final Completion no more than the number of days specified by the Engineer from the date of Substantial Completion.

Work shall begin on the date fixed in the Contract requisition. It shall be prosecuted regularly and without interruption until completion. The entire work shall be finished and fully completed to the satisfaction of the Engineer in **TWO HUNDRED FIFTY (250) CALENDAR DAYS.**

Article 8.5, Failure to Complete Work on Time, is voided and replaced by the following:

Failure to substantially complete the project, which includes the work for completion of toll infrastructure as specified in the plans, within the established number of working days in the contract, plus any additional working days granted, the Contractor will be assessed liquidated damages of \$3,500 per day which will be withheld from any amount owed the Contractor. If the amount owed the Contractor is insufficient to withhold the amount, the Contractor shall pay the difference to the Authority.

Substantial completion for the entire project is defined as occurring when all work as shown on the plans requiring lane or shoulder closures or obstructions is completed, and traffic is following in the lane arrangement as shown in the plans. All pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position, or as called for on the plans. An exception may be made by the Engineer for permanent pavement markings provided that the lack thereof does not cause a disruption to traffic flow or an unsafe condition for the traveling public. All toll infrastructure must be completed and accepted by the Engineer at substantial completion of the entire project.

Final completion for the entire project is defines as occurring when all work as shown on the plans have been completed, all punch-list items have been completed and when the Engineer has accepted the project.

The Project, of which the Work forms an essential part, is to be operated as a controlled access toll road project, and delay in completion of the Work of this Contract will cause delay in opening the Project to traffic and will cause losses to the Authority, including, but not limited to, lost revenue, interest on monies borrowed, increased administrative, legal and engineering costs, and other tangible and intangible losses. The liquidated damages set forth above are to cover partially such losses and expenses.

The Engineer may waive the collection of liquidated damages if the Work in its entirety, or any portion of the Work for which a date of completion is stipulated, has been substantially completed within the prescribed time of completion therefore.

If the Contractor fails to complete the Work within the time fixed by the Contract, or extensions thereof, and if the Engineer shall, nevertheless, permit the Contractor to continue and complete same, such permission shall neither modify nor waive any liability of the Contractor for damages arising from non-completion of the Work within the said time, but all such liabilities shall continue in full force against the Contractor.

Item 8 is supplemented by the addition of the following Article:

8.11 Extension of Time - Control of the contract duration, completion date, and contract amount are essential elements of this contract and shall only be adjusted in writing by Change Order. A Change Order amending the contract duration and the contract completion date or the contract amount shall only be considered after the Contractor has made such a request in a timely manner accompanied by proper documentation supporting such a request. The contract duration, completion date, and amount may not be adjusted by any other means.

Reasons for adjustment: The Engineer will consider adjustment of the contract duration, completion date, and contract amount for any changed condition or event which in the sole opinion of the Engineer is beyond the control of the Contractor; could not have been reasonably foreseen; and impacts the longest path on the properly prepared and submitted CPM schedule for the project.

Longest Path: Extensions of time will be granted only to the extent the changed conditions impact the longest path of the properly prepared CPM schedule. No extension of time will be granted for any change that does not impact the longest path, nor will any extension of time be granted for that portion of any delay event that is absorbed by float within the schedule.

Delays affecting activities not on the longest path by definition cannot affect the completion date of the project and will not be considered as a reason to adjust the contract duration or the contract completion date but may be considered for cost impacts. In cases of non-critical delays the Contractor must provide timely documentation of the condition giving rise to the non-critical delay and documentation on the how the delay is causing the cost impact. All notice requirements contained in this provision pertain equally to critical as well as non-critical impacts without exception.

Timely notice of any impact is an essential element of this contract. The Contractor must provide the Engineer with notice of any delay which may impact the project completion date or impact cost within 7 calendar days from the commencement of the delay, or 7 calendar days from the date the Contractor should have reasonably been aware of the delay. Initial notice of the delay must be in writing and must generally describe the event or condition causing the delay and must specifically identify the schedule activities by activity ID and description which are being impacted, and generally the types and amounts of cost per day being incurred. The Contractor's initial notice shall also provide a brief explanation of why an alternative construction sequence eliminating or minimizing the delay is not possible or practical. This initial notice may be a letter containing all of the elements described above. The Engineer may request an immediate schedule review meeting with the Contractor upon notice of any delay to review the current CPM schedule and consider all possible alternatives.

FAILURE TO PROVIDE WRITTEN NOTICE WITHIN 7 CALENDAR DAYS OF THE COMMENCEMENT OF ANY DELAY MAY RESULT IN THE DENIAL OF ANY REQUEST

FOR AN ADJUSTMENT TO THE CONTRACT DURATION, COMPLETION DATE, OR CONTRACT AMOUNT RESULTING FROM THAT DELAY.

The Impact of the Delay will be evaluated using the Time Impact Analysis method. A Time Impact Analysis consists of the following steps:

Step 1. Establish the status of the project immediately prior to the delay event or impact, or as near as practical prior to the commencement of the delay.

Step 2. Using the schedule produced in Step 1, add an activity to the schedule for the delay event with an estimated duration, or the actual duration of the delay event in the case of delay which has ended. Logically connect the added activity representing the delay event to the appropriate predecessor and successor activities to determine the impact to the completion date. Step 3. Track the effects of the impact on the schedule during the occurrence by progressing the schedule monthly including the delay activity included in Step 2.

Step 4. Immediately after the conclusion of the delay event, or as near as practical after the delay event has ended, establish the status of the project and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Submit Step 1 and 2 with the Notice of Potential Time Impact. Incorporate Step 3 into schedule updates until impact is complete. Submit Step 4 with the Final Documentation, no later than 10 days after the completion of the impact.

Determine the time impact by comparing the status of the work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the actual effects of the impact once it is complete (step 4). All four steps of the Time Impact Analysis shall be completed before consideration of a Contract time extension or adjustment of milestone date will be provided.

Final Documentation. After the delay event or condition has ended the Contractor has 10 days to prepare and submit the final documentation of the impact of the delay including all cost impacts. An additional 30 days to prepare the final statement of impacts may be granted by the Engineer if requested by the Contractor in writing prior to the conclusion of the initial 10 day period. This documentation shall include a concise Time Impact Analysis Statement prepared using the submitted CPM schedules and a statement of all additional costs incurred as a result of the delay event or condition with backup documentation to support the claimed cost.

FAILURE TO PROVIDE WRITTEN DOCUMENTATION OF THE TIME AND COST IMPACT OF ANY DELAY WITHIN 10 DAYS OF THE CONCLUSION OF ANY DELAY MAY RESULT IN THE SUBSEQUENT DENIAL OF ANY REQUEST FOR AN ADJUSTMENT TO THE CONTRACT COMPLETION DATE OR COST IMPACTS.

END OF SPECIAL PROVISION

FORT BEND COUNTY TOLL ROAD AUTHORITY

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For the project, Item 9, "Measurement and Payment", of the Standard Specifications, is hereby modified with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

Article 9.5 A. Labor is voided and replaced by the following:

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 9.5 C. Materials is voided and replaced by the following:

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.

Article 9.6, Progress Payments. The first paragraph is voided and replaced by the following:

Once each month on a set day agreed to at the beginning of the contract, the Contractor shall provide the Engineer with his monthly estimate for quantities installed during the preceding month and the value thereof at the Contract unit prices.

No payment shall be made for material on hand.

The Contractor shall submit, with each request for partial payment, an updated and current backup copy of the CPM Schedule per the Special Specification for CPM Schedules, **1310**. No request for payment will be processed without the appropriate schedule update.

Article 9.8 Final Payment. The following paragraphs are added:

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.

Item 9 is supplemented by the addition of the following Article:

Article 9.9 Tax Exemptions. The bidder obligates himself, if awarded the Contract, to use reasonable diligence to obtain for the FBCTRA any and all exemptions from State or Federal excise or other tax if required to pay such taxes or if such taxes are paid, to assist the FBCTRA in any necessary way to obtain refund of such taxes so paid and to execute any required documents necessary to obtain refunds or to assert such exemptions.

FORT BEND COUNTY TOLL ROAD AUTHORITY
SPECIAL SPECIFICATION 1310
CPM Schedules

1. The Contractor shall provide a written statement to the Engineer prior to the preconstruction conference describing his scheduling capabilities for the Engineer to review. This statement shall include the following as a minimum:
 - 1.1. Identification, qualifications, and experience of the member(s) of the Contractor's scheduling staff or the staff of any scheduling consultant retained by the Contractor. Person responsible for preparing schedules must be approved by the Engineer prior to initial schedule submittal.
 - 1.2. References of not less than two (2) previous projects on which the Contractor, or the Contractor's scheduling consultant, has utilized Critical Path Method (CPM) scheduling, which were of not less than one-half the value of the Contract contemplated. Engineer references shall be included.
 - 1.3. The scheduling software to be utilized on this project is Primavera Project Planner P3 version 3.1 or later. Schedules may not be prepared using SureTrak or Primavera E or EC on this project.
2. The Engineer will schedule and conduct a preconstruction conference a portion of which will specifically address the development and maintenance of the CPM schedule.
 - 2.1. The Contractor shall be prepared to review and discuss the schedule and sequence of operations plus resource and cost loading. The conference shall be attended by:
 - 2.1.1. Contractor's project management and scheduling staff
 - 2.1.2. Significant subcontractors or suppliers representatives whom the Contractor may desire to invite or whom the Engineer may request. .
 - 2.2. The Contractor shall submit to the Engineer a copy of the construction schedule that was used in the preparation of the bid.
3. Contractor acknowledges that it is constructing a revenue generating and revenue financed project. As such, it is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the work are of the essence of this contract. The work shall be prosecuted at such time, in such manner, and on such part or parts of the project as may be required to complete the project as contemplated in the Contract Documents to achieve the completion date and milestones as agreed upon in the Contract.
4. The Contractor shall prepare and submit to the Engineer the initial project schedule within twenty-one (21) days after contract award. The project schedule produced and submitted shall be in the form of a Critical Path Method (CPM) network diagram. Sufficient detail describing the sequence of activities required for complete performance of the all work; the early start and early finish dates of all activities; and an uninterrupted critical path from Notice to Proceed through Project Completion for the project shall be shown. A tabular report shall accompany the network diagram and shall, at a minimum, include an activity

number for each activity; the description and duration of each activity; all predecessors to and successors from each activity; and the early start, early finish, late start, late finish, and total float for each activity. The report shall support the network diagram. The initial project schedule shall also be submitted in electronic format via a disk containing a backup copy of the schedule.

5. The activities included in the contractor's schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the work and such that the schedule provides an appropriate basis for monitoring and evaluating the progress of the work. A work activity is defined as an activity which requires time and resources (including manpower, equipment, and delivery of materials).

- 5.1. Activity durations shall not be less than one (1) day nor more than fourteen (14) calendar days, unless otherwise approved by the Engineer. Activity durations shall be either:

- 5.1.1. working days with each activity assigned to a calendar that has working and non-working days adjusted to reflect the actual seasonal weather in this area based upon historical weather records

- 5.1.2. calendar days adjusted or factored to include an allowance for inclement weather based upon the actual seasonal weather in this area based upon historical weather records

The schedule may use multiple calendars as may be required to account for the impact or lack of impact weather may have on particular operations. The schedule must use one method or the other consistently. The use of working day method is encouraged.

- 5.2. Each activity in the schedule shall have at least one predecessor and one successor unless approved by the Engineer. All activities, except Notice to Proceed, will be required to have at least one predecessor tied to the "start" of the subject activity. All activities, except project completion, will be required to have at least one successor tied to the "finish" of the subject activity.

- 5.3. The schedule will have at least one chain of activities, linked by logic, that constitute a critical path from the current data date to the completion of the project. Critical Path is defined as activities on the longest path through the network. All schedule submittals must use the option: Critical Activities = Longest Path.

- 5.4. The Contractor shall not use Constraints of any type without prior approval of the Engineer.

- 5.5. Hammocks shall not be used without prior approval and permission of the Engineer.

- 5.6. As a minimum the Contractor shall apply the activity code structure provided by the Engineer to each activity in the schedule.

Required Activity Codes:

CSeg = Construction Segment (A, B, C, or D)

DSeg = Design Segment (1, 2, 3, 4, 5, 6, or 7)

Resp = Responsible Party (Contractor, Engineer, TxDOT)

Phas = Construction Phase (Per the TCP specified in the plans)

Seq = Construction Sequence (Per the TCP specified in the plans)

- 5.7. Activity descriptions must be sufficiently descriptive or contain enough information that each activity can be differentiated from all others on the project without the use of activity coding. This can be done by including station numbers, lane descriptions, intersections, etc.
 - 5.8. If requested by the Engineer, the Contractor shall provide highly detailed, (hourly), short term schedules for specific crucial items or periods, (i.e., traffic changes, tie-ins, main lane closures, etc.).
 - 5.9. If requested by the Engineer, the Contractor shall resource load short-term schedules to demonstrate that sufficient resources are available and capable of meeting the specific requirements resulting from the need to provide said schedule.
6. Detailed network diagram: The Contractor will only be required to submit printed schedule charts or reports for the initial schedule review and approval process. There after only an electronic backup copy of the schedule submitted on a diskette accompanying the pay request will be required. The Engineer may allow backup copies to be transmitted via e-mail solely at his discretion.
 - 6.1. The Contractor's schedule submittal shall include a time-scaled network diagram based upon the calendar the contractor anticipates using for the project inclusive of holidays and weather allowances. The network diagrams shall be Critical Path Method (CPM) precedence format and shall show the sequence, duration, and interdependence of activities required for complete performance of all items of work. A calendar shall be shown on all sheets along the entire sheet length. Each activity shall be plotted such that the beginning and completion dates of each activity can be determined graphically by comparison with the calendar scale. Each sheet shall include a title block.
 - 6.2. Sufficient care shall be exercised to produce legible and accurate network diagrams. The network diagrams shall be drawn legibly on 24x36, or 11x17 inch media or comparable computerized plot as requested by the Engineer.
 - 6.3. Contractor, Engineer, TxDOT responsibility shall be coded and annotated on the network diagrams. In addition, each activity of the network diagrams shall be labeled with a complete description, as well as the planned duration in work days.
 - 6.4. The Contractor's schedule shall also be presented in a bar chart format based upon work days.
 7. The detailed network diagram shall be accompanied by reports, in tabular format, prepared, sorted, and sub-sorted, as follows:
 - 7.1. All activities sorted by activity number and including predecessor and successor relationships, lag and lead time. Each listing shall show activity number, description, location, responsibility, total duration in working days, early start date, late start date, early finish date, late finish date, total float, free float and status (whether critical or completed) for each activity in the network diagram.

- 7.2. All activities sorted by responsibility, sub-sorted by early start and total float. The activity responsibility listing shall segregate in separate sub-listings; the work activities for the Contractor, vendors, subcontractors, and the Engineer, and submittals to the Engineer of all major items of material and equipment.
 - 7.3. A sub-listing of materials and equipment sorted by equipment tag number. The sub-listing of materials and equipment shall include the following activities: preparation of shop drawings and submittals to the Engineer, review by the Engineer, fabrication and/or delivery of materials and/or equipment. All of these activities shall be interfaced with the earliest date that the material or equipment is to be installed on the project.
 - 7.4. The detailed network diagram shall also be accompanied by an electronic backup copy of the schedule on a 3 ½ diskette(s) or compact disc. This diskette or disc must be made utilizing the Primavera Backup Utility within the P3 program using the schedule compression option. The diskette or disc must be properly labeled and as a minimum contain the Contractors name, Contract or Segment number, and the data date of the schedule.
8. If the Contractor desires to make a change to the schedule he shall notify the Engineer, in advance of making such change, in writing stating the reason for the change. If the Engineer considers the change to be major, the Engineer may require the Contractor to revise and submit for acceptance, all of the affected portions of the network diagram clearly marked to indicate the proposed changes along with electronic versions of the original schedule and the proposed changes and analysis to show the effect on the entire project. The original network and the proposed revision and analysis shall be submitted to the Engineer within fifteen (15) days after the Engineer notifies the Contractor that the revision is considered major. A change will be considered major if the time estimated to be required for an activity or the sequence of activities is varied from the original plan to a degree that there is reasonable doubt that the contract completion or other contractual milestone date will be met or if the change impacts the work of other contractors involved in the project or follow on projects. Changes to activities having adequate float will generally be considered as minor changes, except that an accumulation of minor changes may be considered a major change when such changes affect the contract completion or other milestone dates.

The schedule shall clearly indicate the sequence and interdependency of work activities. It shall include, but not be limited to the following items, as appropriate to the contract.

- 8.1. Engineering activities, all Engineer review and approvals [allow twenty-one (21) calendar days for Engineer review],
- 8.2. Submittals, vendor design activities, vendor supplied information, drawings, engineering, etc.,
- 8.3. Mobilization and move-in,
- 8.4. Excavation, backfilling, grading, paving, underground utilities,
- 8.5. Preparation of approval packages by the Contractor, review by the Engineer, approval/decision milestones [allow twenty-one (21) days for Engineer review],
- 8.6. Concrete placement sequence, forming, placing, curing, etc., (note: curing must be on a seven days per week calendar)
- 8.7. Order, manufacture, shipment, delivery, installation, and check-out of major equipment,

- 8.8. Order, manufacture, shipment, delivery, and installation of structural steel, misc. metals,
 - 8.9. Order, manufacture, shipment, delivery, and installation of mechanical equipment,
 - 8.10. Order, manufacture, shipment, delivery, and installation of electrical equipment,
 - 8.11. Sitework,
 - 8.12. Order, manufacture, shipment, delivery, and installation of instrumentation and control equipment,
 - 8.13. Painting,
 - 8.14. All other major construction activities,
 - 8.15. Subcontractor's items of work,
 - 8.16. Punchlist and clean-up,
 - 8.17. Shutdown periods,
 - 8.18. Performance and acceptance testing and supervisory service activities
 - 8.19. Delivery, installation, and checkout of Engineer furnished equipment and materials if applicable,
 - 8.20. Start-up and testing of facilities,
 - 8.21. Operator and maintenance personnel training,
 - 8.22. All contractual milestones, substantial completion dates, and final completion dates,
 - 8.23. Final clean-up, and
 - 8.24. Demobilization
9. Any activity that requires unusual shift work, such as multiple shifts per day, night only work, six or seven day work weeks, etc., shall be clearly identified in the schedule.
10. The Contractor's schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion of the contract. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the completion date), and total float with the overall schedule, is not for the exclusive use of either the Engineer or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet the contract milestones and the contract completion date.
11. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew or resource sequencing, etc.
12. The Engineer, within ten (10) working days after receipt of the preliminary Contractor's schedule, shall meet with the Contractor and selected subcontractors requested by the Engineer, to review the schedule submitted. Within ten (10) working days after receipt of the Engineer's written review comments, the Contractor shall revise the preliminary schedule in accordance with the Engineer's comments, and resubmit the schedule to the Engineer. The revised Contractor's schedule shall be accepted or rejected by the Engineer, within ten (10) working days after receipt. It is expected that no more than two (2) submittals of the Contractor's schedule will be needed in order to obtain an accepted schedule.
- 12.1. If more than two (2) submittals are required, the Engineer shall have the right to withhold approval of progress payments until the Contractor complies with the Engineer's requirements and submits a schedule that is approved.

- 12.2. The Contractor's schedule, when accepted by the Engineer, shall constitute the initial schedule, and shall stand until updated schedules are submitted to reflect actual completed work, approved changes, or recognized delays.
- 12.3. The receipt of the Contractor's schedule shall be a condition precedent to the Contractor receiving his first payment under the contract. No subsequent progress payments will be processed if not accompanied by a current schedule update furnished electronically per paragraph 7.4 of this specification.
13. The Contractor shall execute the Work in accordance with the approved schedule. Upon issuance of a change order or notice to proceed with a change, the approved change shall be reflected in the next schedule submittal by the Contractor, or other schedule update submittal accepted by the Engineer.
14. Once each week, or as requested by the Engineer, the Contractor shall submit a report or schedule listing activities begun, completed, and in progress in the past week, and activities scheduled to begin, be complete or activities in progress for the succeeding two (2) weeks. This report shall cover all work activities listed on the schedule. The report shall be a tabular report, commonly referred to as a "turn-around document," sorted by activity ID number.
15. Predicated upon the results of the Engineer's review of monthly submissions of the updated schedule, or the joint Engineer/Contractor review in any given month, the Contractor may be required to revise the schedule. Conditions under which a revision will be required include the following:
 - 15.1. When a delay in completion of any work activities or sequences of work activities result in an indicated extension of the project completion or milestone dates.
 - 15.2. When delays in submittals or equipment or material deliveries, or work stoppages are encountered which make re-planning or re-scheduling of the work necessary.
 - 15.3. When the schedule does not represent the actual prosecution and progress of the project.
16. All revisions and additions the Contractor's schedule are subject to review and acceptance or rejection by the Engineer.
17. If any time during the project, the Contractor fails to complete any activity by its latest scheduled completion date, which late completion will impact the end date of the work past the contract completion date, or other contractual milestone, the Contractor shall, within five (5) working days, submit to the Engineer a written statement as to when, and how, the Contractor will re-organize his work force to return to the current approved schedule.
18. The written statement must be accompanied by a revised schedule that will indicate how the plan described in the Contractor's written statement will actually affect the current Contractor's schedule.
19. Whenever it becomes apparent from the monthly progress evaluation and updated schedule data that any milestone date(s) or the contract completion date will not be met, the Contractor shall take some or all of the following actions:

- 19.1. Increase manpower in such quantities and crafts on critical activities to substantially eliminate the backlog of work and meet the current completion date.
 - 19.2. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
 - 19.3. Reschedule work to achieve concurrent accomplishment of work activities.
20. Under no circumstances will the addition of equipment or construction forces, increasing work hours, or any other method, manner, or procedure to return the work to the contractually required completion date, or milestone, be considered justification for a change order. or treated as an acceleration, or entitle the Contractor to additional compensation.
21. No time extensions shall be granted, nor delay damages paid, unless the delay can be clearly demonstrated by the Contractor on the basis of the updated schedule current as of the month the change was issued, or the delay occurred, and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means.
22. The schedule shall be cost loaded. Each activity shall be assigned a value that accurately reflects the total cost of the work described, including labor, materials, equipment, subcontracts, etc. These values will not be used for payment purposes. The sum of the values assigned to the activities in the Contractor's schedule shall be equal to the contract value. A resource named "CASH" will be used for cost loading. These values are to be utilized to assist the Authority in cash flow predictions and as an additional measure of project progress.
23. The schedule shall be resource loaded using man hours of effort. Each activity shall be assigned a value that accurately reflects the total man hours of effort to accomplish the work described. The sum of the values assigned to the activities in the Contractor's schedule shall be equal to the total number of man hours estimated for the project including subcontractors. A resource named "MNHR" will be used for resource loading manhours.
24. The Contractor shall utilize a sequential naming system for each schedule submittal acceptable to the Engineer. Each schedule submitted to the Engineer will be identified by a unique name conforming to the sequential numbering convention agreed to. Example. A001, A002, A003, A004 etc.
25. At least once each month, on a date established by the Engineer, a review meeting for the coordination of the schedule will be held. The meeting shall be attended by the Contractor's project manager, superintendent, and scheduler, and those major subcontractors as determined to be necessary by the Engineer or the Contractor.
26. Time Impact Statements: If the Contractor believes that he is due additional time because of changes made by the Engineer, or Time Suspensions not received in writing from the Engineer, or by other causes not within his control, other than weather, he may request additional time. Such request must be made within fourteen (14) days from the time the event requiring the adjustments occurrence, or within fourteen (14) days from the date the Contractor should have reasonably been expected to know of the event. In no event will any request for additional time be considered after the next months time charges have been

presented to the Contractor by the Engineer. The Engineer can furnish TIS forms upon the Contractor's request.

Each Time Impact Statement must clearly contain the following:

- 26.1. A clear description of the event or reason for the request
- 26.2. The reason the event or cause is not the Contractors responsibility
- 26.3. Background information or data sheets to support the request
- 26.4. A copy of the portion of the schedule being impacted clearly indicating the activities being impacted before the event and after the event
- 26.5. The amount of time being requested in calendar days

No request for additional time will be considered with out a Time Impact Statement containing all of the information described in this section.

27. Weather Delays – This is a calendar day project. It is the Contractor's responsibility to consider the geographic location including the local weather conditions and the period in which this project will be constructed as well as the contract duration in order to marshal the necessary resources to complete this project on time.

- 27.1. No time extensions will be granted for normal or seasonal rain or adverse weather conditions.
- 27.2. The Contractor may request additional time for unusually severe or adverse weather using paragraph 26 of this section. Such request will be considered in the same manner as any other request for additional time.
- 27.3. The contractor must provide background data on what the expectation for working days was for normal weather using historical weather records versus the actual weather was for the period in question.
- 27.4. Any such claim for unusually severe weather may be offset by the Authority's request for a reduction in the contract duration due to unusually good weather but only to the extent of the Contractor's request for additional days.

If the Contract fails to mobilize within 10 days of the date of the Notice to Proceed, the Owner will be entitled to off-set any requested time extensions by the number of days from the date of the Notice to Proceed to the date of mobilization.

(END OF SECTION)

FORT BEND COUNTY TOLL ROAD AUTHORITY

SPECIAL SPECIFICATION

6834

PORTABLE CHANGEABLE MESSAGE SIGN

1. **Description.** Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.
2. **Materials.** Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:
 - Sign controller
 - Changeable Message Sign
 - Trailer
 - Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595b, except paint the sign face assembly flat black.

- A. **Minimum Luminance Requirements.** All PCMS units shall meet the following luminance requirements measured at the character level in candela as is published in Report 4940-2, "Photometric Requirements for Portable Changeable Message Signs," conducted by the Texas Transportation Institute. Luminance will be tested in accordance with Tex-880.
 - Minimum Daytime Character Luminance of 4000cd/m² with a contrast ratio of 5.
 - Minimum Nighttime Character Luminance of 30/cd/m².
- B. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- C. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 78 in. high x 126 in. wide sign housing. Provide a minimum 18 in. character height. Provide a 5 x 7 character pixel matrix. Provide a message visibility distance of 750 ft. Provide for manual and automatic dimming light sources.

FORT BEND COUNTY TOLL ROAD AUTHORITY

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

D. Trailer. Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

E. Power Source. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

F. Cellular Telephone. When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

- 3. Construction.** Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

- 4. Measurement.** This Item will be measured by each PCMS or by the day used. All PCMS units shall be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day shall be measured for each PCMS set up and operational on the worksite.
- 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 "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

FORT BEND COUNTY TOLL ROAD AUTHORITY

SPECIAL SPECIFICATION

8911

TRUSS SCREENS

8911.1 Description

This item shall govern the furnishing and placement of a perforated aluminum panel windscreen on toll gantry trusses. Related items:

Item 442, Metal for Structures

Item 445, Galvanizing

Item 650, Overhead Sign Supports (Trusses)

8911.2 Materials

Except as specified, all material shall be new and of the best quality and all labor shall be done in a most thorough and workmanlike manner and with all reasonable rapidity, all to the full satisfaction of the owner.

A. Fasteners: Type 304 or 316 stainless-steel fasteners for exterior use

B. Perforated Aluminum Panel: 3/16" clear anodized perforated aluminum panel with 48% open area created by 1/2" diameter holes staggered at 1 1/16".

8911.3 Truss Screen Construction

The truss screen shall consist of perforated aluminum panels attached to overhead signage support trusses as described by Items 442 and 650.

Screens shall be installed on front and back faces of each truss. No screening on top, bottom, or sides.

Use continuous aluminum angle to fasten to truss, with joint at aluminum angle to match vertical member at truss. Use self-drilling stainless steel fastener through aluminum panel. Align all fasteners.

All dissimilar metals shall be electrically isolated from one another with non-conductive washers, gaskets, spacers or other suitable means to prevent the occurrence of galvanic action.

Use 1/16" x 1-1/2" EPDM metal separator shim between fastener and truss. Use 2-1/2" x 2-1/2" x 3/16" aluminum angle and 2" x 3/16" aluminum pressure bars of clear anodized aluminum pre-drilled holes in shop for fasteners.

Holes for fasteners must be pre-drilled prior to installation. See "Perforated Panel Details" sheet for hole size and locations.

8911.4 Warranty

The contractor shall provide a one-year warranty from all defects.

FORT BEND COUNTY TOLL ROAD AUTHORITY

8911.5 Measurement

Truss Screens shall be measured by the Square Foot "SF" complete in place which includes all screens on a single truss frame.

8911.6 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 "Truss Screens". The price shall be for full compensation for the complete assembly in place including fabrication, shipment, fasteners, supporting steel, and all labor, materials, equipment, tools and other necessary items to install the screens.

**FORT BEND COUNTY TOLL ROAD AUTHORITY
SPECIAL PROVISION ITEM 9001**

REMOVAL OF TOLL PLAZA SYSTEM

9001.1. Description. Break, remove, and salvage or dispose of existing toll plaza with all appurtenances including rail, crash cushions, drain pipes, conduits, steel beams, etc.

9001.2. Construction. Remove existing toll plaza system at the locations shown on the plans. Avoid damage to roadway and landscaping items to remain. Replace any damaged items by the Contractor at no expense to the County. Unless shown on plans, accept ownership and properly dispose of the toll plaza system.

Assume ownership and remove from the project site, items salvaged from the existing tolling structure and plaza.

9001.3. Measurement. Removing of all the items associated with the toll plaza system will be measured as each.

9001.4. Payment. The work performed in accordance with this Item and measured as provided in "Measurement" will be paid for at the unit price bid for "Removal of Toll Plaza System". This price is full compensation for breaking down the material; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

END SPECIAL PROVISION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS

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

Items 1- 9	General Requirements and Covenants
Item 104	Removing Concrete
Item 132	Embankment (100), (204), (210), (216), (400)
Item 161	Compost
Item 162	Sodding For Erosion Control (166)(168)
Item 166	Fertilizer
Item 168	Vegetative Watering
Item 360	Concrete Pavement (300)(420)(421)(438)(440)(529)(585)
Item 400	Excavation and Backfill for Structures(132)(401)(420)(421)
Item 416	Drilled Shaft Foundations (420)(421)(440)(448)
Item 420	Concrete Structures (400)(421)(426)(427)(428)(438)(440)(441)(448) (454)
Item 432	Riprap (247)(420)(421)(440)
Item 442	Metal For Structures (441)(447)(448)
Item 450	Railing (420)(421)(424)(440)(540)
Item 496	Removing Structures (430)
Item 500	Mobilization
Item 502	Barricades, Signs, and Traffic Handling
Item 512	Portable Concrete Traffic Barrier (420)(421)(424)(440)(442) (440)
Item 530	Intersection, Driveways, and Turnouts (247)(260)(263)(275)(276) (292) (316)(330)(334)(340)(360)(421)(440)
Item 540	Metal Beam Guard Fence (421)(445)(529)(542)(544)
Item 544	Guardrail End Treatments
Item 618	Conduit (400)(445)(476)(622)
Item 620	Electrical Conductors
Item 624	Ground Boxes (421)(440)
Item 628	Electrical Services (441)(445)(449)(618)(620)(627)(656)
Item 650	Overhead Sign Supports (416)(420)(421)(441)(442)(445)(449)(618)
Item 672	Raised Pavement Markers (677)(678)
Item 677	Eliminating Existing Pavement Markings and Markers (300)(302)(316)
Item 678	Pavement Surface Preparation for Markings (677)

SPECIAL PROVISIONS

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

Prevailing Wages

Special Provision "General" – FBCTRA

Special Provision "Important Notice to Contractors" (000-100)

Special Provision to Item 1 001-015

Special Provision to Item 3 Award and Execution of Contract (FBCTRA)

Special Provision to Item 4 Scope of Work (FBCTRA)

Special Provision to Item 7 Legal Relations and Responsibilities (FBCTRA)

Special Provision to Item 8 Prosecution and Progress (FBCTRA)

Special Provision to Item 9 Measurement and Payment (FBCTRA)

Special Provision to Item 132 132-005, 132- 007

Special Provision to Item 161 161-006

Special Provision to Item 166 166-001

Special Provision to Item 360 360-003

Special Provision to Item 420 420-002

Special Provision to Item 442 442-016

Special Provision to Item 450 450-001

Special Provision to Item 500 Mobilization (FBCTRA)

Special Provision to Item 502 502-033

Special Provision to Item 512 512-002

Special Provision to Item 540 540-023

Special Provision to Item 620 620-001

Special Provision to Item 624 624-014

Special Provision to Item 672 672-034

SPECIAL SPECIFICATIONS

All Special Specifications are included herein.

Item 1310 CPM Schedules (FBCTRA)

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.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE NBG Constructors, Inc.

9702 Synott Road, Houston, TX 77083

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of Massachusetts

as Surety, hereinafter called the Surety, are held and firmly bound unto Fort Bend County Toll Road Authority

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid


Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Toll Conversion Project on Fort Bend Parkway Toll Road

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of August 2014

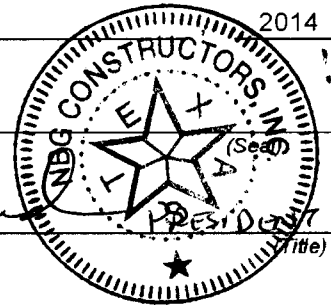

(Witness)


NBG Constructors, Inc.

(Principal)

By: 

DAVID BOOTH




Mary Ann Garcia
(Witness)



Liberty Mutual Insurance Company

(Surety)

By: 

Attorney-in-Fact

Jo Ann Parker

(Seal)

(Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6475992

American Fire and Casualty Company
The Ohio Casualty Insurance Company

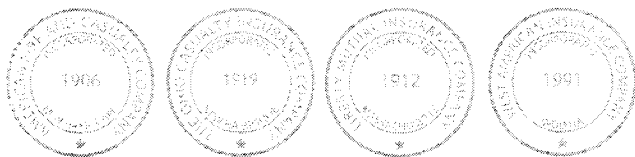
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia A. Peters; David A. Castillo; Jo Ann Parker; Judy M. Dold; Larry H. Senkel; Mark H. Hilliard; Mary Ann Garcia

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 23, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

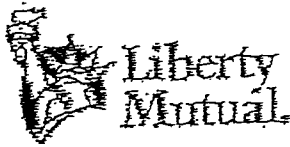
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

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: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company 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 information only and does not become a part or condition of the attached document.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurepointe of Texas, Inc. 2909 Hillcroft Ste #600 Houston, TX 77057 713 964-0022	CONTACT NAME: Marsha Trasp X134 PHONE (A/C, No, Ext): 713 964-0022 E-MAIL ADDRESS: mtrasp@insurepointe.com		FAX (A/C, No): 713 964 0044
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NBG Constructors, Inc. 9702 Synott Rd Houston, TX 77083	INSURER A: Travelers Lloyds Insurance Comp		41262
	INSURER B: Travelers Indemnity Company of		25666
	INSURER C: Texas Mutual Insurance Company		22945
	INSURER D: Travelers Lloyds of Texas Insur		41564
	INSURER E: Travelers Property Casualty Co		25674
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 14-15 Term

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO3B580686	02/28/2014	02/28/2015	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> PD Ded:1,000						\$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$5,000
							PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
							\$
E	AUTOMOBILE LIABILITY			BA3B622288	02/28/2014	02/28/2015	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP5465B944	02/28/2014	02/28/2015	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$8,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$10000					AGGREGATE
							\$8,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001096672	02/28/2014	02/28/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000
D	Equipment FI			QT6604B243471LC13	02/28/2014	02/28/2015	\$1,983,797 Owned Equip
	Rented/Leased						\$400,000 Max per item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Toll Conversion Project on Ft. Bend Parkway Toll Road From SH 6 to Sam Houston Parkway

Certificate Holder Completed to Read: Ft. Bend County Toll Road Authority C/O Mike Stone Associates

The General Liability and Automobile policies include a blanket automatic additional insured endorsement

that provides additional insured status to the certificate holder only when there is a written contract

between the named insured and the certificate holder that requires such status. The General Liability,

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Fort Bend
 Toll Road Authority
 c/o Mike Stone Associates
 19875 SW Freeway, Suite 270
 Sugar Land, TX 77479

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam J. King

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Workers Compensation and Automobile policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Workers Compensation and Automobile policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. The General Liability policy includes an endorsement that contains primary and non-contributory wording.

Umbrella if Follow Form over Primary General Liability, Automobile Liability and Workers' Compensation Policies Subject to Policy Terms, Conditions and Exclusions.

PERFORMANCE BOND

Bond No. 58S207152

STATE OF TEXAS

Contract Date _____

COUNTY OF Fort Bend

Date Bond Executed _____

PRINCIPAL NBG Constructors, Inc.

SURETY Liberty Mutual Insurance Company

OWNER Fort Bend County Toll Road Authority

PENAL SUM OF BOND (in words and figures) Four Million One Hundred Forty Two Thousand Three Hundred Twenty Five Dollars and 88/100 (\$4,142,325.88)

being 100 percent of the Contract Price.

CONTRACT for Fort Bend Conversion Project on Fort Bend Parkway Toll Road for Fort Bend County Toll Road Authority, Fort Bend County, Texas.

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 shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract 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, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

Should the Principal fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof. Surety understands and agrees that the provision in the Contract that Owner will retain certain amounts due Principal until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit, and Owner has the right to pay or withhold such retained amounts or any other amount owing under the Contract to secure completion of the Work without changing or affecting the liability of the Surety hereon to any degree. The Surety further understands and agrees that the provision in the Contract that Owner may itself cause completion of the Work subsequent to an event of default is for Owner's benefit, and such provision shall not change or affect the liability of Surety hereon to any degree.

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 are applicable whether or not within the scope of said statute.

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.

NBG Constructors, Inc.

PRINCIPAL

By

Name DAVID BOEHM

Title PRESIDENT

Address 9702 Synott Road

Houston, Texas 77083

Liberty Mutual Insurance Company

SURETY

ATTEST

By

Name Sandra Higuilar

Title Contract Administrator

(SEAL)

By

Name: Jo Ann Parker

Title: Attorney-In-Fact

Physical Address:

13201 Northwest Freeway, Suite 810

Houston, Texas 77040

Mailing Address

13201 Northwest Freeway, Suite 810

Houston, Texas 77040

Telephone 713-744-1762

ATTEST:

By

Name: Mary Ann Garcia

Title: Witness

LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:

1238909

The name and address of the Resident Agent of Surety is:

Jo Ann Parker - Willis of Texas, Inc., 920 Memorial City Way, Suite 500, Houston, Texas 77024

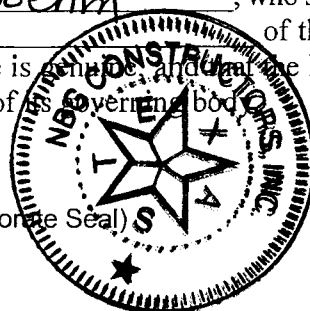
Surety must attach its original power of attorney to this BOND.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Sharon Boehm

(Corporate Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6214014

American Fire and Casualty Company
The Ohio Casualty Insurance Company

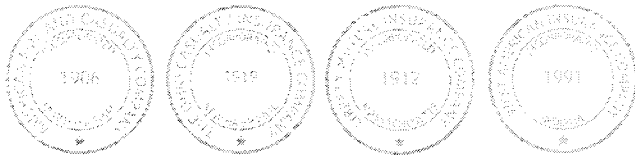
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cindy Peters; Jacqueline Kirk; Jo Ann Parker; Judy M. Dold; Larry H. Senkel; Mark Hilliard

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of July, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

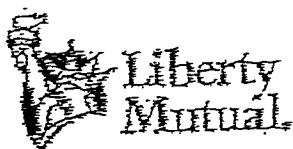
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

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: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company 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 information only and does not become a part or condition of the attached document.

PAYMENT BOND

Bond No. 58S207152

STATE OF TEXAS

Contract Date _____

COUNTY OF Fort Bend

Date Bond Executed _____

PRINCIPAL NBG Constructors, Inc.

SURETY Liberty Mutual Insurance Company

OWNER Fort Bend County Toll Road Authority

PENAL SUM OF BOND (in words and figures) Four Million One Hundred Forty Two Thousand Three Hundred Twenty Five Dollars and 88/100 (\$4,142,325.88)

being 100 percent of the Contract Price.

CONTRACT for Toll Conversion Project on Fort Bend Parkway Toll Road for Fort Bend County Toll Road Authority, Fort Bend County, Texas.

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 materials 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.

NBG Constructors, Inc.

PRINCIPAL

By

Name DAVID BOEHM

Title PRESIDENT

Address 9702 Synott Road
Houston, Texas 77083

ATTEST

By

Name Sandra Aguilar

Title Contract Administrator

(SEAL)

ATTEST

By

Name: Jo Ann Parker

Title: Attorney-In-Fact

Physical Address:

13201 Northwest Freeway, Suite 810

Houston, Texas 77040

Mailing Address

13201 Northwest Freeway, Suite 810

Houston, Texas 77040

Telephone 713-744-1762

ATTEST:

By

Name: Mary Ann Garcia

Title: Witness

**LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION
NUMBER:**

1238909

The name and address of the Resident Agent of Surety is:

Jo Ann Parker - Willis of Texas, Inc., 920 Memorial City Way, Suite 500, Houston, Texas 77024

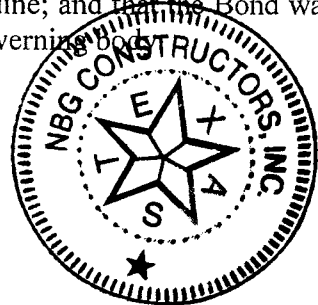
Surety must attach its original power of attorney to this BOND.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sharon Boehm, certify that I am the secretary of the corporation named as Principal in the Bond; that David Boehm, who signed the bond on behalf of Principal, was then President 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.

Sharon Boehm

(Corporate Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6475791

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia A. Peters; David A. Castillo; Jo Ann Parker; Judy M. Dold; Larry H. Senkel; Mark H. Hilliard; Mary Ann Garcia

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2014.



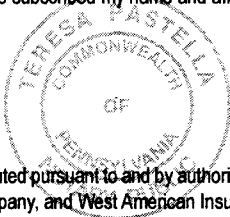
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

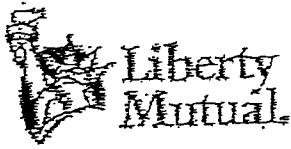
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 14



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

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: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company 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 information only and does not become a part or condition of the attached document.