

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The Parties to this agreement are:

Owner:

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

Contractor:

TRIPLE B SERVICES, LLP  
820 Old Atascoasita Road  
Huffman, Texas 77336

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the Parties, for and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor and Owner hereby agree as follows:

Scope of Work:

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

Clearing and Grubbing, Fort Bend Grand Parkway Toll Road, Segment C, Section C-1,  
for Fort Bend Grand Parkway Toll Road Authority,  
Fort Bend County, Texas,  
according to those particular Plans and Technical Specifications  
prepared by Brown & Gay Engineers, Inc. and IDC, Inc. ("Engineer")

and all Extra Work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Contract Documents, including, but not limited to, Invitation to Bidders, Instructions to Bidders, General and Special Conditions of the Agreement, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications, on file with Engineer. Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Contract, and is thoroughly familiar therewith.

Under this Agreement and the Contract Documents, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for

the construction of the Work as described in the Technical Specifications and as shown on the Plans. The completed installation shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the installation to Owner in operating condition.

The Work, in general, under the Contract includes:

- (1) Preparation of right of way, including clearing and grubbing for future southbound frontage road
- (2) Grading of prepared right of way
- (3) Stormwater pollution prevention (silt fence, stabilized construction access)
- (5) Seeding
- (6) Clean-up project area upon completion

Time for Completion:

The Contractor hereby agrees to begin work within **10 calendar days** after Engineer has given written Notice to Proceed. Contractor hereby also agrees to achieve Substantial Completion of the Work within **70 calendar days** after the date of the written Notice to Proceed and to achieve Final Completion of the Work within **90 calendar days** after the date of the written Notice to Proceed.

Surety Bonds Required:

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

- a Payment Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$25,000 or more

AND

- a Performance Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$100,000 or more,

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

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 370 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of the agent's authority to act must accompany all Bonds signed by an agent. Surety must have a minimum

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

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

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

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

Contract Price:

The Contract Price for this Work is One Hundred Thirty Thousand, Four Hundred Forty and 65/100 dollars (\$130,440.65). The initial Contract Price may increase or decrease due to Change Orders and the Contract Price Adjustment as provided by the Contract Documents.

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

Contractor and Owner agree that time is of the essence of this Contract. Therefore, Contractor and Owner agree that for each and every calendar day the Work or any portion thereof shall remain incomplete after the expiration of the time limits set in the Contract, or as extended under the provisions of the Contract Documents the Contract Price will decrease by \$1,500.00 for Substantial Completion and \$1,000 for Final Completion ("Contract Price Adjustment"). The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such amount from the Contractor or the sureties on the Contractor's performance bond.

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

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

Owner

By: 

Name: James D. Condrey, DDS

Title: Chairman

TRIPLE B SERVICES, LLP

Contractor

By: 

Name: Donna Burke

Title: Sr Project Administrator

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

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

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

Corporate Seal

4811-5798-0448, v. 1

**EFFECTIVE DATE**

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

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

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

**RESOLUTION OF LIMITED LIABILITY PARTNERSHIP**

RESOLVED, THAT THE PARTNERS OF TRIPLE B SERVICES, L.L.P.,  
BRIAN KEITH BURKE, MANAGING PARTNER, KEVIN DEL BURKE, GENERAL  
PARTNER, AND CHARLES WALTER BURKE, GENERAL PARTNER HEREBY  
AUTHORIZE DONNA MISHELLE BURKE TO EXECUTE COMPANY  
DOCUMENTS ON BEHALF OF THE PARTNERS TO ENTER INTO BID  
AGREEMENTS, CONTRACT AGREEMENTS, CHANGE ORDER  
AGREEMENTS, BOND DOCUMENTS, WARRANTIES, CERTIFICATES OF  
COMPLETION AND ANY OTHER ITEMS NECESSARY TO OFFER, AGREE  
AND COMPLETE THE EXECUTION OF CONTRACTS.

WE HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A  
RESOLUTION DULY ADOPTED BY THE PARTNERS/BOARD OF DIRECTORS  
OF SAID PARTNERSHIP/CORPORATION AT A MEETING DULY HELD THE  
15<sup>th</sup> DAY OF January, 20 05 AT WHICH A QUORUM WAS  
PRESENT AND VOTING, AND THAT THE SAME HAS NOT BEEN REPEALED  
OR AMENDED AND REMAINS IN FULL FORCE AND EFFECT AND DOES  
NOT CONFLICT WITH THE BY LAWS OF SAID PARTNERSHIP/CORPORATION.

Brian Keith Burke  
Brian Keith Burke, Managing Partner

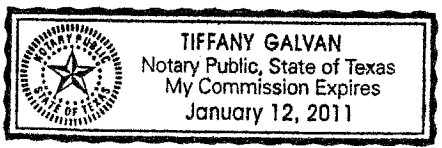
Kevin Del Burke  
Kevin Del Burke, General Partner

Charles Walter Burke  
Charles Walter Burke, General Partner

SWORN AND SUBSCRIBED BEFORE ME Brian Keith Burke, Managing Partner, Kevin Del  
Burke, General Partner and Charles Burke, General Partner, this 15<sup>th</sup> day of  
January, 20 05 to certify which witness my hand and seal of office

Tiffany Galvan  
Notary Public in and for the  
State of Texas

(NOTARY SEAL)



**FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY**

**PERFORMANCE BOND**

**PERFORMANCE BOND**

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

COUNTY OF Fort Bend Date Bond Executed July 23, 2015

PRINCIPAL Triple B Services, LLP  
820 Old Atascocita Road, Huffman TX 77336

SURETY Liberty Mutual Insurance Company  
8350 N. Central Expressway, Suite 850, Dallas TX 75206

OWNER Fort Bend Grand Parkway Toll Road Authority

PENAL SUM OF BOND (in words and figures) One Hundred Thirty Thousand, Four Hundred Forty & 65/100<sup>th</sup> Dollars (\$130,440.65), being 100 percent of the Contract Price.

CONTRACT for Clearing & Grubbing for Segment C, Section C-1, Fort Bend Grand Parkway Toll Road Authority  
Fort Bend County, Texas (the "Contract").

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

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

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

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

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

**FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY**

**PERFORMANCE BOND**

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

Triple B Services, LLP

PRINCIPAL

By 

Name Donna Burke

Title Sr Project Administrator

Address 820 Old Atascocita Road

Huffman, TX 77336

ATTEST

By 

Name Tiffany Galvan

Title Project Assistant

(SEAL)

**Liberty Mutual Insurance Company**

SURETY

By 

Name Robert M. Overbey, Jr.

Title Attorney in Fact

(SEAL)

ATTEST

By 

Name Carol E. Hock

Title Attorney in Fact

Physical Address:

8350 N. Central Expressway, Suite 850  
Dallas TX 75206

Mailing Address:

8350 N. Central Expressway, Suite 850  
Dallas TX 75206

Telephone: 214-622-9912

Local Recording Agent Personal Identification Number:

BondPro, Inc. - 7527

Robert M. Overbey, Jr. - 823909

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

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

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

**FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY**

**PAYMENT BOND**

**PAYMENT BOND**

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

COUNTY OF Fort Bend Date Bond Executed July 23, 2015

PRINCIPAL Triple B Services, LLP

820 Old Atascocita Road, Huffman TX 77336

SURETY Liberty Mutual Insurance Company

8350 N. Central Expressway, Suite 850, Dallas TX 75206

OWNER Fort Bend Grand Parkway Toll Road Authority

PENAL SUM OF BOND (in words and figures) One Hundred Thirty Thousand, Four Hundred Forty & 65 /100<sup>th</sup> Dollars (\$ 130,440.65 ), being 100 percent of the Contract Price.

CONTRACT for Clearing & Grubbing for Segment C, Section C-1, Fort Bend Grand Parkway Toll Road Authority  
Fort Bend County, Texas (the "Contract").

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

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

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

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

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

**FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY**

**PAYMENT BOND**

Triple B Services, LLP

PRINCIPAL

By Donna Burke

Name Donna Burke

Title Sr Project Administrator

Address 820 Old Atascocita Road  
Huffman, TX 77336

ATTEST

By Tiffany Galvan

Name Tiffany Galvan

Title Project Assistant

(SEAL)

**Liberty Mutual Insurance Company**

SURETY

By Robert M. Overbey, Jr.

Name Robert M. Overbey, Jr.

Title Attorney in Fact

(SEAL)

ATTEST

By Carol E. Hock

Name Carol E. Hock

Title Attorney in Fact

Physical Address:

8350 N. Central Expressway, Suite 850  
Dallas TX 75206

Mailing Address:

8350 N. Central Expressway, Suite 850  
Dallas TX 75206

Telephone: 214-622-9912

Local Recording Agent Personal Identification Number:

BondPro, Inc. - 7527

Robert M. Overbey, Jr. - 823909

**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)

**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. 6891494

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

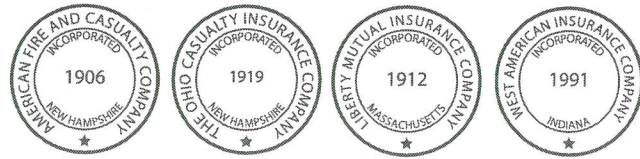
Liberty Mutual Insurance Company  
West American Insurance Company

**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, Carol E. Hock; Robert M. Overbey, Jr.; Suzonne D. Lawrence

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 3rd day of March, 2015.



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 3rd day of March, 2015, 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.

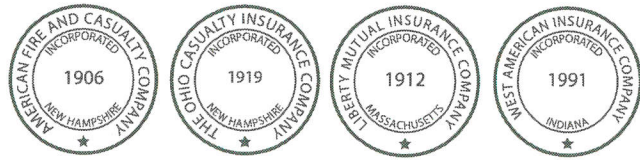
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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 23rd day of July, 2015.



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](mailto: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.



## NOTIFICACION IMPORTANTE

PARA OBTENER INFORMACION O REALIZAR UNA QUEJA:

Usted puede escribir la notificación y dirigirla a Liberty Mutual Surety en la siguiente dirección:

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

Usted puede contactar al Departamento de Seguros de Texas para obtener información acerca de las compañías, coberturas, derechos o quejas:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a la siguiente dirección:

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](mailto:ConsumerProtection@tdi.state.tx.us)

### Disputas acerca de primas o reclamos

En caso de que usted quiera elevar una disputa concerniente al tema de primas, por favor contacte en primer lugar a su agente. Si el tema de la disputa es relativo a un reclamo, por favor contacte a la compañía de seguros en primer término. Si usted considera que la disputa no es apropiadamente resuelta en estas instancias, entonces usted puede contactar al Departamento de Seguros de Texas..

### Adjunte esta notificación a su póliza:

Esta notificación es a los solos fines de su información y la misma no forma parte o condiciona de manera alguna el documento adjunto.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2015

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).

<b>PRODUCER</b> Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008		<b>CONTACT NAME:</b> Amber Ingle <b>PHONE (A/C, No, Ext):</b> 713-880-7100 <b>E-MAIL ADDRESS:</b> certificates@bmbinc.com		<b>FAX (A/C, No):</b> 713-880-7166	
<b>INSURED</b> Triple B Services, LLP 820 Old Atascocita Road Huffman TX 77336		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>TRIPLEBSER</b>		<b>INSURER A:</b> Amerisure Insurance Company		19488	
		<b>INSURER B:</b> Navigators Ins Co		42307	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

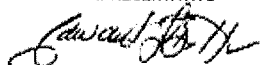
**COVERAGES**      **CERTIFICATE NUMBER: 584140288**      **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y		4/5/2015	4/5/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y		4/5/2015	4/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y		4/5/2015	4/5/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	4/5/2015	4/5/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:  
Blanket additional insured Ongoing Operations per form #CG 70 85 09/13  
See Attached...

<b>CERTIFICATE HOLDER</b>  Fort Bend Grand Parkway Toll Road Authority c/o The Muller Law Group, PLLC 16555 SW Freeway, Suite 200 Sugar Land TX 77479	<b>CANCELLATION</b>  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 
--	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bowen, Miclette & Britt		NAMED INSURED Triple B Services, LLP 820 Old Atascocita Road Huffman TX 77336	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket additional insured Completed Operations per form #CG 70 85 09/13  
Blanket waiver of subrogation per form #CG 70 63 07/12  
Blanket primary/non-contributory per form #CG 20 01 04/13

Automobile:  
Blanket additional insured per form #CA 04 03 06/04  
Blanket waiver of subrogation per form #CA 71 18 11/09  
Blanket primary/non-contributory per form #CA 71 65 10/07

Umbrella:  
Blanket additional insured per form #NAV-EXC-001 04/10  
Blanket waiver of subrogation per form #NAV-ECD-6012 01/11  
Blanket primary/non-contributory per form #NAV-EXC-348A 01/11

Worker's Compensation:  
Blanket waiver of subrogation per form #WC 42 03 04 A 01/00

RE: 15-06069- FB Grand Parkway TRA C&G Seg C, Sec C-1

Certificate Holder includes: Fort Bend Grand Parkway Toll Road Authority, Fort Bend County, City of Sugar Land, Brown & Gay Engineers, Inc., IDS Engineering

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 60

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

#### Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

#### Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 60

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

#### Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

#### Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS**  
**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>Policy Number</b>	<b>Agency Number</b>	<b>Policy Effective Date</b> 4/05/2015
<b>Policy Expiration Date</b> 4/05/2016	<b>Date</b>	<b>Account Number</b>
<b>Named Insured</b> Triple B Services, LLP	<b>Agency</b>	<b>Issuing Company</b> Amerisure Insurance Company

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:

Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business.

- b. The written contract or written agreement must:

- (1) Require additional insured status for a time period during the term of this policy; and
- (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

- c. If, however:

- (1) "Your work" began under a letter of intent or work order; and
- (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
- (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

- a. An individual, their spouse is also an additional insured.
- b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
- c. A limited liability company, members and managers are also additional insureds.
- d. An organization other than a:
  - (1) Partnership;
  - (2) Joint venture; or

**(3)** Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.

e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

**3.** The insurance provided under this endorsement is limited as follows:

a. That person or organization is an additional insured only with respect to liability arising out of:

**(1)** Premises you:

**(a)** Own;

**(b)** Rent;

**(c)** Lease; or

**(d)** Occupy; or

**(2)** Ongoing operations performed by you or on your behalf. If, however, the written contract or written agreement also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.

b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.

c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.

d. Ongoing operations, as respects paragraph 3.a (2) above, does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete including related materials, parts or equipment (other than service, maintenance or repairs); or

**(2)** That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

e. The limits of insurance that apply to the additional insured are the least of those specified in the;

**(1)** Written contract;

**(2)** Written agreement; or

**(3)** Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

**(1)** The preparing, approving, or failing to prepare or approve:

**(a)** Maps;

**(b)** Drawings;

**(c)** Opinions;

**(d)** Reports;

**(e)** Surveys;

- (f) Change orders;
- (g) Design specifications; and
- (2) Supervisory, inspection, or engineering services.
- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract or written agreement requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract or written agreement as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement, to the extent such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract or Agreement that the terms of CG 20 10 11 85 apply.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

**CG 20 10 11 85**

- i. If the written contract or written agreement as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 85 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

THIS BID MUST BE SUBMITTED IN A SEALED BID ENVELOPE

---

---

# SPECIFICATIONS AND BID

FOR

FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY  
FORT BEND GRAND PARKWAY TOLL ROAD  
Segment C, Section C-1

Clearing and Grubbing  
(Preparation of Right of Way)

Notice To Bidder:

ALL BIDS ARE TO BE SUBMITTED TO THE FORT BEND  
GRAND PARKWAY TOLL ROAD AUTHORITY, C/O MIKE  
STONE ASSOCIATES, INC., 19875 SOUTHWEST FREEWAY,  
SUITE 270, SUGAR LAND, TEXAS, 77479 BY 2:00 P.M. ON  
TUESDAY, JULY 14, 2015.

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

Triple B Services, LLP

BIDDER (Company Name)

TOTAL AMOUNT OF BID \$ 130,440.65

**FORT BEND COUNTY, TEXAS**

---

---

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
 FORT BEND GRAND PARKWAY – SEGMENT C, SECTION C-1, Clearing and Grubbing

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA	A U T H	U S E  O N L Y
TxDOT ITEM-CODE			UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
ALT.	ITEM NO.	DESC. CODE			
	100	2001	PREP ROW <u>Twenty Three Thousand</u> DLRS. and <u>zero</u> CENTS	AC	3.21
	164	6042	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY) <u>Two Thousand Five Hundred</u> DLRS. CENTS	AC	3.21
	168	2001	VEGETATIVE WATERING <u>zero</u> DLRS. <u>one</u> CENTS	MG	400.00
	166	2001	FERTILIZER <u>Eight Hundred</u> DLRS. <u>zero</u> CENTS	AC	3.21
	500	2001	MOBILIZATION <u>Twenty Four Thousand</u> DLRS. and <u>zero</u> CENTS	LS	1.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING <u>Eighteen Hundred</u> DLRS. and <u>zero</u> CENTS	MON	4.00
	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1) <u>Fifteen</u> DLRS. and <u>zero</u> CENTS	SY	356.00
	506	6024	CONSTRUCTION EXITS (REMOVE) <u>zero</u> DLRS. and <u>one</u> CENTS	SY	365.00

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY  
 FORT BEND GRAND PARKWAY – SEGMENT C, SECTION C-1, Clearing and Grubbing

COUNTY: FORT BEND			PROPOSAL SHEET FBGPTRA		A U T H	U S E  O N L Y
ALT.	TXDOT ITEM-CODE ITEM NO.	DESC. CODE	UNIT BID PRICE ONLY, WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	
	1122	2037	TEMPORARY SEDIMENT CONTROL FENCE INSTALL  <u>Three Dollars</u> DLRS. and <u>zero</u> CENTS	LF	240.00	
	9150	2001	BLADING (GRADE TO DRAIN)  <u>Two Hundred Fifty</u> DLRS. and <u>zero</u> CENTS	STA	35.00	

## 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 Grand Parkway Toll Road Authority (FBGPTRA) 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 FBGPTRA.

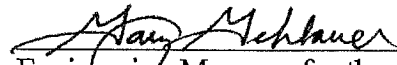
The Contractor should be aware that the Texas Comptroller of Public Accounts issues rules interpreting applicable provisions of the tax code from time to time. The rules should be consulted when answering specific questions. The Contractor can obtain additional information concerning the applicable sales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

Highway Fort Bend Grand Parkway Toll Road  
Segment C, Section C-1 (Prep ROW)  
County Fort Bend

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

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



  
Engineering Manager for the Authority  
Brown & Gay Engineers, Inc.

Date: 6-29-2015

## FORT BEND GRAND PARKWAY TOLL ROAD

### Segment C-1, Clearing and Grubbing

#### **General Notes:**

##### **Project Description**

The intent of this project is to remove all trees and vegetation within the limits shown in the plans. Grade the cleared right of way area to drain.

The successful Contractor shall meet the following requirements (at a minimum) and shall provide proof with bid submission:

- The qualified Contractor shall have demonstrable experience of previous similar work, work described in TxDOT Specification Item 100, and/or Harris County Special Specification Item 8205.

##### **General:**

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

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

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

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

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

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

##### **General: Site Management**

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

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.

## FORT BEND GRAND PARKWAY TOLL ROAD

### Segment C-1, Clearing and Grubbing

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

**Tricycle Type**  
Wayne Series 900  
Elgin White Wing  
Elgin Pelican

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

### **General: 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 7: Legal Relations and Responsibilities**

The total area disturbed for this project is 3.21 acres. The disturbed area in this project, the project locations in the Contract, and Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges.

The Contractor will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. Provide a copy of the Contractor NOI to the Engineer.

## FORT BEND GRAND PARKWAY TOLL ROAD

### Segment C-1, Clearing and Grubbing

When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer (to the appropriate MS4 operator when on an off-state system route) and to the local government that operates a separate storm drain system.

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

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

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

Take measures to prevent the building of nests on any structures or trees within the project limits throughout the duration of the construction if work / removal will be performed during the nesting / breeding season. This can be accomplished by application of bird repellent gel, netting by hand every 3 to 4 days, or any other non-threatening method approved by the Engineer. Obtain this approval well in advance of the planned use. The cost of this work is subsidiary to the various bid items.

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

#### **Substantial Completion**

Achieve Substantial Completion within 70 calendar days from start of time charges. Substantial completion is considered to be completion, in the opinion of the Engineer, of all required preparation of right of way, clearing, grubbing, grading and seeding.

Achieve Final Completion within 90 calendar days from start of time charges. Final completion is considered to be completion of all vegetative watering and removal of storm water pollution prevention devices.

#### **Item 100: Preparing Right of Way**

The Contractor shall be responsible for clearing the right-of-way of trees, brush, overhangs, and stumps of trees including root ball of trees over 6" in diameter. Grinding will not be permitted as a means of stump removal unless specifically approved, in writing, by the Engineer.

All areas shall be considered to be excavated thus requiring removal of all trees, vegetation, and other obstructions at least 2 ft. below existing grade or finished grade, whichever is lower. All stumps and root balls shall be removed for trees over 6" in diameter.

Demarcate prep right of way (clearing and grubbing) limits for Engineer's approval prior to beginning work. Mark trees to remain along these limits for duration of contract.

## FORT BEND GRAND PARKWAY TOLL ROAD

### Segment C-1, Clearing and Grubbing

Any trees located on the line representing the proposed prep ROW limits shall be removed unless approved by the Engineer.

Removal of trees will not be paid separately or individually but considered incidental to Item 100-2001.

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

#### **Item 164: Seeding for Erosion Control**

#### **Item 166: Fertilizer**

#### **Item 168: Vegetative Watering**

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

#### **Item 502: Barricades, Signs, and Traffic Handling**

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."

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

#### **Item 504: Field Office and Laboratory**

A field office is not required for this project.

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

A Storm Water Pollution Prevention Plan (SWP3) is required. Since the disturbed area is more than 5 acres, a "Notice of Intent" (NOI) is also required. Contractor shall submit and obtain the NOI from TCEQ.

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

## FORT BEND GRAND PARKWAY TOLL ROAD

### Segment C-1, Clearing and Grubbing

Before starting construction, review with the Engineer the SWP3 used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SWP3.

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

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

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

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

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

**STANDARD SPECIFICATIONS**

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

Items 1- 9	General Requirements and Covenants
Item 100	Preparing Right of Way
Item 164	Seeding for Erosion Control (162)(166)(168)
Item 166	Fertilizer
Item 168	Vegetative Watering

**SPECIAL PROVISIONS**

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

Prevailing Wages	
Special Provision	General (FBGPTRA)
Special Provision to Item 1	Definition of Terms (FBGPTRA)
Special Provision to Item 2	Instructions to Bidders (FBGPTRA)
Special Provision to Item 3	Award and Execution of the Contract (FBGPTRA)
Special Provision to Item 4	Scope of Work (FBGPTRA)
Special Provision to Item 6	006-030
Special Provision to Item 7	Legal Relations and Responsibilities to the Public (FBGPTRA)
Special Provision to Item 9	Measurement and Payment (FBGPTRA)
Special Provision to Item 500	500-011
Special Provision to Item 502	502-033
Special Provision to Item 1122	1122-001

**SPECIAL SPECIFICATIONS**

All Special Specifications are included herein.

Item 1122	Temporary Erosion, Sedimentation, and Environmental Controls
Item 9150	Grading

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

**PREVAILING WAGES:**

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

General Decision Number: TX150056 01/02/2015 TX56

Superseded General Decision Number: TX20140056

State: Texas

Construction Type: Highway

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [ww.dol.gov/whd/govcontracts](http://ww.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

\* SUTX2011-013 08/10/2011

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

FORM BUILDER/FORM SETTER

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

LABORER

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

PAINTER (Structures).....	\$ 18.62
---------------------------	----------

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement Finishing Machine.....	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69

Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	 \$ 13.97
 Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
 TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.27

---

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

---

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

---

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

---

### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

---

END OF GENERAL DECISION

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

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

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

## FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

### SPECIAL PROVISION TO ITEM 1

#### Definition of Terms

For this project, Item TO ITEM 1, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

The following Articles are voided and replaced by the following:

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

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

The following Articles are voided and not replaced.

**1.97. Proposal.**

**1.98. Proposal Form.**

**1.99. Proposal Guaranty.**

This Item is supplemented by the following:

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

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

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

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

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

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

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

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

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

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

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

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

## FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

### SPECIAL PROVISION TO ITEM 2

#### Instructions to Bidders

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

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

**2.2. Eligibility of Bidders.** The Authority will not accept a bid form for a proposed Contract if one or more of the following apply:

- the Bidder is disqualified by an agency of the federal government.
- the Bidder is suspended or debarred by the Texas Authority of Transportation Commission, or is prohibited from rebidding a specific proposal because of bid error or failure to enter into a Contract of the first awarded bid.
- the Bidder is disqualified, suspended or debarred by Fort Bend County

**2.3. Issuing Bid Forms.** The Authority will issue a bid form to a prequalified Bidder meeting the requirements of the bid form on request if the estimated cost of the proposed Contract is within that Bidder's available bidding capacity. Request bid forms orally, in writing, or electronically.

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

- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or Contract is based.
- the Bidder did not attend an advertised mandatory pre-bid conference.

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

**2.5. Examining Documents and Work Locations.** Examine the bid form, plans, specifications, and specified work locations before submitting a bid for the work contemplated. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for use of

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

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

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

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

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

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

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

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

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

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

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

As an additional alternative, the bidder may prepare the bid using EBS and print out the bid form. Execute the bid form. A person authorized to bind the Bidder must sign the bid form. In

the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. The bid form must be signed by persons authorized to bind the Bidders.

**B. Electronic Bid Forms.** Use the electronic bid form in EBS. Acknowledge an addendum by initialing each addendum listed under the addenda tab in EBS. Digitally sign the bid form using a digital certificate issued by the Authority. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- For printed bids, use either a guaranty check or a bid bond. An electronic bid bond may be used as the guaranty for a bid form printed from EBS. (The bid bond number is printed

on the form printed from EBS and the Authority verifies the bond through EBS at the letting.)

- For electronic bids, use an electronic bid bond. Do not use guaranty checks or printed bid bonds on electronic bids.

**A. Guaranty Check.** The guaranty check must be payable to the Fort Bend Grand Parkway Toll Road Authority and must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Post dated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Authority will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.

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

**2.9. Submittal of Bid.** Bids shall be submitted manually.

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

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

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

**A. Manually Submitted Bids.**

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

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

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

**2.11. Withdrawing Bids.**

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

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

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

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

**2.14. Tabulating Bids.**

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

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

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

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

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

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

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

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

The bid will be considered incomplete and nonresponsive if:

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

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

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

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

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

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

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

### **G. Special Item Considerations.**

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

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

- Submit written notification to the Authority within 5 business days after the date the bid is opened.

- Identify the Items of work involved and include bidding documentation. The Authority may request clarification of submitted documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the Work, Item 7 of the Texas Standard Specifications is hereby modified with respect to the clauses 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 Grand Parkway Toll Road Authority (FBGPTRA). An extension of time will be granted, if necessary, for delays caused by these investigations and evaluations. It is specifically understood, however, that if the Contractor is delayed by virtue of an investigation and evaluation that this delay will not be considered as basis for claim for damages or additional compensation of any kind by the Contractor and that an extension of time will be sole remedy of Contractor for such delay.

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

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

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

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

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

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

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

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

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

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

- v. Pollution Liability. Insurance for preparatory work related to potentially contaminated areas, in the amount required by Authority.
  - vi. Railroad Crossings. Contractor's construction activities may require the crossing of railroad properties and tracks. Contractor shall issue to owners of such railroad properties written description of planned activities and timing, shall obtain owner's permission and shall comply with owner's insurance and other requirements. Contractor shall conduct his operations on railroad properties in such a manner as not to interfere with, hinder or obstruct the railroad companies in any manner. Operations on railroad properties may require Contractor to execute a right of entry agreement with the particular owner. Whenever work under the Contract involves construction activities that require the Contractor's employees, agents subcontractors equipment and materials to cross or temporarily occupy railroad properties and tracks, the Contractor shall secure and maintain in his own name types of insurance to minimum amounts as required by owners of such railroad properties and tracks in companies satisfactory to the Authority and to the railroad companies.
- b. Required Endorsements.
- i. Additional Insured. To the fullest extent allowed by applicable Laws and Regulations, Contractor shall name the Indemnified Parties as additional insureds to the same extent as Contractor is required to indemnify the Indemnified Parties pursuant to the Contract. Such additional insured coverage shall be to the full extent of the limits of liability on all policies of liability insurance (other than Worker's Compensation and Employers' Liability insurance) maintained in force or procured by Contractor during the Work, and shall cause such insurance to provide, if necessary by endorsement, that each such policy shall respond as primary insurance and shall not contribute with or apply as excess over any other valid and collectible other insurance that may be maintained by Authority or Engineer. In addition, Contractor shall cause the insurance required by Sections 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v to provide or be endorsed to provide that such insurance applies separately to each insured against whom claim is made or suit is brought.
  - ii. Waiver of Subrogation. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against the Indemnified Parties, Contractor agrees to cause of all its policies of insurance maintained in force or procured by Contractor during the Work to provide, if necessary by endorsement, that each such insurer fully waives subrogation against Authority and Engineer. The insurance as to which subrogation waiver is required includes, but is not limited to, that required by Sections 1.a.i, 1.a.ii, 1.a.iii, 1.a.iv and 1.a.v. Contractor hereby waives and releases all Claims it may have against the Indemnified Parties to the extent any of such Claims are covered by insurance required to be furnished by Contractor or any Subcontractors hereunder, whether or not Contractor actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE,

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

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

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

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

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

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

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

**INDEMNIFICATION OBLIGATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS 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:**

- a. **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**
- b. **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.**

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 Documents 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 as to those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such Subcontractors may agree.

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

**B. Appurtenances.**

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

- signs,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

removal is changed, provide the Engineer, in writing, the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

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

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

**Article 7.20 Contractor's Responsibility of Safety.**

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

**Article 7.21 Third Party Beneficiary.**

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

**Article 7.22 Indemnification and Hold Harmless for Telecommunications.**

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

# FORT BEND GRAND PARKWAY 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 revised to read in its entirety as follows:

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

Article 9.5 C. Materials is revised to read in its entirety as follows:

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

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.

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

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 Articles:

Article 9.10 Tax Exemptions. The bidder obligates himself, if awarded the Contract, to use reasonable diligence to obtain for the FBGPTRA 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 FBGPTRA 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.

Article 9.11 Electronic Wire Transfers. If the Contractor requests in writing to the Engineer, the Authority will make payments via electronic wire transfer.

**SPECIAL PROVISION**

**500---011**

**Mobilization**

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 500.1. Description** is supplemented by the following:

Work for this Item includes submissions required by the Contract.

**Article 500.3. Payment, Section A** is voided and replaced by the following:

**A.** Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

**Article 500.3. Payment, Section F** is voided and replaced by the following:

**F.** Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

**Article 500.3. Payment** is supplemented by the following:

**G.** Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

**SPECIAL PROVISION**

**502---033**

**Barricades, Signs, and Traffic Handling**

For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance** is voided and replaced by the following:

**C. Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

**SPECIAL PROVISION  
TO  
SPECIAL SPECIFICATION  
1122--001**

**Temporary Erosion, Sedimentation, and Environmental Controls**

For this project, Special Specification Item 1122, "Temporary Erosion, Sedimentation, and Environmental Controls" is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 3.C. Training** is supplemented by the following:

The Environmental Management System (EMS) eLearning Courses and Department's EMS Policy Statement can be found at [http://txdot.gov/business/ems\\_courses.htm](http://txdot.gov/business/ems_courses.htm). The following training has been developed in compliance with the Department's EMS program.

All Contractor and subcontractor employee's involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities must complete the following training located at to <https://www.txdot.gov/inside-txdot/division/environmental/programs/ems-courses.html>. Training is provided by the Department at no cost to the Contractor and is valid for 3 years from the date of completion. The Engineer may require training at a frequency less than 3 years based on environmental needs.

- "Environmental Management System: Awareness Training for the Contractor (English and Spanish) (Approximate running time 20 minutes)," and
- "Storm Water: Environmental Requirements During Construction (English and Spanish) (Approximate running time 20 minutes)."

The CRPe, alternate CRPe designated for emergencies, Contractor's superintendent, and Contractor and subcontractor lead personnel involved in SWP3 activities must enroll and complete the training located at <http://www.dedtraining.com/>. Training is provided by a third party and is valid for 3 years from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training and associated fees will not be measured or paid for directly but are considered subsidiary to this Item.

## SPECIAL SPECIFICATION

1122

### Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:

<http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html>.

A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

#### A. Rock Filter Dams.

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
  - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
  - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.
2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. **Sandbag Material.** Furnish sandbags meeting "Sandbags for Erosion Control," except that any gradation of aggregate may be used to fill the sandbags.

B. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

**G. Construction Perimeter Fence.**

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.
2. **Fence.** Provide orange construction fencing as approved by the Engineer.
3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.
4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

- H. Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

**Table 1  
Sand Gradation**

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

- I. Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geotextile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.
4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

**J. Biodegradable Erosion Control Logs.**

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."
2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.
  - a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
  - b. Furnish recyclable containment mesh for temporary installations.
3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

**3. Qualifications, Training, and Employee Requirements.**

- A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training*. Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

- B. Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.
- C. Training.** All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

**4. Construction.**

- A. Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.
- B. Implementation.** The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.
- 1. Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.
  - 2. Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

**C. General.**

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.
  2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.
  3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.
  4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.
- D. Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure.

The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

- a. **Type 1 (Non-reinforced).**

- (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- (2) **Top Width.** At least 2 ft.
- (3) **Slopes.** At most 2:1.

- b. **Type 2 (Reinforced).**

- (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- (2) **Top Width.** At least 2 ft.
- (3) **Slopes.** At most 2:1.

**c. Type 3 (Reinforced).**

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

**d. Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop-double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

**e. Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.
3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.
4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.
  - a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a

width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

**b. Short-Term.**

(1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) **Type 4.** Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

**a. Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

**b. Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

**a. Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

**b. Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

**c. Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain

sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
  - a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.
  - b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
  - c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.
  - d. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
  - fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
  - posts without bends, and
  - backing without holes.
9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.
- E. **Monitoring and Documentation.** Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.
5. **Measurement.**
- A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.
    1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.
    2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.
      - a. **Installation.** Measurement will be made in final position.
      - b. **Removal.** Measurement will be made at the point of removal.
  - B. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.
  - C. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.
  - D. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

**E. Earthwork for Erosion and Sediment Control.**

**1. Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

**2. Volume Measurement.**

**a. In Place.**

**(1) Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

**(2) Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

**b. In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

**F. Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

**G. Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

**H. Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.

**I. Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

**J. Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

**6. Payment.** The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

**A. Rock Filter Dams.** 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 as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

**B. Temporary Pipe Slope Drains.** 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 "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

- C. Temporary Paved Flumes.** 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 "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

- D. Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

- E. Earthwork for Erosion and Sediment Control.**

- 1. Initial Earthwork for Erosion and Sediment Control.** 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 "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

- 2. Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

- F. Construction Perimeter Fence.** 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 "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

- G. Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced,

payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

**H. Temporary Sediment-Control Fence.** 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 as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

**I. Biodegradable Erosion Control Logs.** 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 as follows:

1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.
2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

**J. Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE  
WITH STORM WATER REQUIREMENTS

I, \_\_\_\_\_ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

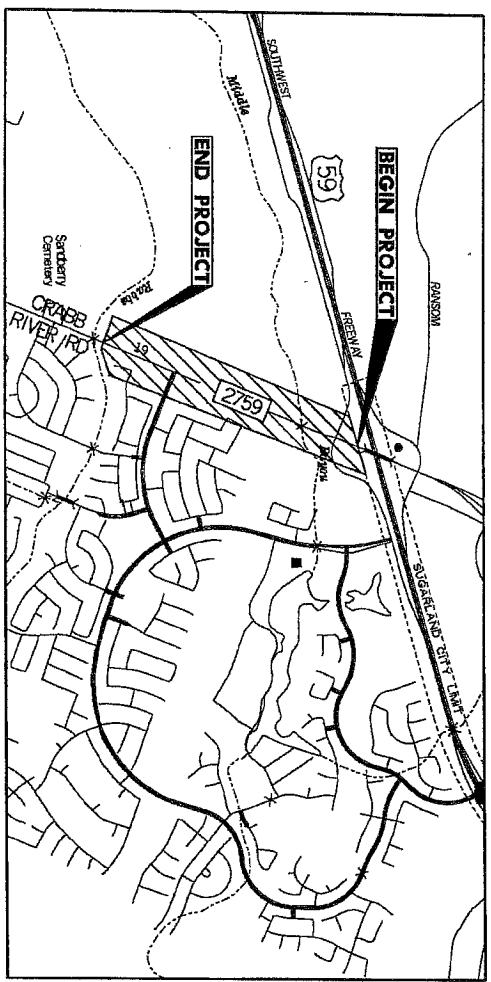
- Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.
- Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.
- Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.
- Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.
- Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.
- If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.
- Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.
- If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.
- Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: \_\_\_\_\_

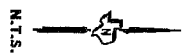
Date: \_\_\_\_\_

- SHEET INDEX**
- 1 TITLE SHEET
  - 2 SITE PLAN
  - 3 SW3P PLAN

STATE OF TEXAS  
 FORT BEND GRAND PARKWAY  
 TOLL ROAD AUTHORITY  
 PLANS OF PROPOSED  
 FORT BEND GRAND PARKWAY TOLL ROAD  
 SEGMENT C, SECTION C-1  
 CLEARING AND GRUBBING



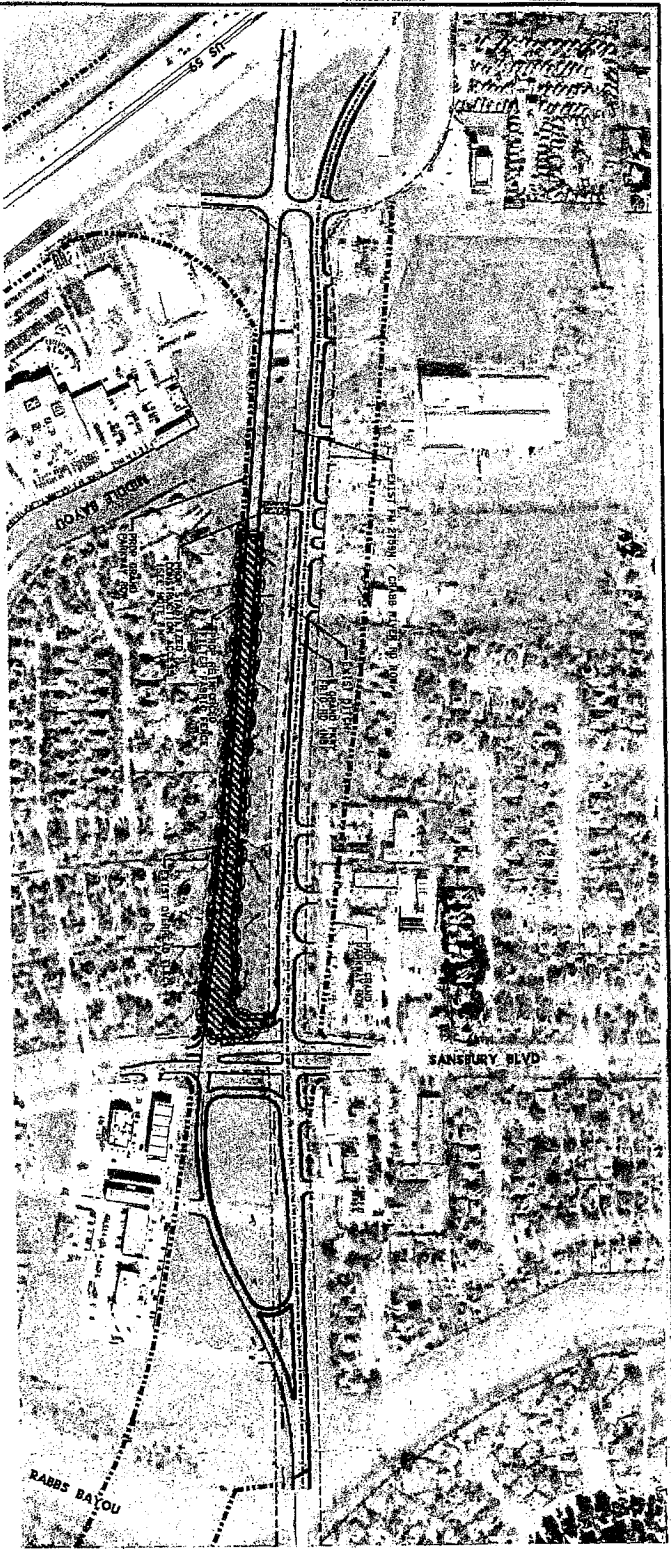
**VICINITY MAP**  
 N.T.S.



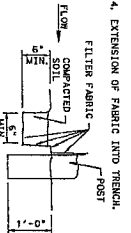
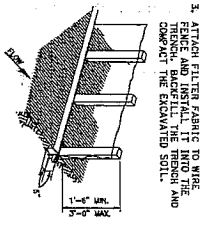
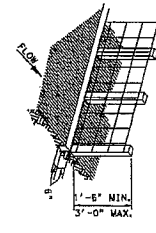
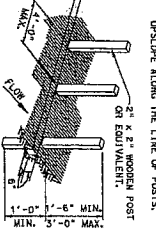
Saba Abbasi  
 5/30/2015

**DDC**  
 Design Development  
 11111 Altonway, Suite 200  
 Houston, Texas 77036  
 Tel: 281-410-1111 Fax: 281-410-1112  
 www.ddcinc.com



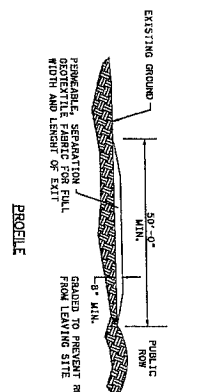
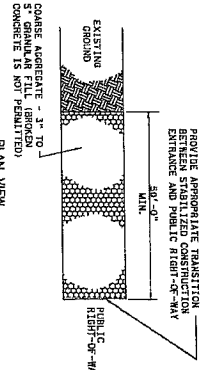


1. SET POSTS AT REQUIRED SPACING AND UPSLOPE ALONG THE LINE OF POSTS.
2. SECURE WIRE FENCING TO POSTS.



- NOTES:
1. SET POSTS AT REQUIRED SPACING AND UPSLOPE ALONG THE LINE OF POSTS.
  2. SECURE WIRE FENCING TO POSTS.
  3. ATTACH FILTER FABRIC TO WIRE. FENCE AND INSTALL IT INTO THE TRENCH, BACKFILL THE TRENCH AND COVER THE EXPOSED SOIL.
  4. EXTENSION OF FABRIC INTO TRENCH.
  5. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
  6. WHEN TWO SECTIONS OF FILTER CLOTH MEET IN THE TRENCH, THE POSTS SHOULD BE 18 INCHES APART AND BARRAGED A MIN OF 12 INCHES.
  7. WHEN TWO SECTIONS OF FILTER CLOTH MEET TO FENCE POSTS WITH STAPLES, STAPLES SHOULD BE FASTENED SECURELY TO FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  8. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  9. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  10. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  11. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  12. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  13. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  14. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  15. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  16. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  17. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  18. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  19. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.
  20. FILTER CLOTH TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES.

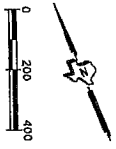
**REINFORCED FILTER FABRIC FENCE**



- PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND PUBLIC RIGHT-OF-WAY.
- NOTES:
1. MINIMUM LENGTH IS 50' SHOWN ON CONSTRUCTION DRAWINGS OR 50' IF MINIMUM LENGTH IS MORE.
  2. COMPACTOR AND MAINTAIN CONSTRUCTION EXIT WITH CONSTANT WIDTH ACROSS ITS LENGTH, INCLUDING ALL POINTS OF INCREASE OR DECREASE. OTHER AREAS WILL HAVE THE SAME ADEQUATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT.
  3. IF REQUIRED, WIDER OR LENGTHEN STABILIZED AREA TO ACCOMMODATE TRUCK TRAILING AREA.
  4. PROVIDE PERIODIC TOP DRESSING WITH ADDITIONAL COARSE GRADE ADEQUATE TO MAINTAIN THE REQUIRED DEPTH ON WHEN SURFACE BECOMES PACKED WITH MOO.
  5. PERIODICALLY TUNE ADEQUATE TO EXPOSE A CLEAN DRIVING SURFACE.
  6. ALTERNATIVE METHODS OF CONSTRUCTION INCLUDE:
    - CENT STABILIZED SOIL, COMPACTED CENT STABILIZED SOIL.
    - LIVESTOCK ADEQUATE, OR OTHER FILL MATERIAL, IN AN APPLICATION OF THE STABILIZED SOIL.
    - WOODEN BEAMS WHICH ARE PLACED ON TOP OF STABILIZED SOIL PERIODICALLY AND PLACED ACROSS PERPENDICULAR SUPPORT MEMBERS.
    - CONSTRUCTION TO ESTABLISH THE FINAL LOCATION OF STABILIZED
  7. ALTERNATIVE METHODS OF CONSTRUCTION INCLUDE:
    - CENT STABILIZED SOIL, COMPACTED CENT STABILIZED SOIL.
    - LIVESTOCK ADEQUATE, OR OTHER FILL MATERIAL, IN AN APPLICATION OF THE STABILIZED SOIL.
    - WOODEN BEAMS WHICH ARE PLACED ON TOP OF STABILIZED SOIL PERIODICALLY AND PLACED ACROSS PERPENDICULAR SUPPORT MEMBERS.
    - CONSTRUCTION TO ESTABLISH THE FINAL LOCATION OF STABILIZED

**LEGEND:**

- CLEARING & GRUBBING AREA (3.21 AC)
- STABILIZED CONSTRUCTION ACCESS
- FLOW DIRECTION
- SEDIMENT CONTROL FENCE



SECTION NO. \_\_\_\_\_ DATE: 05/25/15 CHECKED: HR DATE: 05/27/15  
 DRAWN: EL DATE: 05/25/15 CHECKED: VA DATE: 06/01/15  
 DESIGN: NH DATE: 05/25/15 CHECKED: VA DATE: 06/01/15  
 CONTRACT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

**Fort Bend Grand Parkway Toll Road Authority**  
 FBGPTR SEGMENT C, SECTION C-1  
 CLEARING AND GRUBBING  
 SWSP PLAN

**IDC**  
 1111 Wilshire Blvd, Suite 400  
 Houston, TX 77001  
 Tel: 713.861.1111 Fax: 713.861.1112  
 www.idc.com

*Veronica*  
 5/26/2015

DATE: 05/27/15  
 DRAWN: EL  
 CHECKED: HR  
 SHEET 3 OF 3