

**CONTRACT DOCUMENTS,
AND TECHNICAL SPECIFICATIONS**

FOR THE

JEFFERSON COUNTY COURTHOUSE
JEFFERSON COUNTY, TEXAS

PARKING LOT REPAIR AND RESTRIPING

COUNTY COMMISSIONERS

JEFF BRANICK

COUNTY JUDGE

EDDIE ARNOLD

PRECINCT NO. 1

BRENT WEAVER

PRECINCT NO. 2

MICHAEL SINEGAL

PRECINCT NO. 3

EVERETTE ALFRED

PRECINCT NO. 4

PREPARED BY:

JEFFERSON COUNTY
ENGINEERING DEPARTMENT

OCTOBER 2012



Bradley Steven Stafford

CONTRACT

This agreement made this ____ day of _____, 201_, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and _____ his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for the road improvement as shown and described in the plans, specifications and special provisions included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for the roadway improvement as shown and described in the plans and in accordance with the provisions of the specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning _____.

The work to be constructed under this contract shall be completed in 45 working days.

And the County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or

percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such

brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioner's Court of Jefferson County:

By: _____
County Judge

RECOMMENDED FOR EXECUTION:

Director of Engineering

CONTRACTOR

Party of the Second Part

By: _____
(Title)

By: _____
(Title)

PROPOSAL TO JEFFERSON COUNTY

**2004 TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
HAVE BEEN INCORPORATED BY REFERENCE FOR THIS PROJECT.
ANY REFERENCE TO "TXDOT " OR THE "STATE" AS OWNER OF THIS
PROJECT SHALL BE INTERPETED AS REFERENCE TO "JEFFERSON COUNTY".**

WORK CONSISTING OF BRIDGE REPLACEMENT IN JEFFERSON COUNTY

The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above-captioned roadway construction; that he has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further understood that the work is to be completed in full in 45 working days.

Accompanying this proposal is a Guaranty Check or Bank Money Order made payable to Jefferson County in the following amounts:

NONE (Dollars) (____). Only a Cashier's Check, Teller's Check (including Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union is considered acceptable. A bid bond must be submitted on projects estimated with Item 2.7 of the specifications. Personal checks, certified checks, other types of money orders will not be acceptable. If any addenda have been issued amending this proposal and/or the plans have been acknowledged, either in writing or verbally, to the County, then having signed this proposal, said addenda become a part of this proposal.

This check accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to meet a specified goal or fail to execute and file a contract with the required insurance certificates within the prescribed time after its acceptance, in which case the check shall become the property of said County, and shall be considered as payment for damages due to delay and other inconveniences suffered by said County on account of failure of the bidder to execute contract. It is understood that the County reserves the right to reject any and all bids.

BID PROPOSAL MUST NOT BE DISASSEMBLED

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet must be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Project: Pearl St. Parking Lot

Jefferson County

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement to the County, attention Mr. Donald M. Rao, Director of Engineering, Jefferson County.

Check Received By: _____ Date _____

Title: _____

For (Contractor's Name): _____

NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the County at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the County. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Name of Bidder: _____

By: _____

\$ _____
Total Bid Amount

JEFFERSON COUNTY

ALT.	ITEM - CODE			UNIT BID PRICE ONLY	UNIT	APPROX. QUANTITIES
	ITEM NO.	CODE	S.P. NO.	WRITTEN IN WORDS		
	104	2021	0	REMOVING CONC (CURB) _____ DLRS. AND _____ CENTS	LF	466.00
	340	2034	0	D-GR HMA (METH) TY-C PG64-22 _____ DLRS. AND _____ CENTS	TON	770.66
	340	2246	001	D-GR HMA (METH) TY-D PG64-22(LEVEL-UP) _____ DLRS. AND _____ CENTS	TON	96.33
	351	2004	0	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8") _____ DLRS. AND _____ CENTS	SY	100.00
	500	2001	0	MOBILIZATION _____ DLRS. AND _____ CENTS	LS	1.00
	502	2001	033	BARRICADES, SIGNS AND TRAF HANDLING _____ DLRS. AND _____ CENTS	MO	1.00
	530	2010	0	DRIVEWAYS (CONC) _____ DLRS. AND _____ CENTS	SY	249.00
	644	2060	0	REMOVE SM RD SN SUP & AM _____ DLRS. AND _____ CENTS	EA	17.00

JEFFERSON COUNTY

ALT.	ITEM - CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES
	ITEM NO.	CODE	S.P. NO.			
	644	2088	0	INS SM RD SN SUP & AM TY SPL - 1 _____ DLRS. AND _____ CENTS	EA	18.00
	644	0	0	RELOCATE SM RD SN SUP & AM _____ DLRS. AND _____ CENTS	EA	2.00
	666	2145	0	REF PAV MRK TY II (W) 4" (SLD) _____ DLRS. AND _____ CENTS	LF	12206.00
	666	2160	0	REF PAV MRK TY II (W) (ARROW) _____ DLRS. AND _____ CENTS	EA	40.00
	677	2015	0	ELIM EXT PAV MRK & MRKS (SYMBOL) _____ DLRS. AND _____ CENTS	EA	10.00

Project: Pearl St. Parking Lot

The enclosed Texas Department of Transportation Specifications, Special 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. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by

Bradley Steven Stafford, P.E.

Project: Pearl St. Parking Lot

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE

0.0%

Project Number:

Sheet: _____

County: Jefferson County

Project: Courthouse Parking Lots

General Notes:

Provide a Contractor's Responsible Person and a phone number for emergency contact.

Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.

Contractor shall maintain drainage throughout the project. This work is incidental to the various bid items.

Item 6: Control of Materials

The Contractor will be responsible for all testing or having testing performed by an acceptable testing company. Consider this work to be subsidiary to the various bid items of the contract.

Item 8: Prosecution and Progress:

Work will only be allowed on Thursday, Friday, and weekends. No more than half of a parking lot may be closed at one time during a weekday. The engineer must be notified one week in advance if part of a parking lot will be closed on a weekday. Both parking lots will be fully open for use by 6:00am each Monday morning.

Item 310: Prime Coat

Use bituminous material of the type MC and grade 30. Distribute the bituminous material smoothly and evenly at the rate of 0.25 gallons per square yard.

Item 340: Dense Graded Hot Mix Asphalt (Method)

Provide mixture type C using PG binder 64-22 as the final surface of the flexible pavement.

Provide mixture type D using PG binder 64-22 as the level-up course of the flexible pavement.

The Engineer will approve the mix design.

A laydown machine is required for this portion of hot-mix asphalt application.

Project Number:

Sheet: _____

County: Jefferson County

Project: Courthouse Parking Lots

Level-up will be used in low areas to ensure that the pavement slopes to the outside of the parking lot before the final surface is placed.

Provide smooth tie-in at existing entrance, exits, and sidewalks.

Use of pneumatic-tire rollers is prohibited.

Item 351: Flexible Pavement Structure Repair

Use asphalt stabilized base for the base repair material.

For base repair, place the asphalt stabilized base in compacted lifts of 4 in. maximum, unless otherwise directed.

Item 502: Barricades, Signs, and Traffic Handling

Remove all traffic control devices from the project area when they are not in use.

Item 530: Intersections, Driveways, and Turnouts

This item will be used for the concrete paving of the four landscaping areas which are being removed from the concrete parking lot.

Excavation of existing material and placement of 2 inches of sand base will be subsidiary to this item.

Item 644: Small Roadside Sign Supports and Assemblies

Signs will be mounted on 2.0 lbs/ft galvanized wing channel posts which will be embedded into the ground a minimum of 36 inches.

Item 666: Reflectorized Pavement Markings

Glass beads will not be required on this project.

Air blowing is subsidiary to this item.

Item 677 Eliminating Existing Pavement Markings and Markers

Removal of all contaminates and loose material is subsidiary to this item.

JEFFERSON COUNTY

GOVERNING SPECIFICATIONS AND SPECIAL SPECIFICATIONS

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.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

- ITEM 104 REMOVING CONCRETE
- ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (METHOD) (210) (300) (301) (320) (520) (585)
- ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247) (340)
- ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (445)
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMBERED HEREON WHEREVER IN CONFLICT THEREWITH.

WAGE RATES

- SPECIAL PROVISION TO ITEM 1 (001 --- 011)
- SPECIAL PROVISION TO ITEM 3 (003 --- 020)
- SPECIAL PROVISION TO ITEM 5 (005 --- 004)
- SPECIAL PROVISION TO ITEM 6 (006 --- 030)
- SPECIAL PROVISION TO ITEM 7 (007 --- 213)
- SPECIAL PROVISION TO ITEM 8 (008 --- 049)
- SPECIAL PROVISION TO ITEM 9 (009 --- 009)
- SPECIAL PROVISION TO ITEM 340 (340 --- 001)
- SPECIAL PROVISION TO ITEM 500 (500 --- 005)
- SPECIAL PROVISION TO ITEM 502 (502 --- 033)

SPECIAL SPECIFICATIONS:

NONE

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 PROJECT.

General Decision Number: TX120056 01/06/2012 TX56

Superseded General Decision Number: TX20100066

State: Texas

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER		
Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.06	
Asphalt Paving Machine.....	\$ 14.32	
Broom or Sweeper.....	\$ 12.68	
Concrete Pavement Finishing Machine.....	\$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	
Concrete Saw.....	\$ 13.99	
Crane, Hydraulic 80 Tons or less.....	\$ 13.86	
Crane, Lattice boom 80		

tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	 \$ 13.97
 Steel Worker	
Reinforcing Steel.....	\$ 15.15
Structural Steel Welder.....	\$ 12.85
Structural Steel.....	\$ 14.39
 TRUCK DRIVER	
Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.27

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

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

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SPECIAL PROVISION

001---011

Definition of Terms

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

Article 1.128. Subcontractor is voided and replaced by the following:

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:

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

003---020

Award and Execution of Contract

For this project, Item 003, "Award and Execution of Contract," 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 3.4, Execution of Contract, Section B, Bonds is supplemented by the following:

Provide a retainage bond in the amount of 10% of the total amount paid on the contract. The retainage bond is to be used as a guaranty for the protection of any claimants and the Department for overpayments, liquidated damages, and other deductions or damages owed by the Contractor in connection with the Contract.

SPECIAL PROVISION

005---004

Control of the Work

For this project, Item 005, "Control of the Work," 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 5.2 Plans and Working Drawings, is supplemented with the following:

Submit shop drawings electronically for the fabrication of structural items as documented in the "Guide to Electronic Shop Drawing Submittal" available on the internet at ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf and as directed by the Engineer for other items required by the standard specifications. References to 11 x 17 sheets in individual specifications for structural items imply electronic CAD sheets.

SPECIAL PROVISION

006---030

Control of Materials

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

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

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

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

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

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

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

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

1. Removing Paint from Steel.

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

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

SPECIAL PROVISION

007---213

Legal Relations and Responsibilities

For this project, Item 7, "Legal Relations and Responsibilities" 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 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 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.

SPECIAL PROVISION

008---049

Prosecution and Progress

For this project, Item 008, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of the Item are waived or changed hereby.

Article 8.2. Progress Schedules, Section B. Construction Contracts is voided and replaced by the following:

B. Construction Contracts. Before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule using the Critical Path Method (CPM). Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in number of working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

Create and maintain the CPM schedule using computer software fully compatible with version 3.1 of Primavera Systems, Inc., Primavera Project Planner (P3), or SureTrak Project Scheduler. Save the schedule in Primavera or SureTrak format or as directed. Show the sequence and interdependence of activities required for complete performance of the work. Ensure all work sequences are logical and show a coordinated plan of the work. Show a predecessor and successor for each activity. Clearly and accurately identify the critical path. Provide a legend for all abbreviations.

Describe each activity on the schedule using:

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

Code the activities so that organized plots of the schedule may be produced. Calculate activity durations by dividing the quantity of work for each individual activity by the estimated production rate.

Before the start of construction operations, submit one print or plot of the schedule, signed by an individual authorized to bind the firm, and one electronic backup copy of the project schedule (saved on 3.5 in. computer disk or compact disc, or sent to the Engineer via electronic mail).

Submit an updated progress schedule monthly, unless otherwise shown in the contract or as directed. Update the progress schedule by adding actual progress made during the previous updated period, including approved changes to the sequence of work and the traffic control plan. Submit electronic backups of schedule updates and revisions, saved on either a 3.5 in. computer disk, compact disc or sent to the Engineer via electronic mail. If an updated progress schedule indicates the Contract will not be completed within the number of working days specified, notify the Engineer in writing whether the Contractor will revise the progress schedule to meet the number of working days specified or exceed the number of working days specified.

Notify the Engineer in writing of major changes in the project schedule. Include in the notification reasons for the change, a description of the change, and how the change will be incorporated into the schedule. Major changes are those that may affect compliance with the Contract requirements or that change the critical path or controlling Item of work. The Engineer reserves the right to reject these proposed changes.

No direct compensation will be made for fulfilling these requirements, as this work is considered subsidiary to the items of the Contract.

SPECIAL PROVISION

009---009

Measurement and Payment

For this project, Item 009, "Measurement and Payment," 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 9.6. Progress Payments, Section A, Retainage is voided and replaced by the following:

A. Retainage. Retainage will not be withheld on this project.

Article 9.6. Progress Payments, Section B, Payment Provisions for Subcontractors is voided and replaced by the following:

B. Payment Provisions for Subcontractors. For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the department. Pay the subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Department; and
- the work done by the subcontractor has been inspected, approved, and paid by the Department.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.14, "Contractor's Responsibility for Work."

The Department may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

SPECIAL PROVISION

340---001

Dense-Graded Hot-Mix Asphalt (Method)

For this project, Item 340, "Dense-Graded Hot-Mix Asphalt (Method)," 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 340.6. Payment. The first paragraph is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5, "Measurement," will be paid for at the unit price bid for "Dense-Graded Hot-Mix Asphalt (Method)" of the type, surface aggregate classification, binder specified. When shown on the plans, "level up" may be specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

SPECIAL PROVISION

500---005

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, performance, or retainage 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.

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."