

NOTIFICATION OF ADDENDUM

ADDENDUM NO. 1

DATED 10/28/2009

Control	6188-82-001
Project	RMC - 618882001
Highway	SH0006
County	BRAZOS

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: RMC - 618882001

CONTROL: 6188-82-001

COUNTY: BRAZOS

LETTING: 11/10/2009

REFERENCE NO: 1028

PROPOSAL ADDENDUMS

- PROPOSAL COVER
- BID INSERTS (SH. NO.:
- GENERAL NOTES (SH. NO.: 1 OF 3, GENERAL NOTES)
- SPEC LIST (SH. NO.: 1 OF 2)
- SPECIAL PROVISIONS:)
- ADDED: 007---639, 008---030
- DELETED: 007---445
- SPECIAL SPECIFICATIONS:
- ADDED:
- DELETED:
- OTHER: PLAN SHEET

DESCRIPTION OF ABOVE CHANGES
(INCLUDING PLANS SHEET CHANGES)

GENERAL NOTES
ITEM 7 - DELETED 3RD PARAGRAPH
SPEC LIST
ADDED SP 007-639 & SP 008-030
DELETED SP 007-445
PLAN SHEET
SHEET 12 - ITEM 7, DELETED 3RD PARAGRAPH

Project Number: RMC 6188-82-001

County: Brazos, etc.

Control: 6188-82-001

Highway: SH 6, etc.

GENERAL NOTES:

DEBT TO THE STATE:

If the Comptroller is currently prohibited from issuing a warrant to the Contractor because of a debt owed to the State, then the Contractor agrees that any payment owing under the contract will be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

GENERAL:

View plan sheets on-line or download from the web at:

<http://www.dot.state.tx.us/business/plansonline/plansonline.htm>

Order plans from any of the plan reproduction companies shown on the web at:

<http://www.dot.state.tx.us/gsd/plans/companies.htm>

Refer questions concerning this project to the:

Traffic Engineer – Michael A. Jedlicka, P.E.

1300 N Texas Ave

Bryan, TX 77803

(979) 778-9759

ITEM 7 “LEGAL RELATIONS AND RESPONSIBILITIES”

Wear high visibility safety vest as outer garments at all times work is being performed.

Prove to the Engineer's satisfaction that employees operating equipment on the travel lanes have a valid Drivers License issued by one of the United States of America.

ITEM 8 “PROSECUTION AND PROGRESS”

Commence work upon the issuance of work order by the Engineer or his/her representative. Provide an anticipated work schedule every Wednesday for the work to be performed the following week. Notify the Traffic Engineer of any changes to the schedule on the work day before the schedule changes.

Working days will be computed and charged in accordance with Article 8.3.A.5 of the standard specifications Calendar Day.

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County: Brazos, etc.

Control: 6188-82-001

Highway: SH 6, etc.

This is a non-site specific, multiple work order contract that will continue for one (1) year or until contract funds are expended, whichever comes first.

Do not commence work before sunrise. Coordinate work on the project so that no machinery is on the travel way after sunset.

Initial work locations for the Contractor to begin on this contract to be determined by the Engineer and identified at the pre-construction meeting. Following completion of work at the initial locations, the Contractor may move out and the Engineer will schedule, for the duration of the contract, remaining work on this contract as needed. The Engineer will give the Contractor written notification each time additional work is to be performed.

ITEM 502 “BARRICADES, SIGNS AND TRAFFIC HANDLING”

Provide all traffic control for this project. The traffic control plan will be governed by PART VI of the TMUTCD, BC standards and traffic control standard sheets, and as directed by the Engineer. Additional signing and/or barricades shown in the TMUTCD, BC, and TCP standards may be required by the Engineer to insure the safety of the traveling public.

In accordance with Special Provision 502-006, traffic control and barricades will not be paid for directly, but subsidiary to the various bid items of the contract.

ITEM 690 “MAINTENANCE OF TRAFFIC SIGNALS”

Provide 48 hours notice before materials are to be picked up. Materials can be picked up between 8:00 a.m. and 4:00 p.m. at the Bryan District Signal Shop at 1300 North Texas Avenue, Bryan, Texas.

The following materials are to be supplied to the Contractor to install under the various items of this contract: signal poles, mast arms, signal heads, electrical service enclosures, signal controller cabinets, luminaire heads, luminaire mast arms, ground boxes and VIVDS processor, cameras and monitor, and roadside flashing beacon assembly. Furnish all other materials not listed above to install under the various items of this contract.

In the electrical service replacement, supply the steel pole to be included with this item.

Supply the vehicle detector loop wire and loop sealant. The wire to be stranded copper No. 14 AWG XHHW cross-linked-thermosetting-polyethylene insulated conductor rater for 600 volts AC.

Furnish all necessary materials to build a complete foundation, except that the anchor bolts to be furnished by the State.

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County: Brazos, etc.

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Highway: SH 6, etc.

The ground boxes are to have aprons constructed around them. Furnish all materials to build the apron and the gravel under the ground box.

Furnish all materials for the controller pedestal, except the bolts are to be furnished by the State.

Furnish all incidental materials not stated in the previously mentioned items.

When a pay item for replacement of the various items is used, the removal of the replaced item is to be considered subsidiary.

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PROJECT : RMC - 618882001
HIGHWAY : SH0006
COUNTY : BRAZOS

TEXAS DEPARTMENT OF TRANSPORTATION

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.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 690 MAINTENANCE OF TRAFFIC SIGNALS (416)(421)(476)<502>(610)
(618)(620)(622)(624)(625)(627)(628)(634)(636)(656)(680)
(682)(684)(685)(686)(687)(688)

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

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1493)
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"
(000---011)
SPECIAL PROVISION TO ITEM 1 (001---011)
SPECIAL PROVISION TO ITEM 2 (002---017)
SPECIAL PROVISIONS TO ITEM 3 (003---023)(003---033)
SPECIAL PROVISION TO ITEM 4 (004---013)
SPECIAL PROVISION TO ITEM 5 (005---004)
SPECIAL PROVISION TO ITEM 6 (006---030)
SPECIAL PROVISIONS TO ITEM 7 (007---213)(007---639)
SPECIAL PROVISION TO ITEM 8 (008---030)
SPECIAL PROVISIONS TO ITEM 9 (009---012)(009---015)
SPECIAL PROVISION TO ITEM 421 (421---035)
SPECIAL PROVISION TO ITEM 502 (502---006)
SPECIAL PROVISION TO ITEM 610 (610---010)
SPECIAL PROVISION TO ITEM 620 (620---001)
SPECIAL PROVISION TO ITEM 628 (628---001)
SPECIAL PROVISION TO ITEM 636 (636---014)
SPECIAL PROVISION TO ITEM 682 (682---001)

SPECIAL PROVISION TO ITEM 685 (685---014)

SPECIAL SPECIFICATIONS:

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 SPECIFI-
CATIONS FOR THIS PROJECT.

SPECIAL PROVISION

007---639

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 7.8. 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 7.14. 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 7.15. 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 July 1, 2010, TEEEX 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 July 1, 2010 will be accepted until July 1, 2010.

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.

SPECIAL PROVISION

008---030

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 requirements of this Item are waived or changed hereby.

Article 8.5. Failure to complete Work on Time. The Article is voided and replaced by the following:

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work, when specified in the Contract, work order or callout within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, work order, or callout work, remains incomplete. This amount will be assessed not as a penalty, but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the contract.