

| | |
|---------|-----------------|
| Control | 6193-75-001 |
| Project | RMC - 619375001 |
| Highway | US0077 |
| County | NUECES |

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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| | |
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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2004 SPECIFICATIONS

WORK CONSISTING OF CALLOUT DEBRIS REMOVAL AND DISPOSAL NUECES COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 730 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

FORTY THOUSAND (Dollars) (\$40,000)

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed: ****

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

* **When the calendar days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

NOTICE TO CONTRACTORS

ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY “AUDITED FINANCIAL STATEMENT” AND “EXPERIENCE QUESTIONNAIRE” AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars (\$100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

| | |
|----------------|------------------------|
| Control | 6193-75-001 |
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| Highway | US0077 |
| County | NUECES |

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ Day of _____ 20_____

By: _____
(Contractor/Principal Name)

(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

Impressed
Surety Seal
Only

*Attach Power of attorney (Surety) for Attorney-in-Fact

This form may be removed from the proposal.

This page intentionally left blank.

BIDDER'S CHECK RETURN

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 should 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):

| |
|--|
| |
| |
| |

| | |
|----------------|------------------------|
| Control | 6193-75-001 |
| Project | RMC - 619375001 |
| Highway | US0077 |
| County | NUECES |

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 in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

This page intentionally left blank.

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 Department 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 Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

\$ _____
Total Bid Amount

Control 0001-03-030
 Project STP 2000(938)HES
 Highway SH 20
 County EL PASO

| ALT | ITEM | DESC | SP | Bid Item Description | Unit | Quantity | Bid Price | Amount | Seq |
|-----|------|------|----|----------------------|------|----------|------------------|------------|-----|
| I04 | 509 | | | REMOV CONC (SDWLK) | SY | 266.400 | \$10.000 | \$2,664.00 | 1 |
| | | | | | | | Total Bid Amount | \$2,664.00 | |

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

EXAMPLE

EXAMPLE

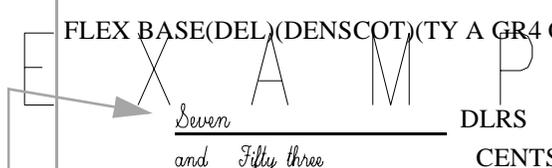
EXAMPLE

EXAMPLES

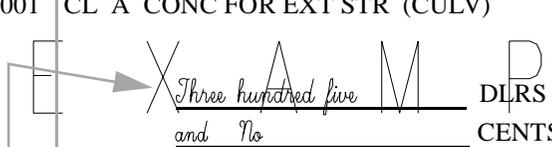
BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|------------|-------------|---|------|----------------------|---------------------|
| | ITEM NO | DESC NO | S.P. NO. | | | | |
| | 190 | 026 | | RED OAK 1 1/2" - 1 3/4" GAL BB  | EA | 9.000 | 1 |

Unit price for each plant in place

| | | | | | | | |
|--|-----|-----|--|--|-----|-----------|----|
| | 249 | 014 | | FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2)  | TON | 56,787.00 | 14 |
|--|-----|-----|--|--|-----|-----------|----|

Unit price for each ton of Flexible Base

| | | | | | | | |
|--|-----|-----|-----|---|----|--------|----|
| | 430 | 001 | 001 | CL A CONC FOR EXT STR (CULV)  | CY | 45.000 | 27 |
|--|-----|-----|-----|---|----|--------|----|

Unit price for each cubic yard of Concrete

| | | | | | | | |
|--|-----|-----|-----|--|----|--------|---|
| | 610 | 007 | 001 | RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S  | EA | 13.000 | 7 |
|--|-----|-----|-----|--|----|--------|---|

Unit price of each Roadway Illumination Assembly

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|--|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 5693 | 2001 | | GEN DEBRIS RELOC W/SITE & PROCESS DOLLARS and CENTS | CY | 20,000.000 | 1 |
| | 5693 | 2002 | | GEN DEBRIS REMV ON PUBLIC ROW DOLLARS and CENTS | CY | 35,000.000 | 2 |
| | 5693 | 2003 | | GEN DEBRIS REMV OFF ROAD DOLLARS and CENTS | CY | 35,000.000 | 3 |
| | 5693 | 2004 | | GEN DEBRIS REMV WATERWAYS DOLLARS and CENTS | CY | 5,000.000 | 4 |
| | 5693 | 2005 | | ACCESS RDWY CONST INCL REMV DOLLARS and CENTS | LF | 5,000.000 | 5 |
| | 5693 | 2006 | | BOAT REMOVAL UP TO 30 FT DOLLARS and CENTS | EA | 50.000 | 6 |
| | 5693 | 2007 | | BOAT REMOVAL > 30 TO 40 FT DOLLARS and CENTS | EA | 10.000 | 7 |
| | 5693 | 2008 | | BOAT REMOVAL > 40 TO 50 FT DOLLARS and CENTS | EA | 5.000 | 8 |
| | 5693 | 2009 | | BOAT REMOVAL > 50 TO 60 FT DOLLARS and CENTS | EA | 2.000 | 9 |
| | 5693 | 2010 | | WHITE GOODS DOLLARS and CENTS | EA | 500.000 | 10 |
| | 5693 | 2011 | | TIRES DOLLARS and CENTS | EA | 200.000 | 11 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|--|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 5693 | 2012 | | VEHICULAR BATTERIES DOLLARS and CENTS | EA | 100.000 | 12 |
| | 5693 | 2013 | | ELECTRONIC GOODS DOLLARS and CENTS | EA | 500.000 | 13 |
| | 5693 | 2014 | | COMPR GAS CYL (100 GAL OR LESS) DOLLARS and CENTS | EA | 100.000 | 14 |
| | 5693 | 2015 | | COMPR GAS CYL (>100 GALS) DOLLARS and CENTS | EA | 100.000 | 15 |
| | 5693 | 2016 | | LIQUID PRODUCTS DOLLARS and CENTS | GAL | 500.000 | 16 |
| | 5693 | 2017 | | VEHICLES DOLLARS and CENTS | EA | 50.000 | 17 |
| | 5694 | 2001 | | MOBILITY DOLLARS and CENTS | LS | 1.000 | 18 |

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

ENGINEER SEAL

Control 6193-75-001
Project RMC - 619375001
Highway US0077
County NUECES

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
LARRY BUTTLER, P.E.
MAY 04, 2009

Project Number: RMC 619375001

Control: CSJ 6193-75-001

County: Nueces, etc

Highway: US0077, etc.

GENERAL NOTES:

This is a non-site-specific callout contract for the execution of natural disaster-related emergency debris removal from within public rights of way, public lands, public marsh lands, public waterways, and Department easements from locations as directed by the Engineer. This contract will be for an initial term of 24 calendar months from time of execution or until the Department determines that termination of the Contract is in the best interest of the State or the public.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District.

The Department at its sole discretion may elect to perform like work with in-house forces or additional contract forces.

PLANS ARE REQUIRED:

Electronic copies of the plans for this project may be downloaded from the following webpage: http://www.dot.state.tx.us/business/contractors_consultants/plans_online.htm
Hard copies may be requested from commercially available reproduction companies.

Pre-letting Contact Information:

Email all pre-letting questions to: PreQualBid@dot.state.tx.us All questions will be answered in a Question and Answer format and distributed to all inquirers.

District Contact Information:

Corpus Christi Director of Maintenance:
Victor Piñon, Jr., P.E.
1701 S. Padre Island Dr.
Corpus Christi, TX 78416
(361) 808-2224
(361) 808-2245 (fax)

Emergency Disaster Proclamation

Contractor's compliance with federal and state laws concerning legal gross and axle weights is more critical in emergencies as damage assessments of structures and bridges remain unknown at the time of occurrence. The contractor is required to proceed with the work as directed by the Governor of the State or by an executive order of the President of the United States.

Governor's Proclamations may be viewed on the following webpage:

<http://governor.state.tx.us/news/proclamation/>

Presidential Disaster Declarations may be viewed on the following webpage:

http://www.fema.gov/government/grant/pa/pr_declaration.shtm

GENERAL

In addition to the 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2004 SPEC Book), Special Specifications and Special Provisions located within this bid proposal, attention should be drawn to the following supplements to the 2004 SPEC Book:

Item 2 Instructions to Bidders, Article 2.2. Eligibility of Bidders, is supplemented by Special Provision 002-017 and 002-018 located within this bid proposal.

Item 3 Award and Execution of Contract, Article 3.4. B Bonds, is supplemented by Special Provision 003-029 located within this bid proposal.

Item 4 Scope of Work, Article 4.1 Contract Intent, is supplemented by Special Provision 004-014 located within this bid proposal.

Item 4 Scope of Work, Article 4.2 Changes in the Work. If agreed upon in writing by both parties to the contract, the contract may be extended for an additional period of time not to exceed the original contract time period. The extended contract may be for additional quantities up to the original bid quantities. The extensions shall meet the terms and conditions of the original contract plus any approved terms and conditions made by previously approved change orders. Bid prices may be changed to reflect the change in the Federal Consumer Price Index for the Southern Region from three months prior to the month of the execution of the contract to the latest published Index at the time of extension negotiation.

Item 4 Scope of Work, Article 4.2 Request and Claims for Additional Compensation, is supplemented by Special Provision 004-014 located within this bid proposal.

Item 7 Legal Relations and Responsibilities, Article 7.4. Insurance and Bonds. Any insurance not required in Table 1 will be reimbursed at invoice cost.

Item 8 Prosecution and Progress, Article 8.1. Prosecution of Work. Special Provision 008-100 located within this bid proposal.

Item 8 Prosecution and Progress, Article 8.2. Progress Schedules. Submit and coordinate progress schedules with the District Director of Maintenance for acceptance.

Item 8 Prosecution and Progress, Article 8.3. Computation of Contract Time for Completion. Special Provision 008-100 located within this bid proposal.

Item 8 Prosecution and Progress, Article 8.8 Subcontracting. Do not sublet any portion of the contract without the Engineer's written approval. Ensure that all subcontracted work complies with all governing labor provisions.

Federally Funded Routine Maintenance Contracts. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is a Small Business Enterprise on a wholly State or local funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- Workers employed and paid directly by the Contractor or wholly owned subsidiary.
- Equipment owned by the Contractor or wholly owned subsidiary
- Rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- Materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and
- Labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for non-supervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor. Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this Section.

Barricades, Signs and Traffic Handling.

Signing and Barricades shall conform to the latest Texas Manual on Uniform Traffic Control Devices and the latest Barricade and Construction (BC) Standard Sheets included in the plans. For traffic handling follow the Traffic Control Plans (TCP) Standard Sheets included in the plans.

Item 5693 Callout Debris Removal and Disposal

A work order to mobilize will only be issued for this contract if a Hurricane or Tropical Storm hits the coast, causing Debris to accumulate and scatter to the point that the Department would need assistance in the removal and proper disposal of the Debris.

Project Number: RMC 619375001

Control: CSJ 6193-75-001

County: Nueces, etc

Highway: US0077, etc.

Item 5694 Crew Equipment Mobilization for Debris Removal

Mobilization will not be paid for by the Department unless a work order is issued to mobilize after a hurricane or tropical storm has hit the coast and the Department would need assistance in the removal and proper disposal of the Debris. Payment to mobilize will then be made in accordance with this item.

CONTROL : 6193-75-001
PROJECT : RMC - 619375001
HIGHWAY : US0077
COUNTY : NUECES

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

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 "IMPORTANT NOTICE TO CONTRACTOR" (000--1610)
SPECIAL PROVISION TO ITEM 1 (001---011)
SPECIAL PROVISIONS TO ITEM 2 (002---017)(002---018)
SPECIAL PROVISIONS TO ITEM 3 (003---023)(003---029)
SPECIAL PROVISIONS TO ITEM 4 (004---013)(004---014)
SPECIAL PROVISION TO ITEM 5 (005---004)
SPECIAL PROVISION TO ITEM 6 (006---030)
SPECIAL PROVISIONS TO ITEM 7 (007---213)(007---445)
SPECIAL PROVISIONS TO ITEM 8 (008---084)(008---100)
SPECIAL PROVISION TO ITEM 9 (009---008)

SPECIAL SPECIFICATIONS:

ITEM 5693 CALLOUT DEBRIS REMOVAL AND DISPOSAL
ITEM 5694 CREW AND EQUIPMENT MOBILIZATION FOR DEBRIS REMOVAL

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.

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SPECIAL PROVISION
000--1493
Schedule of Liquidated Damages

| For Amount of Original Contract | | Amount of Daily Contract |
|--|-------------------------|----------------------------------|
| From More Than | To and Including | Administration Liquidated |
| | | Damages per Working Day |
| \$0 | 100,000 | 425 |
| 100,000 | 500,000 | 500 |
| 500,000 | 1,000,000 | 525 |
| 1,000,000 | 2,000,000 | 625 |
| 2,000,000 | 5,000,000 | 800 |
| 5,000,000 | 10,000,000 | 1100 |
| 10,000,000 | 15,000,000 | 1400 |
| 15,000,000 | 25,000,000 | 1550 |
| 25,000,000 | Over 25,000,000 | 2800 |

SPECIAL PROVISION

000---011

Department Division Mailing and Physical Addresses

For this project, Item 000, “Department Division Mailing and Physical Addresses,” 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.

Use the information in Table 1 to contact the Department Divisions referenced in the Standard Specifications or Special Provisions and Special Specifications in the Contract. This listing is for the purposes of providing addresses for transmission of information in accordance with the specifications. Unless otherwise stated in the specifications, address all correspondence and transmission of information to the Engineer responsible for the oversight of construction. Submit bidding documents to the location shown in the official advertisement. Address changes will be posted on the Department’s Internet site at <http://www.dot.state.tx.us/>.

**Table 1
Department Division Mailing and Physical Addresses**

| Division/Section Name | U.S. Post Office Address | Physical Address |
|--|--|--|
| Bridge Division | Texas Department of Transportation Bridge Division 125 E 11 th Street Austin TX 78701-2483 | Bridge Division Fabrication Branch 118 E. Riverside Dr. Austin, Texas 78704 (512) 416-2187 |
| Construction Division Construction Section | Texas Department of Transportation Construction Division Construction Section 200 E. Riverside Drive Austin TX 78704 | Construction Division 200 E. Riverside Dr. 1 st floor, 1B.1 Austin, TX 78704 (512) 416-2490 1-800-687-3525 |
| Materials & Pavements Section | Texas Department of Transportation Construction Division Materials & Pavements (CP51) 125 E 11 th Street Austin TX 78701-2483 | Construction Division Materials & Pavements Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5800 |

| Division/Section Name | U.S. Post Office Address | Physical Address |
|--|--|--|
| Maintenance Division | | |
| Maintenance Section | Texas Department of Transportation Maintenance Division Maintenance Section 125 E 11 th Street Austin, TX 78701 | Maintenance Division Maintenance Section 150 East Riverside Drive Fourth Floor, North Tower Austin, TX 78704 (512) 416-3185 |
| Vegetation Management Section | Texas Department of Transportation Maintenance Division Vegetation Management Section 125 E 11 th Street Austin, TX 78701 | Maintenance Division Vegetation Management Section 150 East Riverside Drive Fourth Floor, North Tower Austin, TX 78704 (512) 416-3093 |
| Traffic Operations Division | | |
| Traffic Operations Division | Texas Department of Transportation Traffic Operations Division 125 E 11 th Street Austin TX 78701 | Texas Department of Transportation Traffic Operations Division 200 E. Riverside Bldg. 118 Austin, Texas 78704 512-416-3200 |
| Traffic Engineering | Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 125 E 11 th Street Austin TX 78701 | Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 200 E. Riverside Bldg. 118 Austin, Texas 78704 (512) 416-3118 |
| Traffic Management-ITS Branch | Texas Department of Transportation Traffic Operations Division Traffic Management Section 125 E 11 th Street Austin TX 78701 | Texas Department of Transportation Traffic Operations Division Traffic Management Section Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100 |
| Traffic Management- Signal/Radio Branch | Texas Department of Transportation Traffic Operations Division Traffic Management Section- Signal/Radio Branch 125 E 11 th Street Austin TX 78701 | Texas Department of Transportation Traffic Operations Division Traffic Management Section- Signal/Radio Branch Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100 |

SPECIAL PROVISION

000--1610

Important Notice to Contractors

The Contractor's attention is directed to the fact that a technical prequalification is required of all prospective bidders. Refer to Special Provision to Item 2 included in the proposal and contact the office of the Director of Maintenance Operations at (512) 416-3048 for more information. The technical prequalification is in addition to financial prequalification as required by the Construction Division. Prequalification does not relieve the Contractor of any requirements found in the Specifications.

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

002---017

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. Submit for approval a Confidential Questionnaire Form and an audited financial statement or a Bidder's Questionnaire Form at least 10 days before the date that bids are to be opened. Once approved, the eligibility is valid for a period of one year. Bidders prequalified with a Bidder's Questionnaire Form are not eligible to bid on a project that requires the Confidential Questionnaire Form and audited financial statements. Comply with all technical prequalification requirements in the bid form. Obtain prequalification forms from the Construction Division.

2.3. Issuing Bid Forms. The Department 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 Department will not issue 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 Commission, or is prohibited from rebidding a specific proposal because of bid error or failure to enter into a Contract of the first awarded bid.
- the Bidder has not fulfilled the requirements for prequalification.
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Department 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 Department in the preparation of plans. This information is provided for the Bidder's information only and the Department 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 Department-issued addenda are binding. Request explanations of documents in adequate time to allow the Department to reply before the bid opening date..

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

2.6. Preparing the Bid. Prepare the bid on the form furnished by the Department. 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 department. 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 department 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 Department 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 Texas Transportation Commission 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 Department 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 Department, 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.

C. Electronic Bid Bond. Use the most current version of the electronic bond issued by the department. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into EBS. Use bond authorization codes issued by the companies listed in most recent version of EBS.

2.9. Submittal of Bid. Bids may be submitted either manually or electronically.

A. Manually Submitted Bids.

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

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

In addition to the requirements above, all pages of a bid form printed from EBS must be submitted.

B. Electronically Submitted Bids. Submit the electronic bid to the electronic vault using EBS. It is the bidder's responsibility to ensure that the bid is received by the electronic vault on or before the time and date set for the opening.

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 Department will not make revisions to a bid on behalf of a Bidder.

B. Electronically Submitted Bids. Make desired changes up until the time and date set for the opening of bids using EBS. The electronically submitted bid with the latest time stamp by the electronic vault will be used for tabulation purposes.

C. 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 Department 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 department will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

B. Electronically Submitted Bids. Submit an electronic or written request to withdraw the bid. The electronic request must be made using EBS. For a written request, submit a signed request to the Letting Official. A request to withdraw an electronic bid must be made by a person authorized to bind the Bidder and must be made prior to the time and date set for the opening. For written request for withdrawals of electronic bids and in the case of joint venture, the department 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 Department 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 Department 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 Department 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 Department will make a documented determination of the unit bid price for tabulation purposes if a unit bid price is illegible. The Department'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 Department 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 Department 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 Department will select the regular Item or Items or the alternate Item or Items at the Department's discretion if both the regular and alternate bid results in the same cost to the State.

The Department 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 Department will select the option (regular or alternate) that results in the lowest cost to the State. The Department will select the regular Item or Items or the alternate Item or Items at the Department's discretion if both the regular and alternate bid results in the same cost to the State.

G. Special Item Considerations.

1. Rubber Additives. For proposed Contracts without federal funds, if an alternate Item for "Hot Asphalt-Rubber Surface Treatments" or "Hot Mix Asphalt Concrete Pavement" which contains ground tire rubber is shown in the bid form and the Bidder bids that alternate Item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot Mix Asphalt Concrete" will be at the actual unit prices bid.

2. "Buy America." For proposed Contracts where unit bid prices are submitted for both domestic and foreign steel or iron materials, the total bid amount will be calculated using both the domestic and foreign steel unit bid prices. If the total bid amount using the foreign steel or iron materials is the low bid, and the lowest bid using domestic steel or iron materials exceeds the low bid using foreign steel or iron materials by 25% or more, the apparent low Bidder will be the bid using foreign steel or iron materials. If the difference between the low bid using foreign steel or iron materials and the lowest bid using domestic steel or iron materials is less than 25%, the apparent low Bidder will be the bid using domestic steel or iron materials.

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

2.15. Consideration of Bid Errors. The Department 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 Department within 5 business days after the date the bid is opened.
- Identify the Items of work involved and include bidding documentation. The Department may request clarification of submitted documentation.

The Department 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 Department 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 Department.

2.17. Electronic Bidding. Take responsibility for correctly installing the EBS software. Secure the digital certificate issued by the department at all times. Promptly report compromised digital certificates to the Department. Select an Internet Service Provider. The Department will not be responsible for Internet unavailability. The Department will not provide a computer for preparing, submitting, revising or withdrawing an electronic bid.

2.18. Bid Form Content. The electronic and the EBS printed bid form do not contain such things as the special provisions, special specifications, and general notes. These documents are included by reference. Manual bid forms (traditional proposals) will include such provisions.

SPECIAL PROVISION

002---018

Instructions to Bidders

For this project, Item 2, "Instructions 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.

Article 2.2. **Eligibility of Bidders** is supplemented by the following:

Bids will not be accepted from bidders unless the bidder or the bidder's designated subcontractor(s) have been technically pre-qualified by the Department's Maintenance Division. This technical pre-qualification is in addition to all other bidder pre-qualification or re-qualification requirements set forth by the Construction Division of TxDOT. To technically pre-qualify, file acceptable documentation demonstrating the capability of the bidder or the bidder's designated subcontractor(s) to perform the specific work described in Special Specification 5693 which apply to this contract.

Submit completed technical prequalification documents by 12:00 P.M. (CST), 8 working days prior to bid opening to the Director of Maintenance Operations, Texas Department of Transportation. This will allow the Department adequate time to review the statements and respond to the prospective bidder with the status of their submittal. Any documentation, which does not correctly address all specified items, will be rejected for the reason of insufficient data and additional information must be provided on or before 5:00 p.m. the day before letting. Bids must be received by 1:00 p.m. on the following day.

Failure to submit technical prequalification documentation prior to 12:00 P.M. (CST), 8 working days prior to bid opening, will be sufficient reason for not being approved for bidding. Failure to provide required additional information, will be sufficient reason for not being approved for bidding.

All technical prequalification documentation must appear on TxDOT Technical Prequalification Forms for Callout Debris Removal and Disposal. Technical Prequalification Forms may be obtained upon written request from the Director of Maintenance Operations by e-mail at PreQualBid@dot.state.tx.us or calling (512) 416-3048. Mail completed documents to Texas Department of Transportation, Director of Maintenance Operations, 125 East 11th Street, Austin, Texas 78701-2483 or e-mail PreQualBid@dot.state.tx.us. Hand-delivered complete documents may be brought to Texas Department of Transportation, Director of Maintenance Operations, 150 East Riverside 5N, Austin, Texas 78704.

Should the bidder have technically prequalified subcontractors, who meet the above requirements, and should these subcontractors be unable to complete the entire project, the successful bidder must resubmit technical pre-qualification material on alternate subcontractors for approval before the work can be continued.

SPECIAL PROVISION

003---023

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 3.1. Award of Contract, Section A. Award, Section 1 is voided and replaced by the following:

- 1.** The Contract is for routine maintenance work with a bid less than \$300,000.

SPECIAL PROVISION

003---029

Award and Execution of Contract

For this project, Item 3, "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.B. Bonds is supplemented by the following:

Performance and payment bond costs will be reimbursed at invoice cost for this contract.

SPECIAL PROVISION

004---013

Scope of Work

For this project, Item 4, "Scope of 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 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 4.4. Requests and Claims for Additional Compensation, Section A., Delay Claims is voided and replaced by the following:

A. Damages. Damages occur when impacts that are the responsibility of the Department result in additional costs to the contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Department, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Contract Letting and Contractor Prequalification Branch of the Construction Division.

1. Delay Damages

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

a. Standby Equipment Costs.

- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
- No more than 8 hr. of standby will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month.
- For Contractor-owned equipment, standby will be paid at 50% of the rental rates found in the Rental Rate Blue Book for Construction Equipment and calculated by dividing the monthly rate by 176 and multiplying by the regional adjustment factor and the rate adjustment factor. For leased equipment on standby, 100% of the invoice cost of the leased equipment will be paid. Operating costs will not be allowed.

b. Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the prime contractor will be made using the following options:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original contract amount by the as-let number of working days) or
- actual documented costs for the impacted period.

Project overhead for delays impacting sub-contractors will be determined from actual documented costs submitted by the Contractor.

The granting of time extensions and suspensions alone will not be justification for reimbursement for project overhead.

c. Home Office Overhead. The Department will not compensate the Contractor for home office overhead.

Article 4.4. Requests and Claims for Additional Compensation, Section B., Dispute or Claims Procedure is supplemented by the following:

The deadline for filing a claim in accordance with 43 TAC Section 9.2, is the earlier of 1 year after the date of final acceptance, date of default, or date of termination except that claims for warranty enforcement can be made up to 1 year after expiration of the warranty period.

SPECIAL PROVISION

004---014

Scope of Work

For this project, Item 4, "Scope of 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 4.1. Contract Intent. The first paragraph is supplemented by the following:

The department at its sole discretion may elect to perform like work with in-house forces or additional contract forces.

Article 4.4. Request and Claims for Additional Compensation. The first paragraph is supplemented by the following:

No payment will be made for standby periods.

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 http://www.dot.state.tx.us/publications/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

007---445

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. All TEEEX certifications that have been issued for “TxDOT Electrical Systems” course will be accepted until January 1, 2010. On January 1, 2010, all TEEEX certifications for “TxDOT Electrical Systems” course will expire.

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 the NEC Block Test or the NEC Southern Building Code Test and
- demonstrating sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician.

SPECIAL PROVISION

008---084

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 this Item are waived or changed hereby.

Article 8.8. Subcontracting, is supplemented with the following:

If the DBE goal amount for this project is greater than zero, submit a copy of the executed subcontract agreement with the request for subcontractor approval for all DBE subcontracts, including all tiered DBE subcontracts.

SPECIAL PROVISION

008---100

Prosecution and Progress

For this project, Item 8, "Prosecution and Progress," 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 8.1. Prosecution of Work. The second paragraph is voided and replaced by the following:

Begin work within 72 hours after the date of the written authorization and continuously prosecute the work until completion.

Article 8.3. Computation of Contract Time for Completion. The first paragraph is voided and replaced by the following:

Working day charges will begin within 72 hours after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract.

SPECIAL PROVISION

009---008

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 B, Payment Provisions for Subcontractors is voided and not replaced.

SPECIAL SPECIFICATION**5693****Callout Debris Removal and Disposal**

- 1. Description.** This is a non-site-specific callout contract for the execution of natural disaster-related emergency debris removal from within public rights of way, public lands, public marsh lands, public waterways, and Department easements for locations as directed by the Engineer. This contract will be for an initial term of 24 calendar months from time of execution or until the Department determines that termination of the Contract is in the best interest of the State or the public. Rights of entry will be provided by others if necessary. Process debris as directed by the Engineer. Processing includes removal, relocation and sorting, or a combination of these activities in accordance with all applicable federal, state and local laws and regulations. Secure disposal, staging and stockpile sites. Debris may include objects such as brush piles, logs, dead animals, downed trees and limbs, uprooted stumps, scrap metal, household appliances, tires, tire fragments, lumber, siding, plywood, furniture, mattresses, boats, motor vehicles, trailers, mobile homes, hazardous materials (as identified under 4.I, "Measurement") and other debris as identified by the Engineer. In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the adjoining affected District. The Department at its sole discretion may elect to perform like work with in-house forces or additional contract forces.
- 2. Materials.** Furnish all material, equipment, labor, and incidentals necessary to achieve acceptable work. Equipment may include but is not limited to front-end loaders, backhoes, hydraulic excavators, cranes, drag lines, chain saws, dump trucks, marsh boats, marsh excavators, air boats, barges, etc., interlocking construction mats, and temporary roadway mats and/or base materials.

Trucks and other debris hauling equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. The signs shall contain the following permanently marked information:

- Company Name
- Truck Number
- Cubic Yardage
- Inspector's name and date

Trucks or equipment designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with

Traffic control will be in accordance with the latest Texas Manual on Uniform Traffic Control Devices located at <http://www.txdot.gov/business/outline.htm>. All heavy equipment operating on or within 30 ft. of the outside edge of the traveled lane shall have an amber rotary flashing light or strobe light mounted on the highest point of the machine in order to insure 360 degree visibility.

3. Work Methods.

A. General. As directed by the Engineer, provide an approved supervisory level representative to accompany TxDOT and/or designated natural resource personnel on a review of identified work sites to determine environmental permitting and any appropriate avoidance and minimization practices including best management practices that would protect the environment. Company representative shall be knowledgeable in methods required to access the sites, work methods required at each site, and shall have full authority to commit necessary resources for completion of the work using the identified work methods. **The Contractor will not be responsible for obtaining required environmental permits at debris removal sites.** Permit requirements will be provided through the Engineer. Permit requirements will not be modified unless previously approved by permitting authorities. The Contractor will be responsible for adhering to any conditions specified in required environmental permits.

1. Process debris to the extent determined to be applicable for the site or portions of each site as directed by the Engineer. Accessible hazardous debris items shall be removed prior to other operations. Additional hazardous debris items encountered shall be removed prior to continuing operations.

Visual inspection for human remains shall be made prior to beginning and during processing of debris collection. Should human remains be found, immediately contact the law enforcement agency identified by the Engineer for this purpose. If accessible, respectfully cover the remains with black plastic sheeting and clearly mark the location with lathes painted with red fluorescent paint. Without further disturbance, move to another work location until the site has been cleared for continued work by the applicable law enforcement representative. Contractor will ensure monitoring of the site until the human remains are under the care of the appropriate law enforcement representative. If requested by the responding law enforcement representative, provide necessary personnel and equipment to assist in further debris removal to aid in the recovery of the human remains or assist with additional investigation.

2. Load, haul, and dispose of debris at licensed, approved disposal sites in accordance with all applicable federal, state and local regulations. Disposal methods and site locations will be identified and provided in writing to the Engineer for approval.

3. **Sort Debris.** Contractor will sort debris to the maximum extent possible. Contractor will dispose of sorted debris in accordance with the options for disposal/ burn listed in the table below:

| Waste Type | Examples of Waste Type | Disposal/Burn Option |
|----------------------------------|--|---|
| Vegetation | Trees, Brush | Preferred: Recycle Option: Outdoor burn Option: Type IV Municipal Solid Waste (MSW) Landfill Option: Type I MSW Landfill |
| Clean Lumber | Lumber, siding, plywood and similar wood materials that have not been painted, stained or chemically treated | Preferred: Recycle Option: Outdoor burn Option: Type IV MSW Landfill Option: Type I MSW Landfill |
| Animal Carcasses | Non-diseased poultry, cattle, domestic animals, etc. | Preferred: On-site burial/mounding Option: Outdoor burn Option: Off-site disposal using a renderer or a commercial waste incinerator Option: Approved landfill |
| Household/ Commercial Waste | Waste capable of decaying or rotting | MSW Type I Landfill |
| | Garbage, refuse, rubbish | MSW Type I Landfill |
| Construction or Demolition Waste | Asbestos containing debris - shingles, siding, insulation, tiles | MSW Type I Landfill w/ Special Waste Authorization |
| | Painted/stained/treated wood | Preferred: MSW Type IV Landfill Option: MSW Type I Landfill |
| | Non-asbestos roof shingles | Preferred: Fuel source for cement kilns with appropriate air authorization Option: MSW Type IV Landfill Preferred: MSW Type I Landfill |
| Sheetrock | | Preferred: MSW Type IV Landfill Option: MSW Type I Landfill |
| White Goods | Refrigerators | Preferred: Recycle Option: MSW Type I Landfill |
| | Stoves | Preferred: Recycle Option: MSW Type I landfill |
| | Washer/Dryers | Preferred: Recycle Option: MSW Type I landfill |

| | | |
|---------------------------|---|--|
| | Batteries | Preferred: Recycle (Lead acid batteries are not allowed in MSW landfills). |
| Household Hazardous Waste | Cleaning products | Option: MSW Type I Landfill Option: Permitted Hazardous Waste (HW) facility |
| | Paints, Solvents | Option: MSW Type I Landfill Option: Permitted HW facility |
| | Pesticides | Option: Permitted HW facility |
| | Automotive products | Option: MSW Type I Landfill Option: Permitted HW facility |
| | Electronics: VCRs, Computers, TVs, etc. | Option: Recycle Option: MSW Type I Landfill Permitted HW facility |
| Compressed Gas Containers | | Recycle |
| Tires | | Pick-up by authorized Scrap Tire Transporter or delivery to authorized processing or end-use facilities. |

4. **Federal Emergency Management Act (FEMA) Reimbursement Requirements for Debris Management Sites (*Debris Burning, Processing, Ash Burial or Disposal, and/or Staging or Stockpiling sites other than approved landfills*).**

Contractor is responsible for certifying that all Debris Management sites comply with FEMA requirements for reimbursement. Contractor will complete the FEMA EMERGENCY DEBRIS MANAGEMENT SITE CERTIFICATION FORM and submit to the Engineer within 24 hours of occupying a Debris Management Site. The contractor will notify and coordinate with the applicable Texas Commission on Environmental Quality (TCEQ) Regional Office <http://www.tceq.state.tx.us> for any debris management sites. If the creation or use of a debris management site will include ground disturbance (including the creation of temporary roads and ash burial) or will impact structures, the contractor will coordinate with the Texas Historical Commission prior to the start of any ground disturbance. Contractor will complete the FEMA GROUND DISTURBANCE FORM and submit it to the Engineer within 24 hours of occupying a Debris Management Site.

5. **Outdoor Burning.** Contractor may burn only vegetation and clean wood waste types. Contractor is responsible for complying with the requirements of the TCEQ regarding outdoor burning of storm related debris. The contractor will notify and coordinate with the applicable TCEQ Regional Office for any burning sites.

B. Hazardous Debris. Hazardous debris includes but is not limited to explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers,

poisons, batteries, radioactive materials, corrosives, medical wastes and other materials classified as hazardous by 40 CFR 261 or applicable, state and federal regulations or as designated by the Engineer.

Personnel Requirements for Collecting Hazardous Debris. All contractor personnel that collect, handle, transport and manage hazardous debris must meet all requirements of the OSHA, including, but not limited to, appropriate level training requirements under 29 CFR 1910.120 (Ref. Para 22.3.9).

Collection, Transport and Management of Hazardous Debris. Contractor will collect, manage and transport, and dispose of Hazardous Debris separate from other debris, unless otherwise directed by the Engineer.

Transport Hazardous Debris. Contractor will transport all collected hazardous debris to an approved Hazardous Debris Staging Area, unless otherwise directed by the Engineer. Contractor is responsible for all releases of hazardous debris during transport. Contractor is responsible for compliance with 30 TAC 327 SPILL PREVENTION AND CONTROL for all releases of hazardous debris during collection, staging and transport.

Recycle or Reclaim Hazardous Debris. Contractor will first attempt to locate an authorized recycling or reclamation facility that will accept the collected hazardous debris before disposing of it at an authorized State permitted waste disposal facility.

Hazardous Debris Staging Area. As directed by the Engineer, and at a location approved by the Engineer, the Contractor shall establish a hazardous debris staging area for the purpose of temporarily storing hazardous debris. No hazardous debris may be allowed in the Hazardous Debris Staging area until the Engineer has notified the Contractor that the Contractor's preparation of the staging area is satisfactory. The Contractor will ensure that all hazardous debris within the Hazardous Debris Staging Area is sorted and neatly segregated by like or compatible materials for later transport to an authorized disposal facility or recycling facility. Within the staging area, Contractor will manage and store the segregated hazardous debris in areas where the ground is completely lined with polyethylene sheeting at least 6 mil in thickness and enclosed within an earthen berm not less than one foot in height.

The contractor will install temporary fencing with entry gates around the entire Hazardous Debris Staging Area. Contractor will chain and padlock all gates whenever the staging area is not staffed and/or in operation. Contractor is responsible for providing all equipment, materials and labor necessary for the safe handling, management, transport, storage and security of hazardous debris within the Hazardous Debris Staging Area. Contractor will maintain sufficient equipment and materials to contain and cleanup spills of hazardous debris within the staging area. Contractor will be responsible for proper removal of refrigerants or other gases from any items.

Contractor is solely responsible for the assessment and cleanup of any soil, surface water or groundwater contaminated as a result of the handling, management or storage of hazardous debris within the designated Hazardous Debris Staging Area. Contractor is responsible for compliance with 30 TAC 327 SPILL PREVENTION AND CONTROL for all releases of hazardous debris within the staging area. The Engineer

will make the final determination when the assessment and cleanup are complete for any soil, surface water or groundwater contaminated as a result of the handling, management or storage of hazardous debris within the designated Hazardous Debris Staging Area.

Waste Generator and Waste Manifest. Based on the nature of the work under this Contract and applicable Laws and Regulations, the Contractor agrees that the Department is not the legal generator of any waste removed from a debris site during or as a result of the performance of the Work. Contractor shall complete all applicable portions and sign the appropriate lines of any required waste manifest forms (including but not limited to Uniform Hazardous Waste Manifest or the Petroleum Substance Waste Affidavit) for any class of waste transported from the site, certifying proper classification, packaging, labeling, and shipping of the waste. Contractor shall be responsible for determining description of specific locations for manifesting requirements and shall use “ Hurricane (name of hurricane event) or Tropical Storm (name of storm event)” as the generator. Contractor shall be responsible for signing the waste manifest or delegating this duty to his qualified hazardous waste subcontractor as approved by the Engineer. Contractor, or delegated hazardous waste sub-contractor, shall not qualify its signature on the waste manifest in any way, except that Contractor may add the following language, without alteration: “Signed in the course and scope of the contractual performance or service on behalf of the Texas Department of Transportation, as required by a state contract.”

C. Boats and Vehicles. Boats and trailers, separate trailers, trucks and other vehicles will be separated from the other debris, household appliances and other items which are considered hazardous. All trucks, cars vans, sport-utility-vehicles, pickups, and separate trailer will be classified as vehicles. A trailer with a mounted boat is to be removed with the boat attached and is classified as one boat, unless otherwise approved by the Engineer and will be paid for as one boat. Take precautions to keep from further damaging the boats, motors, trailers and vehicles in the removal, hauling or storage process. Contractor will be responsible for hauling boats and vehicles to an approved storage site in coordination with local law enforcement.

4. Measurement. This Item will be measured as follows:

A. General Debris Relocation Within Site and Processing (does not include removal from site). By the cubic yard. (This item will be used independently of 4(b) and 4(c) described below. If Item 4(a) is used, Items 4(b) and 4(c) will not be used for the same debris.)

B. General Debris Removal on Public Rights-of-way. By the cubic yard.

C. General Debris Removal Off-road. (Off public rights-of-way) By the cubic yard.

D. General Debris Removal Waterways. By the cubic yard.

E. Access roadway construction (mats, base material, etc.) including removal. By the linear foot.

F. Boat Removal of given lengths. By the each.

G. Vehicles. By the each.

H White Goods (refrigerators, freezers, air conditioners, washing machines, dryers, stoves, etc.) By the each.

I Hazardous Material Removal:

1. Tires or Vehicular Batteries. By the each.

2. Electronic Goods (televisions, computers, radios, stereos, monitors, etc). By the each.

3. Compressed gas cylinders up to 100 gallons. By the each.

4. Compressed gas cylinders greater than 100 gallons. By the each.

5. Liquid products (petroleum products, paints, etc.). By the gallon.

5. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as described. This price is full compensation for the cutting up, collecting, loading, hauling, and disposing of debris and restoring each location as directed by the engineer. Price includes all labor, equipment, tools, and incidentals necessary to complete the work. Traffic control will be considered subsidiary and will not be paid for directly.

Miscellaneous unidentifiable items, as approved by the Engineer, will be paid at Contractor's invoiced disposal costs plus 25% handling to include all associated labor, materials, equipment, insurance, fees, etc.

SPECIAL SPECIFICATION

5694

Crew and Equipment Mobilization For Debris Removal

1. Description. This item is for the mobilization of equipment and crews to remove debris and dispose of debris immediately after a hurricane/tropical storm. A work order will be issued to have crews and equipment mobilized to a specified staging area chosen after the Department has assessed the debris.

A minimum of ten crews will be required by the first work order.

2. Arrival Time at Staging Area

Required arrival time for crew and equipment is 72 hours after the work order is issued.

3. Crew and equipment.

A crew is defined as a minimum of:

A Crew Leader

Truck Drivers (Minimum of 2)

Equipment Operators (Minimum of 2)

Debris Removal Personnel and Traffic control Personnel (Minimum of 5)

4. Equipment per Crew

Two 10 yard dump trucks (or equivalent) capable of carrying debris to disposal site.

Two pneumatic tired front-end loaders with two yard bucket with grappling or four in one bucket (or equivalent)

Chain saws and hand tools *adequate* for use in processing debris for each crew.

Devices, signs, flags, etc. necessary to control traffic in accordance with the Texas Manual on Uniform Traffic Control Devices.

The crew and equipment supplied must be approved by the Engineer.

5. Measurement.

Measurement. This Item will be measured by the lump sum as the work progresses.

6 Payment.

Partial payments of the lump sum bid for mobilization will be as follows. The adjusted Contract amount for construction Items as used below is defined as the total Contract amount less the lump sum for mobilization.

Arrival and starting to work is critical. Each day (or partial day) the crews and equipment are late after 72 hours the Contractor's pay for mobilization will be reduced \$5000.

A. Payment will be made upon presentation of a paid invoice for the required insurance and after the crew and equipment report to the staging area. The combined payment will be 10% of the total for lump sum bid for mobilization or 1% of the total Contract amount, whichever is less.

B. When 10% of the adjusted Contract amount for construction Items is earned, 50% of the lump sum bid for mobilization or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

D. When 20% of the adjusted Contract amount for construction Items is earned, 75% of the lump sum bid for mobilization or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.

E. When 30% of the adjusted Contract amount for construction Items is earned, 90% of the lump sum bid for mobilization or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

F. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the next estimate cycle after the initial retainage estimate or at final acceptance for projects without retainage.