

|         |                 |
|---------|-----------------|
| Control | 6171-43-001     |
| Project | RMC - 617143001 |
| Highway | SH0064          |
| County  | RUSK            |

## 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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|         |                 |
|---------|-----------------|
| Control | 6171-43-001     |
| Project | RMC - 617143001 |
| Highway | SH0064          |
| County  | RUSK            |

# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2004 SPECIFICATIONS

### WORK CONSISTING OF ROW MOWING AND LITTER PICKUP RUSK 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 65 working 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:

FOUR THOUSAND (Dollars) ( \$4,000 )

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

## **NOTICE TO CONTRACTORS**

**FOR THIS PROJECT THE AUDITED FINANCIAL PREQUALIFICATION REQUIREMENT IS WAIVED. ANY CONTRACTOR INTENDING TO BID ON THIS WORK MUST SUBMIT A COMPLETED “BIDDERS QUESTIONNAIRE”, WITH ANY ADDITIONAL INFORMATION REQUESTED IN THAT FORM, AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.**

**CONTRACTORS THAT ARE CURRENTLY PREQUALIFIED BASED ON AN AUDITED FINANCIAL STATEMENT DO NOT NEED TO SUBMIT A “BIDDERS QUESTIONNAIRE” SINCE THE NECESSARY INFORMATION IS CONTAINED IN THE AUDITED PREQUALIFICATION DOCUMENTS.**

**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:

|                |                        |
|----------------|------------------------|
| <b>Control</b> | <b>6171-43-001</b>     |
| <b>Project</b> | <b>RMC - 617143001</b> |
| <b>Highway</b> | <b>SH0064</b>          |
| <b>County</b>  | <b>RUSK</b>            |

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.**

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# 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):

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

|                |                        |
|----------------|------------------------|
| <b>Control</b> | <b>6171-43-001</b>     |
| <b>Project</b> | <b>RMC - 617143001</b> |
| <b>Highway</b> | <b>SH0064</b>          |
| <b>County</b>  | <b>RUSK</b>            |

## 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 \_\_\_\_\_

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# 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

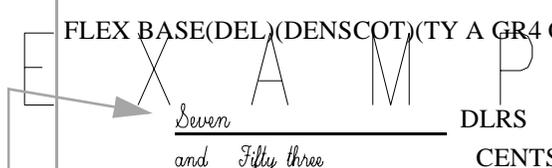
EXAMPLE

# EXAMPLES

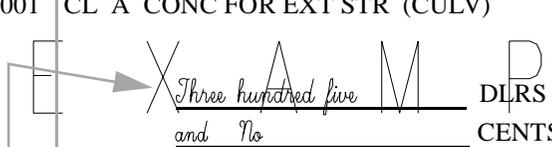
## BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

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

**Unit price for each plant in place**

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

**Unit price for each ton of Flexible Base**

|  |     |     |     |   |    |        |    |
|--|-----|-----|-----|---|----|--------|----|
|  | 430 | 001 | 001 | CL A CONC FOR EXT STR (CULV)<br><br> | 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<br><br> | EA | 13.000 | 7 |
|--|-----|-----|-----|--|----|--------|---|

**Unit price of each Roadway Illumination Assembly**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

This page intentionally left blank.

| ALT | ITEM-CODE  |              |             | UNIT BID PRICE ONLY.<br>WRITTEN IN WORDS      | UNIT | APPROX<br>QUANTITIES | DEPT<br>USE<br>ONLY |
|-----|------------|--------------|-------------|---|------|----------------------|---------------------|
|     | ITEM<br>NO | DESC<br>CODE | S.P.<br>NO. |   |      |                      |                     |
|     | 730        | 2002         |             | FULL-WIDTH MOWING<br><br>DOLLARS<br>and CENTS | AC   | 6,997.160            | 1                   |
|     | 734        | 2001         |             | LITTER REMOVAL<br><br>DOLLARS<br>and CENTS    | AC   | 2,332.070            | 2                   |

# **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.

**Project Number:** RMC- 617143001

**County:** Rusk

**Control:** 6171-43-001

**Highway:** SH 64

**GENERAL NOTES:**

**GENERAL**

Representatives for this project are:

Maintenance Supervisor: Louis Sanders (903) 567-6574  
Contract Inspector: Gene Seelbach

Verbally notify the TxDOT Representative 24 hours in advance of beginning work. Notify the TxDOT Representative by 8:15 a.m. on any day the Contractor will not be working for whatever reason.

**START TO WORK**

Anticipated start dates for cycles:

Cycle 1 - approximately June 1, 2008  
Cycle 2 - between August 1 and September 15, 2008

Submit a proposed schedule for mowing at the pre-work meeting for approval by the TxDOT Representative. TxDOT may change the order of mowing and will determine all non-mow and vegetative management areas. Mow roadways with construction zones if required by TxDOT Representative.

Work and time charges begin for each mowing cycle as specified in the written notification or start to work letter. The number of acres required in the mowing cycle and days allowed for completion are specified in the letter. If work does not begin on the date specified, a default warning letter will be mailed stating the Contractor has 10 days to begin and work continuously.

All contracts will have the same start to work date regardless of the number of contracts a single Contractor is awarded.

**TIME CHARGES**

Divide the total number of acres to be mowed in a cycle by the number of acres required per normal working day to determine the total number of days allowed per cycle. Round up a fraction to the next whole number.

Complete a minimum of 120 acres per working day as a basis for time charges. Complete the first cycle of mowing with litter removal within 35 working days and the second cycle of mowing within 30 working days.

An amount considered liquidated damages, not a penalty, is charged per working day when the Contractor fails to complete the cycle in the time specified. The amount deducted per day is designated in Special Provision 000---001.

**Project Number:** RMC- 617143001

**County:** Rusk

**Control:** 6171-43-001

**Highway:** SH 64

### **CREW AND EQUIPMENT**

Maintain a continuous work schedule to allow satisfactory completion of the project and assure all equipment is in good operating condition. Operate a minimum of five tractors on each contract to sufficiently maintain the required production rate. Provide equipment necessary to mow and trim around all appurtenances including signs, concrete barriers, and other permanent objects found on the right of way.

Pressure-wash all mowing equipment to prevent the spread of a parasitic plant species, which may be located on the right of way, as follows:

- Before entering the maintenance section and/or beginning right of way mowing operations;
- Before leaving the maintenance section or after completing a cycle of right of way mowing operations;
- Any time the equipment enters or leaves the right of way to perform any other mowing operation at locations other than the highway right of way.

Notify the TxDOT Representative prior to any pressure washing of mowing equipment so the process may be observed. Perform the pressure washing of mowing equipment only at the location(s) approved by the TxDOT Representative.

Remove or clearly mark by warning lights and barricades any equipment and/or obstructions within thirty feet (30') of the travel way.

Stop all operations when a school bus is loading or unloading within one thousand feet (1000') of mowing operations. Resume operations when all individuals are safely out of the danger of possible injury from flying debris.

### **ITEM 730 FULL WIDTH MOWING**

Perform Type II Full Width mowing on all cycles of mowing for those highways listed in the plans including, but not limited to, curbed grassy medians and/or islands, cattle passes, and under bridges.

Mow all acres on roads as specified on the plans and by the TxDOT Representative to complete a cycle. Refer to the plans for exceptions and/or details related to a specific roadway. Add or delete non-mow areas as specified by the TxDOT Representative.

Completely mow out an intersection where another contract intersects with this contract, if it has not been mowed by the other Contractor, or if it has been four days since it was first mowed.

Hand trim around all fixed objects within the mow area including trees, plants, sign posts, fence rows, cattle guard pass fences, telephone and electrical boxes, delineators,

**Project Number:** RMC- 617143001

**County:** Rusk

**Control:** 6171-43-001

**Highway:** SH 64

retaining walls, bridge overpasses, or other appurtenances which are a part of the facility. Perform hand trimming around all temporary signs such as construction signing. Include suckers and sprouts up to one and one-half inches (1 1/2") around trees. Trim around all power poles and utility pedestals that are within the normal mowing areas. Hand trim twelve feet (12') behind any guardrail and/or retaining walls where the mowers are unable to mow.

Trim, remove debris from roadway, and move signs as the mowing progresses. Trim all mow areas by the end of each day. Mow within one foot (1') of the fence row, unless authorized by the TxDOT Representative to do otherwise.

Trim by hand areas that are too wet to mow unless they are more than four feet (4') wide and longer than one hundred feet (100'). Hand trim areas less than four feet (4') wide, regardless of the length.

Cut trees and brush up to one and one-half inches (1 1/2") in the entire right of way except in non-mow areas. Include trees and brush along creeks and drainage ditches.

Straighten all signs and/or delineators that have been knocked out of plumb by the mowing operations. Pay for all signs and/or delineators, mailboxes, guardrail, and other appurtenances damaged as a result of mowing operations. Pay replacement cost of sign foundations if they are moved as a result of mowing operations. Payment for the cost for repairs (including labor and material) will be deducted from any due the Contractor upon completion of a partial cycle or the entire cycle of mowing.

### **ITEM 734 LITTER REMOVAL**

Remove and dispose of litter within the limits designated on the plans and in accordance with the Standard Specifications. Perform litter removal operation before or after the first cycle of mowing. Remove litter no more than 2 days prior to or 5 days after the mowing operation of each item. If removal is performed prior to mowing operation, remove any remaining litter after the mowing operation is complete.

### **ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING**

Refer to RS-TCP-04 for traffic control in this contract. This plan does not relieve the Contractor from compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Furnish all traffic control signs, sign stands, and flags to be utilized during this contract.

Begin work after daylight and stop all operations in sufficient time to have the signs removed from the road before dark.

Setup a maximum of two (2) simultaneous, consecutive three (3) mile sign arrangements. Perform all work, including weed-eating, within the signed areas. Work only within the six (6) mile limit at any time. Provide highly visible omni-directional,

**Project Number:** RMC- 617143001

**County:** Rusk

**Control:** 6171-43-001

**Highway:** SH 64

amber, flashing warning lights on all tractors and work trucks. Traffic control is subsidiary to the bid item.

CONTROL : 6171-43-001  
PROJECT : RMC - 617143001  
HIGHWAY : SH0064  
COUNTY : RUSK

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
----- TRANSPORTATION JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS  
ITEM 730 ROADSIDE MOWING <502>  
ITEM 734 LITTER REMOVAL

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--1002)  
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)  
SPECIAL PROVISION TO ITEM 1 (001---005)  
SPECIAL PROVISION TO ITEM 3 (003---023)  
SPECIAL PROVISION TO ITEM 4 (004---008)  
SPECIAL PROVISION TO ITEM 5 (005---004)  
SPECIAL PROVISION TO ITEM 6 (006---030)  
SPECIAL PROVISIONS TO ITEM 7 (007---213) (007---297)  
SPECIAL PROVISION TO ITEM 9 (009---012)  
SPECIAL PROVISION TO ITEM 502 (502---006)

SPECIAL SPECIFICATIONS:  
-----

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER

PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS 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--1002**  
**Schedule of Liquidated Damages**

| <b>For Amount of Original Contract</b> |                         | <b>Amount of Daily Contract<br/>Administration Liquidated<br/>Damages per Working Day</b> |
|--|-------------------------|---|
| <b>From More Than</b>                  | <b>To and Including</b> |   |
| \$0                                    | 300,000                 | <b>400</b>  |
| 300,000                                | 1,000,000               | <b>500</b>  |
| 1,000,000                              | 5,000,000               | <b>800</b>  |
| 5,000,000                              | 10,000,000              | <b>1100</b>   |
| 10,000,000                             | 17,500,000              | <b>1600</b>   |
| 17,500,000                             | Over 17,500,000         | <b>2100</b>   |

**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**

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

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

## **SPECIAL PROVISION**

**001---005**

### **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.

**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**

**004---008**

**Scope of Work**

For this project, Item 004, "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.

**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](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---297

### 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 7.14. 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**

**009---012**

**Measurement and Payment**

For this project, Item 009, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 9.6. Progress Payments, Section A, Retainage** is voided and replaced by the following:

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

**Article 9.6. Progress Payments, Section B, Payment Provisions for Subcontractors** is voided and not replaced.

**SPECIAL PROVISION****502---006****Barricades, Signs, and Traffic Handling**

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

**Article 502.2. Construction.** The first paragraph is voided and replaced by the following:

All barricades, signs and other types of devices listed above shall conform to the requirements of the plans, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the Compliant Work Zone Traffic Control Devices (CWZTCD) list. In cases of disagreement between these documents, the CWZTCD list shall govern over plans, and the TMUTCD shall govern over both the CWZTCD list and plans.

The following paragraph has been added to reflect new sheeting requirements for work zone signs and traffic control devices:

- All work zones shall use fluorescent prismatic reflective sheeting, meeting the requirements of Departmental Material Specification DMS-8300 Type E, for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

At no time shall the Contractor mix Type E fluorescent orange sheeting with orange Type C High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) shall not be mixed with white High Specific Intensity (Type C) sheeting.

Refer to the plans and standard plan sheets for additional details.

**Article 502.3. Measurement and Article 502.4. Payment** are voided and replaced by the following:

**502.3. Measurement and Payment.** The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.