REQUEST FOR PROPOSAL

FOR CONSTRUCTION OF
SYSTEM-WIDE EROSION MITIGATION

CONTRACT 03368-NTT-00-CN-MA

FOR THE
“PRESIDENT GEORGE BUSH TURNPIKE”

NORTH TEXAS TOLLWAY AUTHORITY

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NORTH TEXAS TOLLWAY AUTHORITY
NOTICE TO THE BIDDERS
"NON-MANDATORY PRE-BID MEETING AND BID OPENING"

Contract No.: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton & Collin

The bidder's attention is called to the following information regarding the non-mandatory pre-bid meeting and the bid opening.

NON-MANDATORY PRE-BID MEETING:
DATE: November 20, 2012 TIME*: 10:00 A.M. CST

BID OPENING:
DATE: December 5, 2012 TIME*: 2:00 P.M. CST

PLACE: North Texas Tollway Authority (NTTA)
5900 West Plano Parkway, Suite 100
Plano, Texas 75093

* Note: CST = Central Standard Time; CDST = Central Daylight Saving Time

Official plans and specifications are available for viewing, purchasing, and downloading online at http://www.thomasrepro.com/dfs/ntta for this procurement. Vendors wishing to view, purchase, and download plans and specifications online must first register with Thomas Reprographics.

Written requests or questions received before or on November 26, 2012 by 3:00 P.M. CST will be formally responded to via Bid Document Clarifications by the Letting Official. E-mail the written requests or questions to NTTA's Director of Procurement Services at bidpurchasing@ntta.org. Questions not submitted in this manner may not be answered.

It shall be the responsibility of each bidder to deliver its proposal to the Director of Procurement Services/NTTA Letting Official at the above listed address before or by the time listed above for its bid to be considered. The mailing envelope or outermost envelope should clearly state the bid or response name and number and be addressed to the attention of the Director of Procurement Services/NTTA Letting Official. The NTTA customer receptionist will stamp the date and time on the proposal envelope upon receipt and this will serve as the official date and time used for the bid opening purpose. Any discrepancies between the official time and any other time keeping devices will not be the responsibility of the Authority. Faxed, oral, or telephoned bids will not be accepted. Late bids will be returned unopened.

Each bidder must ensure that its proposal is executed in the correct spaces provided, as required in the proposal, that its bid is completely filled in, that its proposal guaranty is included, and that it supplies proper affidavits from its board of directors, partners, managers, or other applicable governing authority that has the power to authorize the execution, delivery, and performance under this proposal, certifying that the person executing the proposal has the proper authority to do so. Proposals that are not properly executed or do not contain all required affidavits and other attachments will not be read, will be rejected, and will be returned to the bidder. When there are minor errors or omissions in the bid proposal, the Director of Procurement Services/NTTA Letting Official, in his sole discretion, may provide waivers to the extent not inconsistent with the Authority's procurement policy or applicable law.

NORTH TEXAS TOLLWAY AUTHORITY
NOTICE TO THE BIDDERS
"PREQUALIFICATION REQUIREMENTS"

Contract No.: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

The checked box below indicates the type of qualification requirements for this project:

☐ **FULL PREQUALIFICATION**

☐ **NTTA APPLICATION FOR QUALIFICATION (AFQ)**

☐ **BIDDER'S QUESTIONNAIRE**

☒ **NO PREQUALIFICATION REQUIREMENTS**

Qualification statements must be on file with TxDOT at least 10 days prior to the date of the bid opening. NTTA AFQs are due on or before the bid opening at NTTA's general administrative offices.

FULL PREQUALIFCATION

Bidder must be a Prequalified Contractor under "Confidential Questionnaire" with the Texas Department of Transportation.

NTTA APPLICATION FOR QUALIFICATION (AFQ)

Bidder must complete an NTTA AFQ and submit per the requirements of NTTA's SP-0.25.0.

BIDDER'S QUESTIONNAIRE

Bidder must be a Prequalified Contractor under "Bidder's Questionnaire" with the Texas Department of Transportation.

Any Bidder meeting the requirements of "Full Prequalification" automatically meets this requirement.

NO PREQUALIFICATION REQUIREMENTS

There are no prequalification requirements.

Contract No.: 03368-NTT-00-CN-MA
County: Dallas, Denton, & Collin
December, 2012

PROPOSAL
TO THE NORTH TEXAS TOLLWAY AUTHORITY
FOR THE CONSTRUCTION OF
"SYSTEM-WIDE EROSION MITIGATION"
FOR THE PRESIDENT GEORGE BUSH TURNPIKE
A TURNPIKE PROJECT OF THE NORTH TEXAS TOLLWAY SYSTEM

Segment: Various

The terms "bidder", "Contractor", "Authority", "proposal", "contract", "payment bond", "performance bond", "warranty bond", "work", "project", "substantial completion", "final completion", "Special Provisions", "Special Specifications", "General Notes and Specification Data", "Texas Standard Specifications", "Standard Specifications", "Letting Official", and other terms used herein or elsewhere in the contract that are defined in Item 1 of the Texas Standard Specifications, as amended by Special Provision to Item 1, "Definition of Terms"; which is set forth below in this contract, shall have the meanings indicated in said Item 1, as amended by said Special Provision to Item 1.

The undersigned, as bidder, certifies that the only person or parties having an interest in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that none of the persons or parties having an interest in this proposal has any connection, official or otherwise, with the Authority, its agents, directors, employees, consultants or fiduciaries; that in submitting this proposal it is not acting as agent for any agent, director, employee, consultant or fiduciary of the Authority; that it has carefully examined the form of the contract attached hereto, the forms of payment bond, performance bond, and warranty bond attached hereto, the Texas Standard Specification, the General Notes and Specification Data attached hereto, the Special Provisions attached hereto, the Special

PROPOSAL
(Continue)

Specifications attached hereto, the forms of Disclosure, Statement, Certification, Contractor's Assurance, Affidavit, and similar provisions attached hereto, and all addenda thereto, together with the conditions of this proposal; and that it has carefully examined the location for the work and the conditions, classes and availability of materials for the work and agrees that it will provide all the necessary labor, machinery, tools, supplies, equipment, transportation and other facilities, apparatuses, and other means of construction and will do all the work and furnish all the materials called for in the contract, in the manner prescribed therein and according to the requirements of the Executive Director of the Authority and shall perform all other obligations imposed by the contract, for the prices named in the Unit Description and Bid Price Schedule attached hereto.

It is understood that the quantities of work to be done and materials to be furnished as shown in this proposal are approximate only, and are intended principally to serve as a guide in preparing bids.

It shall be the duty of each bidder to ensure that its proposal is delivered to the proper place and by the proper time prescribed herein.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the Engineer to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in this proposal, except as may be otherwise expressly provided for in the General Notes and Specification Data, the Special Specifications, and the Standard Specifications.

The work to be performed under this contract shall be completed in full in 90 calendar days from the date of the Notice to Proceed.

PROPOSAL
(Continue)

Accompanying this proposal is a proposal guaranty in the form of a cashier's check, or teller's check (as such terms are defined in Section 3.104 of the Texas Business and Commerce Code), or a bank money order, or a bid bond for TEN THOUSAND AND NO/100 DOLLARS ($10,000.00). A proposal guaranty in the form of a cashier's check, teller's check, or bank money order shall in all cases be issued by and drawn on a State or National Bank, or a State or National Savings and Loan Association, or a State or Federally Chartered Credit Union, or a State or Federal Savings Bank, payable to the order of the Authority. A proposal guaranty in the form of a bid bond must be on the bid bond form provided by the Authority, have powers of attorney attached, bear the impressed seal of the surety, and be signed by the bidder and an authorized individual of the surety. A bid bond will be accepted only from a surety authorized to execute the bond under and in accordance with state law.

The proposal guaranty check accompanying this proposal shall be returned to bidder except the apparent low bidder and second low bidder. Bid bonds will be retained by the Authority, unless upon the acceptance of the proposal, the bidder fails to meet a specified goal or fails to execute and file the Contract, in which case the proposal guaranty shall become the property of the Authority and shall be considered as the Authority's remedy and relief, and as liquidated damages, for damages due to delay and other inconveniences suffered by the Authority on account of the bidder's failure to execute and deliver the contract, bonds, acceptable evidence of insurance, Subcontractor information, and any other required information specified below in the contract.

Acceptance of this proposal by the Authority shall be made in writing and shall be deemed effective as of the date that notice of the Authority's acceptance is deposited in the United States mail, postage prepaid, addressed to the bidder at the address set forth below. It is understood that the Authority reserves the right to reject any or all bids.

PROPOSAL
(Continue)

In the event that this proposal is accepted by the Authority, the bidder shall procure payment and performance bonds if required by the contract for the full amount of the contract so as to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until the Authority makes final payment of the full amount earned by the Contractor pursuant to Article 9.8 of Special Provision to Item 9, “Measurement and Payment”, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The bidder shall procure a warranty bond in the amount of twenty five percent (25%) of the value shown in the Total Bid Amount for a period of 2 years to insure and guarantee the repair and/or replacement of any items furnished by the Contractor in this contract discovered to be defective in materials and/or workmanship following the date of final acceptance.

The work shall be accepted when fully completed and finished to the entire satisfaction of the Authority.

The undersigned, under penalty of perjury under the laws of the State of Texas, (a) certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and (b) affirms the truth and accuracy of the certifications contained herein and made by signing this proposal.

The project is a portion of controlled access toll project, and delay in completion of the work will cause disruption in the operation of currently constructed or planned portions of the project and will cause losses to the Authority, including, but not limited to, lost revenue, additional interest on monies borrowed, increased administrative, legal and engineering costs, and other tangible and intangible losses.

PROPOSAL
(Continue)

In conformity with Article 8.5, “Failure to Complete Work on Time”, of the Texas Standard Specifications, as modified by the Special Provisions and Special Specifications, the charge that the Contractor shall pay for each calendar day that it is in default on time to complete the work shall be EIGHT HUNDRED AND NO/100 DOLLARS ($800.00) per calendar day.

By submitting a Proposal, the bidder agrees to comply with the NTTA’s Disadvantaged, Minority, Women-Owned and Small Business Enterprises Policy (Diversity Policy). Without limiting its obligations stipulated by the Diversity Policy, the bidder awarded the Contract expressly agrees to make good-faith efforts to achieve the NTTA's D/M/WBE contract-specific goal defined in this bid document, provide documentation demonstrating those efforts, report any changes in D/M/W/SBE firms providing services, and make good-faith efforts to replace D/M/W/SBE firms unable to perform with other D/M/W/SBE firms at comparable levels of participation. Failure or refusal to comply with the applicable Diversity Policy requirements shall constitute a material breach of Contract.

PROPOSAL
(Continue)

Bidder:

The Bidder's Name: _____

*Signed: _____

_____
Address

_____
Address

*Note: Signatures must comply with Article 2.6 of the Texas Standard Specifications, as amended by Special Provision to Item 2.

Please return the proposal guaranty to:

Name _____

Address _____

Address _____

NORTH TEXAS TOLLWAY AUTHORITY

"BID BOND"

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Bidder 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 North Texas Tollway Authority, hereinafter called the Obligee, in the sum of _____ and No/100 Dollars ($ _____.00), the payment of which sum will be well and truly, made, and 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 proposal to perform work for the following project of the Obligee, identified as: _____

_____

NOW, THEREFORE, if the Obligee shall award the Contract for the foregoing project to the Principal, and the Principal shall satisfy all requirements and conditions required for the execution of the Contract and shall enter into the Contract in writing with the Obligee in accordance with the terms of such proposal, then this bond shall be null and void. If the Principal fails to execute such Contract in accordance with the terms of such proposal or fails to satisfy all requirements and conditions required for the execution of the Contract in accordance with the proposal, 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: _____
(Principal Name)

_____
(Signature and Title of Principal)

*By: _____
(Surety Name)

_____
(Signature of Attorney-in-Fact)

Impressed Surety Seal Only

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

NORTH TEXAS TOLLWAY AUTHORITY

NOTICE TO THE BIDDER

"TOTAL BID AMOUNT"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the North Texas Tollway Authority (the Authority) at the 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 Authority. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying <u>the unit bid prices</u> for each pay item by the respective estimated quantities <u>shown in this proposal</u> and then totaling all of the extended amounts.**

$_____

Total Bid Amount

NORTH TEXAS TOLLWAY AUTHORITY

"CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

By signing this proposal, the bidder and the signer each certifies that the following information 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 by 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 firm 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.

s

NORTH TEXAS TOLLWAY AUTHORITY

"AFFIDAVIT - CONFLICT OF INTEREST"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

Each bidder, offeror, or respondent (hereinafter also referred to as "you") to an NTTA (also referred to as "Authority") procurement are required to complete **Conflict of Interest Questionnaire (the attached CIQ Form)** below pursuant to state law and Section 4 of the NTTA Procurement Policy. The statement below is required by NTTA policies. Accordingly, you are advised of the following:

> A member of the Board, an employee, or agent of the Authority may not accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee, or agent in the making of procurement decisions or that the Board member, employee, or agent knows or should have known is being offered with the intent to influence the Board member's, employee's, or agent's making of procurement decisions; or accept other compensation that could reasonably be expected to impair the Board member's, employee's, or agent's independence of judgment in the making of procurement decisions.
>
> No bidder, offeror, or respondent shall offer any interest, gift, favor, service, or compensation described in the preceding sentence, and any such offer may disqualify the bidder, offeror, or respondent from consideration for the applicable procurement.
>
> A bidder, offeror, or respondent shall be required to complete a Conflict of Interest Questionnaire for each local governmental officer disclosing any business or familial relationships with Board members, employees, or agents of the Authority. Such relationship may disqualify the bidder, offeror, or respondent from consideration for the applicable procurement.

If applicable, please describe below any business or familial relationship that your officers, employees, agents, or board members may have with a board member, employee, or agent of the Authority:

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature

_____.
Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

NORTH TEXAS TOLLWAY AUTHORITY

"AFFIDAVIT - ANTI-COLLUSION"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
Project: System-Wide Erosion Mitigation

IN THE STATE OF _____ **§**
§
COUNTY OF _____ **§**

Before me, the undersigned authority, on this day personally appeared _____ _____ who, being by me duly sworn, upon oath says: that ___ is duly qualified and authorized to make this affidavit for and on behalf of _____ _____("Contractor"), of _____ County, ____ and is fully cognizant and has personal knowledge of the facts herein set out; that Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of unbiased evaluation and selection of Contractor in connection with the contract for the above referenced contract.

_____
Signature

_____
Name

_____
Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____, this _____day _____, 20___, to certify which witness my hand and seal of office.

[SEAL]

_____
Notary Public in and for

My Commission Expires: _____

_____
Please Print Name of Notary

NORTH TEXAS TOLLWAY AUTHORITY
"CERTIFICATION OF DEBARMENT"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
Project: System-Wide Erosion Mitigation

The bidder certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department, State, or the North Texas Tollway Authority (NTTA);

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal, State, or the NTTA antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity such as Federal, State, or the NTTA with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions terminated for cause or default.

_____
Signature of Certifying Bidder

_____
Title

_____
Date

NORTH TEXAS TOLLWAY AUTHORITY
"DISADVANTAGED, MINORITY, WOMEN-OWNED, AND SMALL BUSINESS ENTERPRISE PROGRAM"

Professional Services, Consulting and Goods/Services Contracts, and Special Provision for Construction and Maintenance related projects

1. General

The North Texas Tollway Authority (the Authority) is committed to providing contracting opportunities for disadvantaged, minority, women-owned, and small business enterprises (D/M/WBE). In this regard, the Authority maintains DBE, M/WBE, and SBE programs in order to facilitate contracting opportunities for these businesses.

The programs are implemented in accordance with the NTTA's Disadvantage, Minority, Women-Owned and Small Business Enterprises Policy (Diversity Policy), originally adopted by the NTTA Board of Directors under Resolution No. 10-19 on January 20, 2010, and any revisions thereafter.

The following document outlines:

- Criteria regarding commercially useful function
- Factors to determine good faith efforts
- Contractor responsibilities
- Monthly reporting and compliance requirements
- Noncompliance enforcement

The Business Diversity Department Contracting and Compliance Manual (CCM) outlines the procedures, provisions and compliance requirements to support and comply with the Authority's Diversity Policy. The CCM is approved and incorporated into the contract by reference for all purposes by the Authority.

The CCM and the Diversity Policy may be obtained online at the NTTA website at http://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx or by contacting the Business Diversity Department at (214) 461-2007.

2. Commercially useful function criteria

A commercially useful function (CUF) is when the D/M/WBE is responsible for the performance, management and supervision of a distinct element of work, in accordance with normal industry practice. The criteria utilized to determine a commercially useful function is set forth in the CCM (page 18).

3. Factors to determine good faith efforts

All prime contractors are required to demonstrate a good faith effort toward achieving a D/M/WBE goal. A good faith effort can be demonstrated by actions which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to, either individually or collectively, achieve the goal.

If a prime contractor does not meet the designated goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the NTTA that it has made a good faith effort to meet the goal. The factors that determine if a good faith effort has been met are set forth in the CCM (page 23).

4. Contractor's responsibilities

All responding firms, including D/M/WBE certified firms, must submit documentation regarding all subcontractor utilization and how they will meet or exceed the established goal using certified D/M/WBE firms for this project on the Commitment Agreement Form (Form 4906) provided.

Commitment Agreement Form (Form 4906), good faith effort documentation and supporting information must be submitted to the Business Diversity Department for all contracting opportunities in accordance to the CCM. Form 4906 must be submitted to the Authority with the proposal.

Information for construction and maintenance related projects

For all construction and maintenance related projects, Form 4906 must be submitted to the Authority no later than 5:00 pm on the 14th day after written notification of the conditional award of the contract.

Additional questions and/or clarification can be obtained by contacting the Director of Business Diversity at businessdiversity@ntta.org. Please copy the Procurement Services Department at bidpurchasing@ntta.org on all correspondence. Form 4906 must include a brief description of the type of work to be performed and the dollar value or percentage of utilization of work that will be assigned to the subcontractors including D/M/WBEs and must be signed by both the prime contractor and subcontractor.

All compliance forms may be obtained online at the NTTA website at http://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx

5. Monthly reporting and compliance requirements

Prime contractors must submit monthly reports, no later than the 15th of each month, using the Monthly Subcontractor Progress Report (Form 4907) throughout the term of the contract, and submit the Subcontractor Final Report (Form 4908) upon completion of the Contract in accordance with the CCM.

Prime contractors are also required to electronically submit their respective Form 4907 information into the business diversity contract compliance tracking system by the 15th of each month. Prime contractors will have a designated User ID & password to login to the contract compliance tracking system via the following link: https://pro.prismcompliance.com

6. Noncompliance enforcement

All participants of the D/M/WBE business process must comply with the requirements set forth in the Diversity Policy and are subject to noncompliance enforcement as set forth in the Non Compliance Enforcement section of the CCM .

NORTH TEXAS TOLLWAY AUTHORITY
"D/M/WBE GOAL"

Contract No: 03368-NTT-00-CN-MA
Project: Systemwide Erosion Mitigation

The following goal is established for DBE, MBE, and WBE subcontractor participation:

DBE	_____% of total contract amount
M/WBE	_____% of total contract amount
Total D/M/WBE Goal	**____20____ % of total contract amount**

Pursuant to the Authority's Disadvantaged, Minority, Women-Owned and Small Business Enterprises Policy, and as outlined in the "Business Diversity Department Contractors Compliance Handbook", SBE utilization will continue to be tracked, reported, and monitored in its procurements. However, SBE participation will be counted independent of D/M/WBE participation goal and tracked separately. Women-owned minority firms certified as WBEs will count towards NTTA's MBE participation. Minority firms certified as DBEs will count towards NTTA's DBE participation.

DBE = Disadvantaged Business Enterprise
MBE = Minority Business Enterprise
WBE = Women-Owned Business Enterprise
SBE = Small Business Enterprise

Form NTTA 4906

COMMITMENT AGREEMENT FORM FOR ALL SUBCONTRACTORS

(Please complete one form for each subcontractor)

This commitment is subject to the award and receipt of a signed contract from the North Texas Tollway Authority for the subject project.

Project Description:		**County:**		**Contract No:**	
Corridor/Project:		**Segment/Section:**			

Items of work/service to be performed* (attach a list of work/service items, if more room is required):

Work/Service Description	**Unit Price**	**Quantity/Percentage**	**Total Per Item**
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		TOTAL	$ -

IMPORTANT! The signatures of the prime contractor, the subcontractor, and the total commitment amount must always be on the same page.

Prime Contractor:				**Name:**	
Contact Name:				**Title:**	
Address:				Signature:	
City:		ST, Zip:			
Phone:		Fax:			
Email:				Date:	
Subcontractor:				**Name:**	
☐ 8(a) ☐ DBE ☐ MBE ☐ WBE ☐ SBE ☐ Non-Minority				**Title:**	
Certification Entity:					
Contact Name:				Signature:	
Address:					
City:		ST, Zip:			
Phone:		Fax:			
Email:				Date:	
2nd Tier Sub:				**Name:**	
☐ 8(a) ☐ DBE ☐ MBE ☐ WBE ☐ SBE ☐ Non-Minority				**Title:**	
Certification Entity:					
Contact Name:				Signature:	
Address:					
City:		ST, Zip:			
Phone:		Fax:			
Email:				Date:	

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.

To ensure prompt and efficient handling of your project file, we are requesting that all commitments be presented to the NTTA's stakeholder using this form.

Form NTTA 4908

NORTH TEXAS TOLLWAY AUTHORITY

NORTH TEXAS TOLLWAY AUTHORITY
SUBCONTRACTOR FINAL REPORT

Contract No.:	**number**	**Original Contract Amount:**	**$ -**
SA/WA/ETC#:	**number**	**Final Contract Amount:**	**$ -**
Contractor:	**Name**	**D/M/WBE Goal Amount:**	**$ -**
D/M/WBE Goal:	**0.00%**	**Goal Amount Attained to Date:**	**$ -**

Name of Subcontractor/Supplier	**SBE, DBE, MBE, WBE, Non-Minority**	**Final Amount Paid To Subcontractor to Date**
D/M/WBE Certified Firms:		
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total:	**$ -**
SBE Firms:		
		$ -
		$ -
		$ - **$ -**
	Total:	**$ -**
Non-Minority Firms:		
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total:	**$ -**

* Include payments to all **NON-MINORITY** and certified DBEs, WBEs,MBEs and SBEs.

This is to certify that 0.0% of the work was completed by D/M/WBE firms, as stated above.

IF THE GOAL WAS NOT ATTAINED, THEN ATTACH DOCUMENTATION THAT EXPLAINS THE REASONING.

Signature of General Contractor: _____ Date: _____

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of Notary Public: _____

Printed Name of Notary Public: _____

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.

Revised January 2012

Form NTTA 4907

NORTH TEXAS TOLLWAY AUTHORITY
MONTHLY SUBCONTRACTOR PROGRESS REPORT

Contract No.:	**number**	**County:**	**Name**
SA/WA/ETC#:	**number**	**Reporting Period** (M/D/Yr to M/D/Yr)	**date to date**
Contractor:	**Name**	**Original Contract Amount:**	**$ -**
D/M/WBE Goal:	**0.00%**	**Current Contract Amount:**	**$ -**
D/M/WBE Goal Attained to Date:	**0.0%**	**D/M/WBE Goal Dollars:**	**$ -**
		Current Year to date D/M/WBE Dollars paid (Beginning January 1st - December 31st)	**$ -**

Name of Subcontractor/Supplier		**Type of Work/Service performed**	**Amount Paid This Period to Subcontractor**	**Amount Paid To Date to Subcontractor**
D/M/WBE Certified Firms:				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		D/M/WBE Firm Totals:	$ -	$ -
SBE Firms:				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		SBE Firm Totals:	$ -	$ -
Non-Minority Firms:				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		Non-Minority Firm Totals:	$ -	$ -

Include payments to all certified DBEs, WBEs, MBEs, SBE's and all Non-Minority firms during the period noted above.

If using a non-minority hauling firm that leases from D/M/WBE truck owner-operators, payments made to each owner-operator must be reported.

Any changes to the original commitments previously approved by the department must be reported to the NTTA's stakeholder and the Business Diversity Department.

For projects with assigned D/M/WBE Goals, submission of this report for periods of negative D/M/WBE activity is required. This report is required until all subcontracting or material supply activity is completed. ***This report must be submitted to the NTTA or Construction Manager each month with your monthly invoices***.

I hereby certify that the above is a true and correct statement of the amounts paid to all the firms listed above.

Signature: _____

Authorized Company Official Date

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.

Revised January 2012

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

Alt. No.	Item			Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount	Item Sequence No.
	Item No.	Item Code	S.P. No.						
	162	2002		BLOCK SODDING	SY	206.00	$2.25	$463.50	1
	168	2001		VEGETATIVE WATERING	MG	7.00	$100.00	$700.00	2

NOTE: To help the bid tabulation process, please skip a line after the eleventh item, the twenty-second item, and after succeeding multiples of eleven.

EXAMPLE

Total Bid Amount _____

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

(YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Signed: _____

Title: _____

Date: _____

Additional Signature for Joint Venture:

Signed: _____

Title: _____

Date: _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

NORTH TEXAS TOLLWAY AUTHORITY
"UNIT DESCRIPTION AND BID PRICE SCHEDULE"

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

ITEM			UNIT BID PRICE ONLY - WRITTEN IN WORDS	UNIT	APPROX. QUANTITIES	AMOUNT	DEPT USE ONLY
ITEM NO.	ITEM CODE	S.P. NO.					
0132	2007		EMBANKMENT (FINAL) (ORD COMP) (TY D) _____ Dollars and _____ Cents	CY	156	$_____	1
0161	2002	006	COMPOST MANUF TOPSOIL (BOS) (4") _____ Dollars and _____ Cents	SY	142	$_____	2
0162	2002		BLOCK SODDING _____ Dollars and _____ Cents	SY	142	$_____	3
0168	2001		VEGETATIVE WATERING _____ Dollars and _____ Cents	MG	5	$_____	4
0432	2015		RIPRAP (STONE COMMON) (DRY) (6 IN) _____ Dollars and _____ Cents	CY	623	$_____	5
0432	2040		RIPRAP (MOW STRIP) (5 IN) _____ Dollars and _____ Cents	CY	4	$_____	6
0500	2001	011	MOBILIZATION _____ Dollars and _____ Cents	LS	1	$_____	7
0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING _____ Dollars and _____ Cents	MO	3	$_____	8
1122	2047	001	BIOGRD EROSN CONT LOGS (8" DIA) INSTALL _____ Dollars and _____ Cents	LF	80	$_____	9
1122	2056	001	BIODEGRADBLE EROSION CONTROL LOGS REMOVE _____ Dollars and _____ Cents	LF	80	$_____	10
6834	2002		PORTABLE CHANGEABLE MESSAGE SIGN _____ Dollars and _____ Cents	EA	2	$_____	11

TOTAL BID **$**_____

NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
VARIOUS SEGMENTS
"SYSTEM-WIDE EROSION MITIGATION"

The referenced Texas Department of Transportation standard specifications, special provisions, and special specifications and accompanying North Texas Tollway Authority general notes and specification data, special provisions, and special specifications in this document have been selected by me, or under my responsible supervision, as being applicable to this project.

STATE OF TEXAS
EDWARD M. PENTON
100190
LICENSED
PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by:

Edward M. Penton, P.E.
P.E. NO. 100190
Firm: Jacobs Engineering Group
TX Firm# F-2966
on: 10/31/2012

The accompanying special provisions to Items 1 through 9 were developed by me, or under my responsible supervision, for inclusion in the project contract documents.

STATE OF TEXAS
ERIC J. HEMPHILL
90988
LICENSED
PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by:

Eric J. Hemphill, P.E.
P.E. NO. 90988
Firm: NTTA
TX Firm# NTTA
on: 11/1/12

Note: Alteration of a sealed document without proper notification to the responsible Engineer is an offense under the Texas Engineering Practice Act.

NORTH TEXAS TOLLWAY AUTHORITY
GENERAL NOTES AND SPECIFICATION DATA

Contract: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

NOTICE: For this contract, these General Notes and Specification Data supplement the Special Provisions, Special Specifications, and Standard Specifications. In case of conflicts among provisions, (a) the Special Provisions will govern and take precedence over the General Notes and Specification Data, the Special Specifications, and the Standard Specifications except as expressly provided otherwise in Article 5.4, "Coordination of Plans, Specifications, and Special Provisions" of the Standard Specifications; (b) the General Notes and Specification Data will govern and take precedence over the Special Specifications and Standard Specifications; and (c) the Special Specifications will govern and take precedence over the Standard Specifications. By signing this proposal, the Bidder acknowledges and agrees that it has carefully reviewed all provisions of this contract and notified the Engineer in writing of any conflicting, inconsistent, or ambiguous provisions herein.

DEFINED TERMS: As used in this contract, the following terms, which supplement the definitions in Item 1 of the Standard Specifications and in the Special Provision to Item 1, "Definition of Terms", set forth below in this contract, must have the meanings indicated:

General Notes and Specification Data. The provisions of the contract that are set forth in this portion of this contract that bears the heading "General Notes and Specification Data." As provided above, the General Notes and Specification Data supplement the Special Provisions, Special Specifications, and Standard Specifications.

Special Provisions. The provisions of this contract that modify the Standard Specifications, all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by TxDOT, or any predecessor or successor thereto, which are applicable to this contract; Special Provisions are set forth in those portions of this contract that bear the heading "Special Provisions." The uncapitalized term "special provisions" as used in the Texas Standard Specifications must mean "Special Provisions" as defined in this paragraph.

Special Specifications. The provisions of this contract that supplement or modify the Standard Specifications, all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by TxDOT, or any predecessor or successor thereto, which are applicable to this contract; Special Specifications are set forth in those portions of this contact that bear the heading "Special Specifications." The uncapitalized term "special specifications" as used in the Texas Standard Specifications must mean "Special Specifications" as defined in this paragraph.

Standard Specifications or Texas Standard Specifications. The Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted by the Texas Department of Transportation June 1, 2004.

Project Limits. The limits for this project are shown in the plans in the Project Layout Maps.

Specification data:

The following rates are provided for Contractor's information only. These items will not be paid for directly but are subsidiary to various pay items in the project.

Table 1: Rates for Subsidiary Items

Item	Description	Rate	Remarks
166	FERTILIZER	45 lbs. of granular solid nitrogen per acre in a 3-1-2 ratio of N-P-K contingent on soil samples.	For new sodding/seeding areas only. Incorporate fertilizer when preparing soil. 50% must be in slow release form.
204	SPRINKLING (EARTHWORK)	As needed to perform the work	

The following rates shall be used to compute the quantities for the project:

Table 2: Rates for Specification Quantities

Item	Description	Rate	Remarks
168	VEGETATIVE WATERING	28,000 gal/ac/wk (1")	Apply water in multiple applications during the week. Minimum of 6 weeks during March thru May, and October.

GENERAL:

All project specific submittals required for this contract must be submitted to the Engineer's office located at North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, TX 75093 for further processing.

Work will commence no earlier than March 1, 2013.

The following firms are consultants to the Authority responsible for the design and construction of this project:

Design Section Engineer: Jacobs Engineering Group
Consulting Engineer: Jacobs Engineering Group
Construction Manager: TBD

The following list indicates the entities controlling known existing utility structures within the limits of the work and the persons the Contractor should contact in connection therewith.

NORTH TEXAS TOLLWAY AUTHORITY
GENERAL NOTES AND SPECIFICATION DATA (Continue)

UTILITY COMPANY	CONTACT PERSON	PHONE
North Texas Tollway Authority	Maintenance Customer Service	214-224-2496
North Texas Tollway Authority	IT Department	214-461-2066

The Contractor shall call 1-800-DIG-TESS (1-800-344-8377), Lone Star Notification Center (1-800-669-8344), Texas One Call System (1-800-245-4545) before commencing construction for existing underground utility locations.

Use established industry and utility safety practices to erect poles, luminaries or structures near any overhead or underground utility. Consult with the appropriate utility company prior to beginning such work.

The Contractor shall be responsible for all coordination and utility company fees related to the de-energizing and/or re-energizing of overhead power lines that are in conflict with or in unacceptable proximity to the Contractor's equipment performing the work required for this contract. The Contractor shall be responsible for complying with the utility company's allowable schedule, calendar constraints and time durations for each request.

Attention is directed to the possible presence of underground utilities owned by the Authority such as power supplies, illumination, water, sewer, irrigation, etc. within the right of way limits in this project. For all utility locates within the NTTA ROW excepting fiber optic; contact the NTTA Maintenance Department at 214-224-2496. For fiber optic locates, contact the NTTA Information Technology Department at 214-461-2066. All requests must be made three (3) business days in advance of excavation. Business days do not include weekends or holidays.

When any underground utilities owned by the Authority are damaged, provide a detailed memo to the Engineer stating the date and time of the incident; the location by approximate centerline station and offset; a brief description of the damage; the impact of the incident; whether or not the damage affects other projects; actions taken to resolve the problem; and the date and time the issue will be resolved. All damages must be repaired and replaced by the Contractor at its own expense.

When an electrical line owned by the Authority is damaged, immediately de-energize the damaged conductors if possible and make the area safe. As soon as possible contact the NTTA Maintenance Department at 214-224-2496 and give site specific location and a description of the incident including the extent of damage. Proceed with the repair by installing, at no additional cost to the Authority, two or more Type D (162922) ground boxes with aprons, and splicing the conductor(s) in an approved acceptable manner to the Authority. Spliced conductors must include an additional two feet of new conductor in each ground box. Do not backfill or cover any completed damage repairs prior to inspection by the Authority's Electrical division.

When a fiber optic line owned by the Authority is damaged, contact the Authority's Information Technology Department. During business hours call 214-461-2066, and during non-business hours call 214-325-0521.

NTTA requires at least 72 hours notice to locate irrigation lines/wiring, electrical lines, fiber lines, etc.

Irrigation lines shall be protected from damage. When an irrigation line is damaged, the contractor shall adhere to the following requirements:

- Contact the Maintenance Department. Contact Roy Hofmann during business hours call

214-224-2278, and during non-business hours call 214-325-5509.

- All irrigation repairs shall be done to the approval of the NTTA and under the supervision of an irrigator licensed in the State of Texas.
- Any drip line abandoned due to plant removal shall be capped at no additional cost to the Authority.
- Damaged irrigation lines shall be repaired and/or replaced at no additional cost to the Authority.
- Irrigation operational inspection prior to construction is recommended with the assistance of the Authority and/or the Total Routine Maintenance (TRM) contractor.
- Upon completion of construction, the irrigation shall be checked by either the NTTA or The TRM contractor to ensure the irrigation was properly repaired and fully operational

The Contractor is responsible for any damage which occurs during construction to existing turf, irrigation and/or plant material. Replacements will be of the same variety and size of the damaged material, and repair acceptance will be at the sole discretion of the NTTA.

The Contractor is required to coordinate with utility companies for the adjustments of existing sanitary sewer cleanouts, water meters, and any other appurtenances to match the proposed grade as minimum. The Contractor must maintain existing sanitary sewer and water service at all times during construction.

The Contractor is responsible for maintaining existing drainage facilities, sanitary sewer, and water service in good working order until those facilities are replaced by permanent construction or the flows are rerouted.

Install and maintain temporary drainage, as directed by the Engineer, in areas that may be affected by construction activities that are not shown on the plans. The acceptable methods for temporary drainage are the use of cross slope, ditches, and temporary inlets. Temporary drainage work and materials necessary to complete the work will be subsidiary to the various bid items.

All references to manufacturers or manufacturer's trade name are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved by the Authority.

The construction, operation and maintenance of the proposed project will be consistent with the Texas State Implementation Plan (SIP) for air quality as prepared by the Texas Commission on Environmental Quality (TCEQ).

The Contractor will be responsible for maintaining an accurate vertical and horizontal control throughout the term of the contract. The Contractor must furnish the Engineer the surface coordinates and the elevation of set monuments and an azimuth from the monument to some prominent physical feature, preferably another survey monument on the project. This work will be subsidiary to the various bid items.

The Contractor must not allow litter, debris, excess materials, and other discarded materials to be dumped or stockpiled within the right-of-way area.

Prior to acceptance of the completed project by the Authority, the Engineer will inspect the project for adherence to the following requirements:

- No edge drop-offs from shoulder to ground greater than two (2) inches;
- No vegetation is allowed in pavement, structure, and shoulder joints;
- Cross road and side road drainage structures must be maintained with a maximum of 1/5 of the cross sectional area silted;
- All culverts, pipes, channels, inlets, storm drain systems, ditches, etc. and their appurtenances must be clear and functioning and free of debris.
- All electrical systems must be fully operational and tested per the project specifications. Tests shall be witnessed and accepted by the Engineer.

Any corrective work necessary to bring the project in full conformance to these requirements will be done at no additional cost to the Authority.

The Contractor and subcontractors are responsible for paying all tolls when using the toll facilities during construction. Tolls are subsidiary to various bid items.

The following is a list of computer equipment and software required for this project to meet the requirements set forth in the Special Provision 0.19, “Important Notice to Contractors - NTTA Enterprise Project Delivery System”:

1. Personal computer or laptop with adequate system memory, processor speed, hard drive space and graphics capabilities to properly run the operating systems and software shown below:
2. Operating system:
   a. Microsoft Windows ® XP (Service Pack 3),
   b. Microsoft Windows ® Vista,
   c. Microsoft Windows ® 7, or
   d. Latest version
3. Web Browser:
   a. Microsoft® Internet Explorer version 6.0.1, 6.0.2,
   b. Microsoft® Internet Explorer version 7.0,
   c. Microsoft® Internet Explorer version 8.0, or
   d. Latest version
4. Internet Connection Speed: Connection speed greater than or equal to 1 Megabyte per second (1 Mbps or greater) such as a cable modem, DSL.
5. Additional software:
   a. Adobe Acrobat Reader or Adobe Acrobat
   b. WinZip
   c. Microsoft® Office 2003, 2007 Professional, or latest version
6. Additional Peripheral Hardware:

   a. Laser printer and color scanner, or combined all-in-one unit capable of scanning and/or copying field books, 8-1/2” X 11”, 8-1/2” X 14”, and 11” X 17” originals (nontransparent master sources) as black lines on white paper.

   b. The scanner shall be capable of providing output in both color and black & white, and minimum scanning resolution capability of 300 dpi.

Protect and maintain existing features or obstructions that are to remain after the completion of the project. The features or obstructions include trees, shrubs, landscape, sod, fence, control points/benchmarks, property monuments, retaining walls, utilities, etc. Protect trees by installing fence at the drip line of the trees. Any damages due to construction operations must be promptly repaired or replaced at the Contractor's expense and to the complete satisfaction of the Engineer.

To better fit field conditions, the cross sections may be revised when approved by the Engineer.

While a roadway is open to traffic, any sign panels, that are adjusted or removed and replaced, shall be completed the same workday unless otherwise approved.

Leave all right-of-way areas undisturbed until actual construction is to be performed in said areas.

SPECIFIC ITEMS IN THE STANDARD SPECIFICATIONS AND/OR SPECIAL SPECIFICATIONS THAT ARE HEREBY MODIFIED OR SUPPLEMENTED BY THESE GENERAL NOTES AND SPECIFICATION DATA ARE AS FOLLOWS:

Any removals, as requested by the Engineer, that are not specified in the removal items will be considered subsidiary to various bid items in the project. Item 100, Preparing Right of Way, will be used as a referenced item only.

Item 2

This project is not a state-funded grant or loan; therefore, the Child Support Order Compliance, as stated in Item 2.17 of the Special Provision, will not be implemented.

Item 4

Submit a Lane Closure Request Form to the Engineer for any lane closures. The Lane Closure Request Form can be obtained from the NTTA Maintenance Department or the Engineer.

Submit a Lane Closure Request Form to the Engineer a minimum of ten (10) business days prior to the requested date of closure for major impact such as:

- Complete roadway closures,
- Multiple lanes or major ramp closures where either impact is estimated to be significant or traffic needs to be detoured outside of the corridor,
- Starting a new construction project,
- Major switch in traffic or construction stage change, or
- Work to be completed by a franchise utility company.

Submit a Lane Closure Request Form to the Engineer a minimum of three (3) business days prior to the requested date of closure for routine impact such as:

- Closures for routine maintenance activities not defined as major closures above,
- Rolling lane closures (with intermittent stops up to 15 minutes),
- Shoulder closures, or
- Lane closures associated with an ongoing construction project that are not defined as major closures above

The Lane Closure Request Form will be returned to the Contractor whether it is approved or denied. No lane closure shall be started until the Contractor receives the approval of the Lane Closure Request Form.

If the request is granted, place portable changeable message signs (CMS) at the approved locations to alert motorists three (3) business days prior to any closure for major impact or one (1) business day prior to any closure for routine impact.

Notify the Engineer immediately for any emergency lane closures. Report the cause and anticipated duration of the emergency lane closures.

No lane closures are permitted on ozone days during peak hour traffic, special events and major national holidays, including August sales tax-free weekend, all weekends from Thanksgiving through the first week in January, Good Friday through Easter, and weekends, including the Friday before, Mother's Day, Memorial Day, Father's Day, 4th of July and Labor Day, unless otherwise approved by the Engineer.

Item 7

The total area disturbed for this project is 0.92 acres. The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs), within one (1) mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Authority will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for the construction activities shown on the plans and the Contractor PSLs for construction support activities on or off the ROW as required by TCEQ. When the cumulative total area disturbed in the Contract and PSLs within one (1) mile of the project limits is equal to or greater than one (1) acre but less than five (5) acres, follow the permit authorization procedures required for "small construction activity" as outlined in the Construction General Permit TXR150000 (CGP). When the total area disturbed in the Contract and PSLs within one (1) mile of the project limits is equal to or greater than five (5) acres, follow the permit authorization procedures required for "large construction activity" as outlined in the CGP. If the project is part of a larger common plan of development or sale as defined by the CGP, the total area disturbed for the larger common plan shall determine authorization requirements and procedures. Provide a copy of all authorization/notification documentation for contract areas and the Contractor PSLs located on the ROW to the Engineer and to the operator of any municipal separate storm sewer system (MS4) in accordance with notification requirements outlined by the CGP prior to beginning work.

Storm Water Discharge Permit

The Contractor is notified that before the Contractor or any subcontractor may commence mobilization of equipment or any earth-disturbing activities in connection with the project, the Authority, pursuant to the Clean Water Act, 33 U.S.C. § 1251 et seq. ("CWA"), the Texas Pollution Discharge Elimination System (TPDES), and all other applicable laws and regulations, must complete all requirements and procedures necessary to obtain authorization (the "SW Permit") under the Construction General Permit TXR150000 (CGP) that governs storm water discharges for the project. The SW Permit is issued pursuant to the CWA and other applicable state and federal laws and regulations, including required notification periods.

Before beginning any mobilization of equipment or any earth-disturbing activities, the Contractor and each subcontractor must (a) obtain from the Authority the required authorization documentation and the Storm Water Pollution Prevention Plan for the project (SW3P) prepared by or on behalf of the Authority, (b) review and understand the SW Permit, the CGP, and the SW3P, (c) post all required notifications at the locations required by applicable laws and regulations, and (d) sign the SW3P in the appropriate place to acknowledge that it has reviewed and understands the SW Permit, CGP, and SW3P.

The Contractor, and, to the extent required by applicable law, each subcontractor whose functions include clearing, grubbing, grading, excavating, or any other earth-disturbing activity, shall obtain its own authorization to discharge storm water (Storm Water Permit) for the project. The Contractor and each subcontractor whose functions include clearing, grubbing, grading, excavating, or any other earth-disturbing activity shall complete all requirements and procedures necessary to comply with the SW Permit and any Storm Water Permits issued to the Contractor and any subcontractors, and provide a copy of all authorization documentation for contract areas and the Contractor PSLs located on the ROW to the Engineer and to the operator of any municipal separate storm sewer system (MS4) receiving the discharge from the Project in accordance with notification periods outlined by the CGP prior to commencement of any earth-disturbing activities. Additionally, the Contractor shall post the Authority's, Contractor's, and subcontractors' authorization/notification documentation at the locations required by applicable laws and regulations, for the project prior to commencement of any earth-disturbing activities. The Contractor and all subcontractors must comply with all EPA or TCEQ regulations applicable to the project, including any SW Permit obtained by the Authority and any separate Storm Water Permits obtained by the Contractor or any subcontractor.

The Contractor and all subcontractors are further notified that all perimeter and/or other erosion-control measures shall be based on Best Management Practices ("BMPs") and be in place and functional before any mobilization of equipment or commencement of any earth-disturbing activities.

The Construction Manager shall manage the discharge of storm water from the project site in accordance with the Authority's SW Permit and any separate Storm Water Permit obtained by the Construction Manager, Contractor, or any subcontractor. The Construction Manager shall ensure that all Contractors and subcontractors use BMPs in connection with its storm water management activities. The Construction Manager shall be responsible for the completion and maintenance of all reports and logs required by the SW Permit, the CGP, or the SW3P, as well as those required by any separate Storm Water Permit obtained by the Contractor or any subcontractor. The Construction Manager shall provide a complete and accurate set of such reports and logs to the Authority upon request during construction and at the end of construction.

The Construction Manager shall ensure that a copy of the authorization/notification documentation required by the SW Permit and any separately obtained Storm Water Permit be posted at the project. The Construction Manager shall also maintain a second copy of any such permit(s), as well as copies of the Authority's SW Permit, the CGP, and the SW3P, at the project site for reference during the course of the project and for inspection by the Authority or any government official. The Construction Manager shall keep all items in the SW3P current on a daily basis, including but not limited to, the site map, description of erosion controls and location(s) of hazardous and solid waste, hazardous materials and hazardous substances. At the conclusion of the project, the Construction Manager shall provide the Authority with a copy

of all documents related to storm water permitting compliance for the project, including, but not limited to, all documents in electronic or digital format.

In connection with Storm Water Management activities during the project, the Construction Manager shall assign to the project qualified personnel that shall be sufficient, both in number and specific expertise, to assure the Contractor's and the subcontractors' compliance with the requirements of the CWA, EPA regulations, TCEQ and other applicable federal, state, and local laws, ordinances, permits, rules, and regulations.

Endangered Species Act

The Contractor is notified that endangered species may exist within the project construction limit. The Contractor will be responsible for notifying the Construction Manager of clearing schedule to allow sufficient time for protected species review. The Contractor shall be responsible for complying with all aspects of the Endangered Species Act of 1973, 16 U.S.C. § 531 et seq. (ESA), as well as any and all applicable federal regulations, state or local law and state or local regulations concerning endangered and threatened species.

The Contractor shall stop working in the area where he observes or becomes aware of threatened or endangered species and shall report such information to the Engineer immediately. The Engineer will notify the Environmental Compliance Manager within six (6) hours of the finding to seek advice. The Authority and the Contractor shall coordinate with the United States Fish and Wildlife Service (USFWS) to determine what further action, if any, may be necessary to protect protected species. Actions may include delays or work stoppage in areas where the threatened or endangered species are sighted, present, or nesting. The Contractor shall anticipate possible delays in construction if areas of work should be restricted because of sighting or encountering threatened or endangered species, and the Contractor shall be prepared to supplement and revise its construction schedule to overcome them.

Migratory Bird Treaty Act

The Contractor is notified that the contract is being let during the migratory bird breeding season. The Contractor is notified that the Authority, has consulted with the USFWS and the Texas Parks and Wildlife Department (TPWD) concerning the potential presence of migratory bird species within [or along] the Project during preparation and approval of the Environmental Impact Statement and associated Environmental Documents. As such, all areas of the project must be surveyed by a qualified biologist for migratory birds prior to construction clearing during the period of March through August. The Contractor will be responsible for notifying the construction manager of clearing schedule to allow sufficient time for migratory bird surveys. The Contractor shall be responsible for complying with all aspects of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712, July 3, 1918, as amended (MBTA), as well as any and all applicable federal regulations, state or local law and state or local regulations concerning migratory birds.

The MBTA makes it illegal to take (e.g., kill) or possess any migratory bird, including feathers, parts, nests, or eggs. More specifically, the MBTA prohibits anyone from killing a bird, destroying its active nest or otherwise actively harassing a bird species that would result in death of the bird, egg, or nestling. Activities which are most likely to result in take of migratory birds on highway projects include, but are not limited to, clearing or grubbing of migratory bird nesting habitat during the nesting season when eggs or young are likely to be present, bridge cleaning, painting, demolition, or reconstruction where bird nests are present. The peak of

nesting season according to the North American Breeding Bird Survey ranges from May to June.

Should the Contractor observe or become aware of migratory birds, their active nests, or young in danger due to construction-related activities, it shall report such information to the Construction Manager. Simultaneously, and as soon as reasonably possible, the Construction Manager shall contact the appropriate Environmental Compliance Team member or Environmental Compliance Manager. The Authority shall coordinate with the USFWS to determine what further action, if any, may be necessary to protect migratory birds. Actions may include delays or work stoppage in areas where the migratory bird is nesting. The Contractor shall anticipate possible delays in construction if areas of work should be restricted because of imminent danger to a migratory bird or its active nest, and the Contractor shall be prepared to supplement and revise its construction schedule to overcome them.

Section 404, Clean Water Act

The Contractor is notified that there are waters of the United States in the Project area and its vicinity that are regulated under the CWA. A permit for this Project issued under the provisions of Section 404 of the CWA (the "Section 404 Permit") has been obtained by the Authority. The Section 404 Permit is available for review at the Engineer's office located at the North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093. The Contractor shall review, understand, and become familiar with the requirements of the Section 404 Permit before beginning any mobilization of equipment or any earth-disturbing activities. All work performed by the Contractor in waters of the United States or wetlands shall be performed only as outlined in, and in strict compliance with, the Section 404 Permit.

The Contractor shall engage qualified personnel that shall be sufficient, both in number and specific expertise, to assure compliance by the Authority, Contractor, and all subcontractors with their respective responsibilities under the CWA and the Section 404 Permit.

As a provision of Article 7.8, "Hauling and Loads on Roadways and Structures", do not store or stockpile materials on the bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review and approval. Permission may be granted if the Engineer finds that no damage or overstresses in excess overweight loads will impact the structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Item 9

This project is an NTTA funded project; therefore, the retainage will be withheld in accordance with the requirements set forth in the Special Provision to Item 9.

Item 160

Topsoil shall be from the soil horizons normally designated as "A" or "B" as defined by the Soil Science Society of America or shall be obtained from alluvial deposits. It shall be suitable as a medium for establishing and sustaining healthy plant growth (trees, shrubs and grass). Any questions regarding topsoil will be resolved by the Engineer.

Item 161

An acceptable Solvita® test result shall be defined as a Compost Maturity Index ≥ 6 derived from

a combination of the Solvita® Ammonia test and a Solvita® Carbon Dioxide test. Test and test result substitutions will be allowed only as approved by the Engineer and any revised basis for acceptance shall be set forth in writing before composts are incorporated permanently in the work.

Approval of preliminary samples shall not constitute acceptance of the material represented. Only composts actually delivered for the work will be considered, and their acceptance or rejection will be based on the results of the tests and inspections made by the Engineer. Final inspection and acceptance of composts will be made only at the site of the work, after all requirements have been met.

Item 162

BERMUDA SOD

The areas to be sodded must present a firm, smooth, uniform surface true to line and cross section, free of rocks (greater than 1 ½" in any dimension), weeds and debris. Apply a nonselective, post emergent systemic herbicide with no soil residual activity designed for total vegetation kill of weeds and grasses (tops and roots) that may be present in the areas to be sodded. Herbicide applications must conform to manufacturers' recommendations and all pertinent laws and regulations issued by the Texas Department of Agriculture or the Texas Structural Pest Control Board. The cost of herbicide work will be subsidiary to this item.

Live, growing, nursery cultivated Texas common Bermuda grass sod, secured from sources approved by the Engineer, must be used in this project. Sod must be healthy, uniform in color, leaf texture, density and free of noxious, grassy, broadleaf weeds, diseases, nematodes, stones, roots, thatch, and soil borne insects and must have a minimum thickness of one-and-half inches (1½").

The furnished sod will be installed within 24-hours of delivery to site and within 48 hours of harvest. Do not harvest or transport sod when the moisture content or air temperature may adversely affect sod survival unless directed by the Engineer. Do not install sod on saturated soil.

Block sod must be laid in rows with tightly fitted joints, butt ends and sides of sod strips. Stagger strips to offset joints in adjacent courses. The first row of sod must be installed at the toe of slope, parallel to the direction of the sloped area and additional rows parallel to the previously installed row.

When placing sod in drainage ditches, the length of the strip must be laid parallel to the direction of the flow of the water.

When placing sod in drainage swales, steep slopes and other areas subject to movement, peg sod with minimum of two 8-inch stakes per square yard to protect sod from movement. Any slipping of sod must be corrected by the Contractor at no additional cost.

At final acceptance, the Contractor is responsible for stabilizing all unpaved disturbed areas of the project with 100% density and weed free of vegetative cover. Successful establishment of sodded grasses will be determined by inspection of all sodded areas. Sodded areas must be mowed no more than two days in advance of the inspection. Areas found unacceptable by the Engineer must be resodded by the Contractor within 48 hours of discovery and must be fertilized, watered, and maintained at no additional cost until accepted by the Engineer.

Mow the grass for the first time when the average height reaches four (4) inches. Thereafter, mow turf grasses again when the average height is four (4) inches, and cut to an average finished height of three (3) inches.

The Contractor can substitute roll sod for block sod as approved by the Engineer.

Sodded and/or reseeded areas shall be thoroughly watered per Item 168 with a fine mist spray immediately after the harvested sod is placed and fertilized at the minimum rate and duration as indicated in Table 2 of the General Notes and Specification Data or as directed by the Engineer. The Contractor must constantly monitor the water needs of the sod or seed to maintain adequate moisture to ensure proper growth and establishment of the sod.

The cost of water used to establish sod, or seed per Item 164, will be paid for as described in Item 168, Vegetative Watering. Avoid unnecessary and/or over watering. If the Contractor fails to manage water usage properly, the Engineer reserves the right to deduct the cost of excessive water usage from the Contractor's payments.

Sodded and /or seeded areas must be thoroughly watered with fine mist spray immediately after the sod and /or seed is placed and fertilized at the minimum rate and duration as indicated in Table 3 of the general notes or as directed by the Engineer. The Contractor must constantly monitor the water needs of the sod to maintain adequate moisture to ensure proper growth and establishment of the sod.

Item 168

Watering applications must constantly maintain the sodbed or seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of one-half inch (½") or greater, but must be resumed before the soil dries out or as directed by the Engineer.

When water is supplied from non-municipal sources such as wells or surface impoundments, the Contractor must provide an accurate meter acceptable to the Engineer.

The method of delivery of water to vegetation will be the Contractor's option with the approval of the Engineer.

The Contractor must furnish water for vegetative watering. Use of water meters dedicated for the existing automatic irrigation system is not allowed.

When water from a nearby existing river (or lake) is used for irrigation purposes, the Contractor will be responsible for obtaining all required permits and/or permissions from the organizations owning water rights and the U.S. Army Corps of Engineers.

Avoid unnecessary and/or over watering. If the Contractor fails to manage water usage properly, the Engineer reserves the right to deduct the cost of excessive water usage from the Contractor's payments.

The quantity shown in the Unit Description and Bid Price Schedule is estimated quantity for bidding purpose only, the Engineer shall approve the vegetative watering prior to work being performed.

Item 432

Provide weep holes as directed.

Provide Class B concrete for all riprap unless otherwise noted on the plans.

The layout and construction of concrete riprap mow strip at landscape bed areas shall be constructed to result in smooth flowing curves (horizontal and vertical) without abrupt breaks or distortions. Fine grade variations in the existing ground surface where necessary. Form work must be approved by the Engineer prior to concrete placement.

The concrete shall be placed, consolidated to fill all voids, struck off to the required grade and floated smooth. After the water sheen has disappeared, the edges and joints shall be rounded to the radii shown on the plans or directed by the Engineer, and exposed surfaces brushed to a uniform texture.

All ungrouted riprap shall be crushed concrete.

Cost of joint treatments and sealants are included in the pay item.

Item 502

Special signs necessary for the project as directed by the Engineer, but not shown in the plans, shall be fabricated and erected in conformance with the general requirements of the Texas MUTCD and the "Standard Highway Sign Designs for Texas". Special sign messages should be brief, legible, and clearly understandable.

Erect a Type III barricade immediately in front of or at each end of all stockpiles that are less than 30 feet from the edge of any traveled lane. Place one Object Marker (OM-2VP) alongside the stockpile for every 100 feet of stockpile length.

If at any time during construction, the approved plan of operation for handling traffic does not provide for safe and comfortable movement as determined by the Engineer, the Contractor shall immediately change his operations to correct the unsatisfactory condition.

During construction, the Contractor will be required to erect and maintain accurate bridge clearance signs in accordance with the Texas MUTCD.

During hauling operations, the Contractor must keep traveled surfaces clear and free of dirt or other material.

The use of rubber-tired equipment will be required for moving dirt or other materials along or across paved surfaces.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using a method acceptable to the Engineer.

In general, work on bridges must not be carried out over traffic. Such work as setting beams or girders, placing forms or precast panels, deck pours and other work above existing roadways must be done while traffic is rerouted using detours or lane closures. Redirection of traffic must be subject to the approval of the Engineer.

All streets, driveways, and alleys must remain open to traffic throughout the construction operations except as shown on the plans or as directed by the Engineer.

When excavation is required next to a pavement lane carrying traffic and the widening is not completed by the end of the work day, backfill against the edge of the pavement with at least a 3:1 slope of suitable material to support vehicular traffic as approved by the Engineer. Carefully

remove and dispose of this material when work resumes. Backfilling pavement edges, and the materials required for the work will be subsidiary to this item.

The Contractor must provide supplemental barricades and signs, as requested by the Engineer, to provide safety for: (i) Work continues after the roadway is opened to traffic, (ii) special traffic situations that might develop as the construction operations proceed, and (iii) separating work areas from the traffic. The supplemental signs and barricades must conform to the requirements of the latest edition of the Texas MUTCD and be left in place only for so long as the operations for which they are provided continue in progress.

If required, provide uniformed off duty police officers and squad cars during lane or ramp closures, night time work or other situations that indicate a need for additional traffic control to protect the traveling public or the construction workforce. Provide documentation such as payroll, log sheets with signatures and badge number, or invoices from the government entity providing the officers for reimbursement. Reimbursement will not be made for coordination fees charged by the police department.

Permanent signs may be installed when construction in an area is complete and they will not be in conflict with the traffic control plan for the remainder of the job.

Provide traffic control equipment such as truck mounted attenuators (TMA), changeable message boards (CMS) and Type C arrow panels in good working order throughout the construction period.

Use plastic drums as channelizing devices in mainlane and ramp areas.

Check channelizing devices at least twice daily or as directed by the Engineer. Correct any deficiencies immediately.

Item 6834

All portable changeable message signs and arrow panels are to be provided with a photoelectric device to allow for automatic dimming of operations to approximately 50% of their normal brightness when ambient light drops to approximately five foot-candles, and then increase back again for daytime operations.

Two (2) electronic portable changeable message sign unit(s) will be required or as directed by the Engineer. Individual or collective use of signs will be required by Engineer when deemed necessary to supplement the traffic control plan.

Each sign shall be programmed in its permanent memory the following 15 messages:

1. Exit Closed Ahead
2. Use Other Routes
3. Right Lane
4. Left Lane
5. Closed Ahead
6. Two Lane
7. Detour Ahead
8. Thru Traffic
9. Prepare To Stop
10. Merging Traffic
11. Expect 15 Minute Delay

NORTH TEXAS TOLLWAY AUTHORITY
GENERAL NOTES AND SPECIFICATION DATA (Continue)

12. Max Speed ** MPH
13. Merge Right
14. Merge Left
15. No Exit Next ** Miles

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NORTH TEXAS TOLLWAY AUTHORITY
PGBT
VARIOUS SEGMENTS

INDEX OF
GOVERNING SPECIFICATIONS, SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS

Note: For the purpose of construing this proposal and the contract, the Standard Specifications for Construction of Highways, Streets and Bridges, as adopted by the Texas Department of Transportation on June 1, 2004 (referred to herein as the "Standard Specifications" or the "Texas Standard Specifications") are approved and incorporated into the contract by reference for all purposes by the Authority as official specifications, together with, and as modified by, Special Provisions and Special Specifications as are listed below, and by the General Notes and Specification Data.

General. The Standard Specifications applicable to this project are identified as, but not limited to, the following. Whether or not listed, any of the Standard Specifications which are pertinent to work performed on this project are applicable and shall be observed.

STANDARD SPECIFICATIONS:

Items 1 thru 9 Inclusive General Requirements and Covenants

Item 104	Removing Concrete
Item 132	Embankment (100, 204, 210, 216, 400)
Item 161	Compost
Item 162	Sodding for Erosion Control (166, 168, 506)
Item 168	Vegetative Watering
Item 432	Riprap (420, 421, 427, 440, 506)
Item 500	Mobilization
Item 502	Barricades, Signs and Traffic Handling

SPECIAL PROVISIONS: Special Provisions and General Notes and Specification Data will govern and take precedence over the Special Specifications and the Standard Specifications, wherever in conflict therewith.

TxDOT Special Provisions unless otherwise noted:

NTTA Special Provision	R.O.W. and Utility Relocations by Others	(SP 0.02.1)
NTTA Special Provision	Sales and Use Tax Exemption	(SP 0.04.0)
NTTA Special Provision	Existing Utilities	(SP 0.05.0)
NTTA Special Provision	Value Engineering Proposals	(SP 0.17.0)
NTTA Special Provision	Correction of Defects	(SP 0.18.0)

NTTA Special Provision	NTTA Enterprise Project Delivery System	(SP 0.19.1)
NTTA Special Provision	Business Diversity Prism Contract Compliance	(SP 0.20.2)
NTTA Special Provision to Item 1	Definition of Terms	(SP-1.4)
NTTA Special Provision to Item 2	Instructions to Bidders	(SP-2.3)
NTTA Special Provision to Item 3	Award and Execution of Contract	(SP-3.5)
NTTA Special Provision to Item 4	Scope of Work	(SP-4.1)
NTTA Special Provision to Item 5	Control of the Work	(SP-5.0)
NTTA Special Provision to Item 6	Control of Materials	(SP-6.1)
NTTA Special Provision to Item 7	Legal Relations and Responsibilities	(SP-7.13)
NTTA Special Provision to Item 8	Prosecution and Progress	(SP-8.8)
NTTA Special Provision to Item 9	Measurement and Payment	(SP-9.3)
Special Provision to Item 161	Compost	(SP 161-006)
Special Provision to Item 500	Mobilization	(SP 500-011)
Special Provision to Item 502	Barricades, Signs, and Traffic Handling	(SP 502-033)
Special Provision to Item 1122	Temporary Erosion, Sedimentation, and Environmental Controls	(SP 1122-001)

TxDOT Special Specifications Unless Otherwise Noted:

Item 1122	Temporary Erosion, Sedimentation, and Environmental Controls
Item 6834	Portable Changeable Message Sign

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, the General Notes and Specification Data, the other provisions of this contract, and the Standard Specifications (as the same are modified herein) constitute the complete specifications for this project.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"R.O.W. AND UTILITY RELOCATIONS BY OTHERS"

Contract No.: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

The Authority anticipates the acquisition and/or access to right-of-way and removal and relocation of improvements, utilities, and obstructions to the construction provided for in this contract in accordance with the schedule set forth below.

The following is a list of known outstanding right-of-way and easements to be acquired, if any, description of improvements which have not been removed, and a list of utilities that have not been removed, adjusted, and/or relocated as of November 1, 2012.

Outstanding Right-Of-Way to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
	NONE	

Utilities to be removed, adjusted, and/or relocated

The facilities improvements, utilities, and obstructions listed below will either be removed by others, remain in place, or will be accommodated in this Contract as noted below.

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
	NONE	

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the Authority.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"SALES AND USE TAX EXEMPTION"

The Contractor shall be responsible for the payment of all federal, state, local, and other taxes, impositions, and assessments imposed in connection with this contract (if any), including without limitation all taxes imposed on property, services, and other items required in connection with Contractor's performance of this contract. The amount of payments to be made by the Authority to the Contractor as stated in this contract shall not be increased to cover any taxes, impositions, or assessments payable by the Contractor in connection with this contract.

The Authority is a tax-exempt entity under Section 151.309 of the Texas Tax Code. The Contractor is solely responsible for determining if under the Texas Tax Code, the Texas Administrative Code, or any other legal authority, any property or service purchased by the Contractor in connection with its performance of this contract is exempt from taxation.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"EXISTING UTILITIES"

Contractor is hereby notified that there are existing public and private utility entities which the Authority believes have structures in or adjacent to the limits of the work. A list indicates the entity owning and controlling the utility, and the person to be contacted, if there is any, is provided in the General Notes and Specification Data and the locations of known existing utilities are shown on the plans. However, the Authority does not guarantee the accuracy of the information concerning the existing utility structures, including their size, location, depth, or length. The Contractor is responsible for making its own investigation as to the whereabouts of utilities prior to beginning work in any location. Prior to any excavation or drilling, the Contractor shall obtain from the owners the location of any existing utilities (whether or not shown on the plans) and shall become cognizant of and cooperate with any necessary adjustments, which may have to be made by the owners. Additionally, before commencing construction, the Contractor shall verify by test pits the location of all utilities. By submitting its bid, the Contractor warrants and understands that notwithstanding anything to the contrary contained in the contract, it is its responsibility to verify all information concerning utility structures, including the information listed in the General Notes and Specification Data and the information contained in the plans, that it has made all investigations essential to a full understanding of the difficulties that may be encountered in performing the work as it relates to utility structures, and that it assumes full and complete responsibility and risk for completing the work for the compensation and within the time provided in the contract.

Regardless of whether existing utility structures will eventually be relocated, it shall be the Contractor's responsibility to protect all such lines in the course of performing work under the contract. Any structures damaged by the Contractor's operations shall be promptly repaired at the Contractor's expense and to the complete satisfaction of the utility owner and the Engineer.

Because of the imminent danger of working in the vicinity of the utilities, the Contractor shall utilize heavy timber mats, compacted earth embankment surfaced with flexible base, or other working platforms , where, in the sole judgment of the Engineer to protect the existing utilities, facilities might be damaged by the Contractor's operations. Prior to beginning operations, the Contractor shall submit to the Engineer for approval, a plan outlining its methods of operation and details of supporting heavy equipment in locations where utilities might be damaged. Submittals shall conform to the requirements of Item 5 of the Standard Specifications and the Special Provision to Item 5, "Control of the Work".

After completion of operations in the vicinity of utilities, the Contractor shall restore the area to its condition at the time of entry unless otherwise instructed by the utility owner and the Engineer.

No specific measurement or payment will be made for work to be done, or for equipment and materials to be furnished, as a result of the requirements in this Special Provision. All costs shall be considered subsidiary to and included in the bid for the various Items required by the plans and the contract.

Special care must be exercised during all phases of construction operations in the vicinity of these structures.

It shall be the Contractor's responsibility to familiarize itself and at all times comply with the operational requirements of all utility owners relevant to the work.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"VALUE ENGINEERING PROPOSALS"

Contract No.: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

The Contractor is encouraged to develop, prepare, and submit for the Authority's consideration proposals for Contract changes that result in a reduction of the estimated cost of the Work without impairing essential functions or characteristics of the Project, including service life, economy of operation, ease of maintenance, desirability and safety, as determined by the Authority in its sole discretion. Such changes may not be based solely upon a change in quantities, performance, accuracy or reliability, or a relaxation of the requirements contained in the Contract Documents. If the Authority determines that the proposal warrants a change to the Contract, the change shall be documented by a change order under which a portion of the estimated net savings to the Authority shall be shared with the Contractor on terms acceptable to the Authority and the Contractor. The Contractor acknowledges and agrees that the Authority shall have no obligation to accept or implement any proposal submitted by the Contractor.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"CORRECTION OF DEFECTS"

Contract No.: 03368-NTT-00-CN-MA
Highway: PGBT, **Segment:** Various
County: Dallas, Denton, & Collin

Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated into the Work covered by the Contract shall be new and of the most suitable grade for the purposes intended.

The Contractor warrants that Work performed under this Contract shall conform to the Contract requirements. The Contractor shall, without charge, replace or correct Work found by the Authority not to conform to Contract Plans, Standard Specifications, Special Specifications, or other requirements, terms, or conditions of the Contract.

With respect to all equipment, materials and designs furnished or workmanship performed by the Contractor or any subcontractor or supplier of Contractor at any tier, the Contractor warrants that the Work is free of defects, and the Contractor covenants to correct at the Contractor's expense any defects in equipment, materials, and designs furnished or workmanship performed by the Contractor or any subcontractor or supplier of Contractor at any tier.

In addition, the Contractor shall remedy at the Contractor's expense any damage to real or personal property owned or controlled by the Authority, when the damage is the result of the Contractor's failure to conform to the Contract requirements or any defect of equipment, material, workmanship, or design furnished.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"NTTA ENTERPRISE PROJECT DELIVERY SYSTEM"

1. Introduction

The NTTA Enterprise Project Delivery System (the EPDS) is the Authority's web-based computer system that provides management applications such as, notices, field and office management, and file management including, but not limited to, forms, workflows, administrative applications, and reports. The EPDS serves as a record repository by tracking and storing project records such as contract documents, correspondences, plans and shop drawing submittals, requests for information (RFIs), nonconformance reports (NCRs), corrective action requests (CARs), prevention action reports (PARs), and other construction submittals from the execution to the close out of a contract. The EPDS produces various types of reports based on the data stored in the system to help the Authority monitor the progress of the project. The EPDS utilizes workflows which correspond with the NTTA Quality Management System (QMS) Manual which provides procedures and requirements to achieve the standards and quality set forth by the Authority. The project information within the EPDS may be accessed over the internet 24 hours a day, seven days a week.

2. Contractor's Obligations

The Contractor, and its designated representatives, shall utilize the EPDS for all transmittals, submittals, RFIs, and other tasks requested by the Engineer. All project related documents shall be processed in accordance with the applicable workflows shown in the EPDS including, but not limited to, records of correspondence, schedules, progress reports, inspection reports, requests for information, meeting agendas, meeting minutes, shop drawing submittals, plan revision submittals, change orders, NCRs, CARs, PARs, progress payments, etc. The EPDS is an official record of all communications between the Contractor and the Authority.

The Contractor and designated representatives shall understand the procedures and workflows listed in the following sections of the NTTA QMS Manual which can be found at the NTTA website at ntta.org under "Working With Us", and "NTTA QMS Manual and Forms":

A. Section 3, "Program Development Process", Sub-section 6, "Construction"

1. **RFI Review Process (CON-01).** CON-01 defines the process by which an RFI is reviewed, response developed, finalized, and returned to the prime contractor.
2. **Submittal Review Process (CON-02).** CON-02 defines the process by which a construction submittal is reviewed and approved.
3. **Change Order (CO) Process (CON-03).** CON-03 defines the process by

which a contract change order is requested and approved.

4. **Construction Administration (CON-04).** CON-04 documents the processes by which a construction contract is administered, monitored, and managed.

5. **Construction Contract Closeout (CON-06).** CON-06 defines the process for closeout of a construction contract to ensure that all specified work has been completed in accordance with requirements of the contract, that all documents of record have been received, and that all financial aspects of the contract are addressed and resolved.

B. Section 4, "Program Administration and Support", Sub-section 2, "Document Management"

1. **Document Control (DM-01).** DM-01 defines the procedure for approval, distribution, filing and control of NTTA Global project and Corridor specific documents.

C. Section 4, "Program Administration and Support", Sub-section 4, "Quality Management"

1. **Quality Audit (QM-08).** QM-08 defines the procedure by which the Authority will schedule, conduct, and report results of quality audits conducted against the NTTA established processes.

2. **Control of Nonconforming Items – Construction (QM-09)**. QM-09 defines the procedure for controlling nonconforming items in construction including identification, segregation, resolution, and re-inspection as necessary.

3. **Corrective & Preventive Action (QM-10).** QM-10 defines the procedure for processing requests for corrective or preventive actions as a result of customer complaints, an identified process nonconformance or a potential nonconformance either resulting from an audit or other awareness of process failings or nonconformance.

D. Section 4, "Program Administration and Support", Sub-section 5, "Environmental Management"

1. **Storm Water Management (ENV-01).** ENV-01 defines the monitoring process to ensure compliance with the Construction General Permit (CGP) issued by the Texas Commission on Environmental Quality (TCEQ) under its Texas Pollutant Discharge Elimination System (TPDES) permitting program for construction activities.

2. **Environmental Documentation Submittal Process (ENV-02).** ENV-02 defines the process by which all environmental documents shall be prepared and submitted.

3. **Control of Environmental Nonconformance (ENV-03).** ENV-03 defines the procedure for processing environmental compliance nonconformance including identification, resolution, implementation of solution, re-inspection, and closure.

Within 7 days after the Contract is awarded by the NTTA Board, or when notified by the

Engineer, the Contractor shall submit a list containing the name, company, role/title, telephone number, and e-mail address of individuals who will attend the training sessions for the use of the EPDS, which will be provided by the Authority at no cost. All EPDS users shall complete the training prior to receiving access to the EPDS; no exceptions will be granted. The Contractor and its designated representatives shall agree to comply with all terms and conditions associated with its use of the EPDS. Any time during the construction, the Contractor may request for additional EPDS training as a refresher course for existing EPDS users or to add new individuals who will require use of the EPDS.

3. Equipment

The Contractor shall obtain the necessary computer equipment, at its own expense, to access the EPDS.

Computer equipment and software requirements are listed in the General Notes and Specification Data of the project.

In the event that the EPDS becomes inoperable or unavailable to the Contractor, the Contractor shall contact the Authority's EPDS helpdesk to have the software repaired and contact the Engineer for directions of processing documentation until the EPDS is operational. Any expenses incurred for extra work will be subsidiary to various items in the Contract. Once the EPDS is in operation again, the Contractor shall upload the required documentation and submit the requests through the EPDS.

4. Documentation

All project documents that are uploaded and transmitted via the EPDS must comply with the following electronic formats:

A. Documents generated by Microstation or AutoCAD shall be printed to Portable Document Format (PDF) files using Adobe Acrobat software.

B. Manually marked-up documents such as drawings, sketches, correspondence, etc. or documents with non-electronic signatures shall be scanned to Tagged Image Format (TIF) or PDF files with a minimum resolution of 300 dpi using CCITT Group 4 (2d Fax) compression.

C. Documents generated by software programs such as Microsoft Office and graphic designing software shall be printed to PDF files using Adobe Acrobat software. No scanning will be permitted.

D. Electronic photographs shall be uploaded in Joint Photographic Experts Group (JPEG) or (JPG) files, sized at a minimum resolution of 1024x768 pixels.

E. Grayscale or color photo images that are scanned shall be saved to JPEG or JPG files with medium to low quality compression at a minimum resolution of 300 dpi.

F. Product data in PDF files available for download from the Manufacturer's website may be used.

5. Nonconformance of Work. The Engineer will issue a CAR/PAR and correction shall be made in accordance with the CAR/PAR processes if the Contractor fails to:

A. participate in the EPDS training,

B. use the EPDS to process project documentation,

C. follow the procedures and workflows set forth in the NTTA QMS Manual,

D. provide equipment, or

E. provide documentation in the format set forth in this Special Provision.

6. Measurement and Payment. The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to various bid Items.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION

IMPORTANT NOTICE TO CONTRACTORS

"NTTA BUSINESS DIVERSITY PRISM CONTRACT COMPLIANCE TRACKING SOFTWARE"

1. Introduction

The NTTA PRISM contract compliance software (NTTA PRISM system) is the Authority's web-based computer system that tracks the monthly subcontractor payment reporting for NTTA contracts.

As outlined in the NTTA Business Diversity Department Contracting and Compliance Manual (CCM), if a contract includes a D/M/WBE subcontracting commitment, the prime contractor shall submit a Monthly Subcontractor Progress Report (Form 4907) to the Business Diversity Department (BDD). Form 4907 reflects actual payments made for the specific month indicated. Information provided on Form 4907 is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

When fully implemented, the NTTA PRISM system is intended to replace the current manual subcontractor payment reporting with a more efficient online reporting process.

2. Contractor's Obligations

The Contractor shall utilize the NTTA PRISM system for monthly subcontractor payment reporting and other reporting compliance as outlined in the CCM. Contractors will have a designated User ID and password to login to the NTTA PRISM system and may access the NTTA PRISM system over the internet 24 hours a day, seven days a week via the following link: https://pro.prismcompliance.com.

The NTTA PRISM system is an official record of communications between the Contractor and the NTTA Business Diversity Department. Information provided in the NTTA PRISM system is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

The Contractor shall understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at http://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx.

Within 14 days after the Contract is awarded, the Contractor shall submit a list containing the name, company, role/title, telephone number, and e-mail address of individuals who will attend the training sessions for the use of the NTTA PRISM system. Training will be provided by the Authority at no cost. All the NTTA PRISM system users shall complete the training prior to receiving access to the NTTA PRISM system; no exceptions will be granted. The Contractor shall agree to comply with all terms and conditions associated with its use of the NTTA PRISM system. At any time during the contract, the Contractor may request for additional NTTA PRISM system training as a refresher course for existing NTTA PRISM system users or to add new individuals who will require use of the NTTA PRISM system.

3. Equipment

The Contractor shall obtain the necessary computer equipment, at its own expense, to access the NTTA PRISM system. Please refer to the General Notes in the plan set regarding the list of computer equipment and software required for this project to meet the requirements set forth in the Special Provision 0.19, "Important Notice to Contractors – NTTA Enterprise Project Delivery System", if applicable . This same list of computer equipment and software required will suffice for the NTTA PRISM system.

The Contractor will be able to access the NTTA PRISM system via the internet from any location 24 hours a day using their designated user id and password via the following link: https://pro.prismcompliance.com. In the event that the NTTA PRISM system becomes inoperable or unavailable to the Contractor, the Contractor shall contact the Business Diversity Department to have the software repaired and for directions of processing required documentation until the NTTA PRISM system is operational. Once the NTTA PRISM system is in operation again, the Contractor shall upload the required documentation through the NTTA PRISM system.

4. Documentation

The Contractor shall understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM and submit all required documentation.

5. Noncompliance

The Contractor shall understand and be required to comply with the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at
http://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx.

6. Measurement and Payment

The work performed, materials furnished, equipment, labor, tools, and incidentals required for compliance with this special provision will not be measured or paid for directly, but will be subsidiary to the various bid Items.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, June 1, 2004 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

> THE TERM "STATE", "STATE HIGHWAY AGENCY", "STATE HIGHWAY DEPARTMENT OF TEXAS", "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION", "TEXAS STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION", "TEXAS DEPARTMENT OF TRANSPORTATION", "DEPARTMENT", "TEXAS TURNPIKE AUTHORITY", "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION", "TEXAS DEPARTMENT OF TRANSPORTATION COMMISSION", "TEXAS TRANSPORTATION COMMISSION", "STATE HIGHWAY COMMISSION", OR "COMMISSION" SHALL, IN THE USE OF THE TEXAS STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AND GENERAL NOTES AND SPECIFICATION DATA PERTAINING THERETO, AND REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS, FOR ALL WORK IN CONNECTION WITH THE NORTH TEXAS TOLLWAY AUTHORITY SYSTEM, AND ALL EXTENSIONS, ENLARGEMENTS, EXPANSIONS, IMPROVEMENTS, AND REHABILITATIONS THERETO, BE DEEMED TO MEAN THE NORTH TEXAS TOLLWAY AUTHORITY, UNLESS THE CONTEXT CLEARLY INDICATES A CONTRARY MEANING. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, OR TO ITS OFFICIALS, EMPLOYEES, OR AGENTS, SHALL BE DEEMED TO MEAN THE NORTH TEXAS TOLLWAY AUTHORITY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

For this Contract, Item 1 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 1.2, **"Abbreviations"**, is hereby supplemented by the following:

NPDES	National Pollution Discharge Elimination System
DBE	Disadvantaged Business Enterprise
SBE	Small Business Enterprise

MBE	Minority Business Enterprise
WBE	Women Business Enterprise
D/M/W/SBE	Disadvantaged, Minority, Women-Owned and Small Business Enterprise

Article 1.28, **"Commission"**, is hereby deleted and replaced by the following:

1.28. Commission. The North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas authorized and existing pursuant to Chapter 366 of the Texas Transportation Code, unless the context clearly indicates a contrary intent and meaning.

Article 1.33, "**Contract**", is hereby deleted and replaced by the following:

1.33. Contract. The agreement between the Authority and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract Documents.

Article 1.34, **"Contract Documents"**, is hereby deleted and replaced by the following:

1.34. Contract Documents. Elements of the Contract including, but not limited to, the plans, the form of Contract attached hereto, the Texas Standard Specifications, the General Notes and Specification Data attached hereto, the Special Provisions attached hereto, the Special Specifications attached hereto, the forms of Disclosure Statement, Certification, Affidavit, Contractor's Assurance, contract bonds and similar provisions attached hereto, and all addenda thereto and all change orders and supplemental agreements thereto, together with the conditions of the Proposal and all applicable provisions of the Procurement Policy.

Article 1.45, **"Debar (Debarment)"**, is hereby deleted and replaced by the following:

1.45. Debar (Debarment). Action taken by the Authority, Texas Department of Transportation, or federal government pursuant to regulations that prohibit a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a project of the Authority or in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

Article 1.47, **"Department"**, is hereby deleted and replaced by the following:

1.47. Department. The North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas authorized and existing pursuant to Chapter 366 of the Texas Transportation Code, unless the context clearly indicates a contrary intent and meaning.

Article 1.50, **"Disadvantaged Business Enterprise (DBE)"**, is hereby deleted and replaced by the definition set forth in the NTTA Business Diversity Department

Contracting & Compliance Manual (CCM) and as supplemented in the front end document to the contract titled "Disadvantaged, Minority, Women-Owned and Small Business Enterprise Program".

Article 1.53, **"Engineer"**, is hereby deleted and replaced by the following:

1.53. Engineer. The Director of Project Delivery or Director of Maintenance for the Authority, or his or her duly authorized representative acting within the scope of his authority.

Article 1.58, "**Hazardous Materials or Waste**", is hereby deleted and replaced by the following:

1.58. Hazardous Materials or Waste. The term Hazardous Materials or Waste shall mean any hazardous or toxic substances, materials, or wastes including, but not limited to, a "hazardous substance" under 40 C.F.R. part 302, a "hazardous waste" under 40 C.F.R. part 261, asbestos, petroleum, polychlorinated biphenyls, lead-based paint, and any substance or waste regulated under state law by the Texas Commission on Environmental Quality or the Texas Railroad Commission.

Article 1.70, **"Letting Official"**, is hereby deleted and replaced by the following:

1.70. Letting Official. The employee of the Authority, empowered by the Executive Director of the Authority, will officially receive bids and close the receipt of bids at an advertised letting.

Article 1.75, **"Major Item"**, is hereby deleted and replaced by the following:

1.75. Major Item. Any item of work included in the Contract that has a total cost equal to or greater than the lesser of (1) 5% of the total Contract amount (i.e. the original Contract amount, as modified by all Change Orders), or (2) $100,000.

Article 1.120, **"Special Provisions"**, is hereby supplemented by the addition of the following:

Special provisions include, but are not limited to, Important Notices to Contractors included with the proposal form.

Article 1.123, **"Small Business Enterprise (SBE)"**, is hereby deleted and replaced by the definition set forth in the NTTA Business Diversity Department Contracting & Compliance Manual (CCM) and as supplemented in the front end document to the contract titled "Disadvantaged, Minority, Women-Owned and Small Business Enterprise Program".

Article 1.124, **"State"**, is hereby deleted and replaced by the following:

1.124. State. The North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas authorized and existing pursuant to Chapter 366 of the Texas Transportation Code, unless the context clearly indicates a contrary intent and meaning.

Article 1.128, "**Subcontractor**", is hereby deleted and replaced by the following:

1.128. Subcontractor. An individual, partnership, limited liability company, corporation, or any combination thereof to which 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.

Article 1.133, **"Supplemental Agreement"**, is hereby amended by deleting the second sentence thereof, which is hereby replaced by the following:

A supplemental agreement will be used by the Authority whenever the modifications include: (1) assignment of this Contract from one entity to another, (2) a change in the name of the Contractor, (3) an agreement with the Surety to complete a defaulted contract, or (4) other cases desired by the Authority.

Article 1.146, **"Work Order"**, is hereby supplemented by the addition of the following:

Work order also shall be defined as the "Notice to Proceed."

Item 1 is hereby supplemented by the addition of the following Articles:

1.148. Authority. The North Texas Tollway Authority (NTTA), a regional tollway authority and a political subdivision of the State of Texas authorized and existing pursuant to Chapter 366 of the Texas Transportation Code.

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

1.150. Diversity Policy. The Disadvantaged, Minority, Women-Owned and Small Business Enterprise Policy originally adopted by the NTTA Board of Directors under Resolution 10-19. The Diversity Policy Statement incorporates the policies, objectives and requirements of state and federal laws relating to procurement and contracts, and outlines the specific programs established by the NTTA to ensure participation of disadvantaged, minority, women-owned and small businesses in NTTA procurement opportunities.

1.151. **Construction Contract Closeout Process.** A process for closeout of construction contract to ensure that all specified work has been completed in accordance with requirements of the contract, that all documents of record have been received, and that all financial aspects of the contract are addressed and resolved.

1.152. Construction Manager. The consultant to the Authority, or its duly authorized representative, providing construction management, oversight, coordination, and liaison among contractors, the public, local governments, consultants, engineers, and the Authority. Unless otherwise designated by the Authority, the Construction Manager shall serve as the Engineer.

1.153. Consulting Engineers. The consultant to the Authority, with that term being further defined in the Trust Agreement, or its duly authorized representative. See General Notes and Specification Data for the assigned Consulting Engineers.

1.154. Corridor Manager. The consultant to the Authority, or its duly authorized representative, charged by the Authority with responsibility to manage and oversee the planning, design, and construction of all sections of an Authority project throughout the entire length of the project corridor.

1.155. County. A political subdivision of the State as stated under Article 9, "Counties," of the Texas Constitution.

1.156. North Texas Tollway Authority System. A grouping of the following Turnpike projects of the Authority: the Dallas North Tollway, the Addison Airport Toll Tunnel, the President George Bush Turnpike, the Eastern Extension of the President George Bush Turnpike, the Mountain Creek Lake Bridge, the Lewisville Lake Toll Bridge, and the Sam Rayburn Tollway, together with all present and future expansions, extensions, enlargements, improvements, and rehabilitations thereto, all of which being financed, constructed, operated and administered by the Authority as a single operating system.

1.157. Design Section Engineer. The consultant to the Authority charged by the Authority with responsibility to develop and manage the design of a roadway section of the project corridor. See General Notes and Specification Data for the assigned Design Section Engineer.

1.158. Final Completion. As defined in Article 8.5, "Failure to Complete Work on Time", which is set forth in the Special Provision to Item 8, "Prosecution and Progress".

1.159. Procurement Policy. The "Policy Regarding Procurement of Goods and Services and Disposition of Property by the North Texas Tollway Authority," adopted by the Authority under Authority Resolution 04-57, as amended from time to time.

1.160. Project. The construction improvement, expansion, and enlargement by the Authority of the North Texas Tollway Authority System or any other turnpike project that the Authority is authorized by law to construct, improve, expand, or enlarge through the performance of the work, including the construction of turnpike main lanes, service roads, approach roadways, interchanges, intersections, ramps, toll facilities, bridges, buildings, and landscaping, and/or, where appropriate, the modification of existing structures and roadway, all in conformance with (a) the Contract, (b) respect to a North Texas Tollway Authority System project, a Trust Agreement dated as of July 1, 1989, as

supplemented from time to time by Supplemental Trust Agreements (collectively the "Trust Agreement"), establishing and governing the operation of the North Texas Tollway Authority System and governing the revenue bonds from which the cost of constructing the project will be paid, (c) all other applicable documents governing additional sources of funding for the project (if any), and (d) the provisions of Chapter 366 of the Texas Transportation Code, as amended, hereinafter referred to as the "Turnpike Act".

1.161. Substantial Completion. As defined in Article 8.5, "Failure to Complete Work on Time", which is set forth in the Special Provision to Item 8, "Prosecution and Progress".

1.162. Temporary Structures. All temporary bridges, culverts, and structures required to maintain traffic during the construction of the work.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 2

"INSTRUCTIONS TO BIDDERS"

For this Contract, Item 2 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 2.2, **"Eligibility of Bidders"**, is hereby deleted and replaced by the following:

2.2. Eligibility of Bidders. The Bidder must be capable of performing each of the various items of the work bid upon.

Unless otherwise noted in the proposal, at the time of bid submission the Bidder must be prequalified with TxDOT as a bidder of sufficient financial strength and competency to be considered for performing all aspects and meeting all requisites of this proposal, and the estimated cost of the proposed Contract must be within the Bidder's available bidding capacity. The Authority reserves the right, at its sole option, to request a hard copy of the TxDOT prequalification from the low bidder as a proof of current eligibility prior to award of the contract.

Unless otherwise noted in the proposal, a firm not prequalified with TxDOT and/or not having a bidding capacity within the estimated cost of the proposed Contract shall not be eligible to bid, and any bid submitted by such a firm shall be rejected and shall not be considered by the Authority. In the case of a joint venture, unless otherwise noted in the proposal, all joint venture participants must be prequalified with TxDOT, and an equally divided portion of the estimated cost of the proposed Contract must be within each participant's available bidding capacity.

Article 2.3, **"Issuing Proposal Forms"**, is hereby deleted and replaced by the following:

2.3. Issuing Proposal Forms.

A. Requests for Proposal Forms. A potential Bidder may view, purchase, and download the plans, specifications, and other related contract documents of a specific project online at http://www.thomasrepro.com/dfs/ntta. Vendors wishing to view, purchase, and download plans and specifications online must first register with Thomas Reprographics. A list of proposed construction procurements can be found at the Authority website (www.ntta.org).

B. Non-issuance of Proposal Forms for Construction Contracts. A potential Bidder will not be eligible to submit its bid if one or more of the following apply:

1. For a proposed Contract involving federal funds, at the time of the bid opening, the Bidder is disqualified or debarred by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits.

2. For any proposed Contract, at the time of the bid opening, the Bidder is suspended or debarred by the Texas Transportation Commission or the Authority, or is prohibited from rebidding a specific proposal because of bid error or failure to enter into a Contract of the first awarded bid.

3. For any proposed Contract, at the time of the bid opening, the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or Contract is based.

Article 2.5, **"Examining Documents and Work Locations"**, is hereby supplemented by the addition of the following:

The estimate of quantities shown on the plans or in the proposal, whether based on subsurface investigations or not, are in no way warranted to indicate the true quantities or distribution of quantities.

Make direct requests in writing to the Authority for clarification of and/or explanation of the proposal, plans, special notices, Standard Specifications, Special Provisions to the Standard Specifications, Special Specifications, General Notes and Specification Data, or any other Contract Documents. Any response by the Authority to Bidders' requests will be based upon such information and knowledge available to the Authority at the time of the request; however, the Authority does not warrant the accuracy of any such response.

Article 2.6, **"Preparing the Proposal"**, is hereby supplemented by the following:

Include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion or ineligibility determination actions by an agency of the federal government, and any indictment, conviction or civil judgment involving fraud or official misconduct, each with respect to the Bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor or a position involving the administration of federal funds, and shall cover the 3 year period immediately preceding the date of the proposal.

Information adverse to the Bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration (FHWA), and may result in rejection of the bid and disqualification of the Bidder.

Article 2.7, **"Nonresponsive Proposals"**, is hereby supplemented by the following:

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the proposal or irregularities of any kind.

Section 2.8.A. **"Guaranty Check"**, is hereby amended by replacing the reference to "Texas Transportation Commission" with "North Texas Tollway Authority".

Article 2.9, **"Delivery of Proposal"**, is hereby deleted and replaced by the following:

2.9. Delivery of Proposal. Proposals shall be submitted to the location described in the official advertisement of the project. Place the completed proposal form, the certifications required under Article 2.6, the proposal guaranty, the total bid amount form, the bid price schedule, the affidavits, and other required documents as specified in the Proposal Book in a sealed envelope marked to indicate the contents. When submitting by mail, place the envelope in another sealed envelope and address as indicated in the official advertisement of the project. The mailing envelope or outermost envelope should clearly state the bid or response name and number and be addressed to the attention of the Director of Procurement Services/NTTA Letting Official. It is the Bidder's responsibility to ensure that the sealed proposal arrives at the location described in the official advertisement on or before the hour and date set for the opening. The proposal must be in the hands of the Director of Procurement Services/NTTA Letting Official by that time, regardless of the method chosen for delivery, in order to be accepted.

Article 2.14.C, **"Rounding of Unit Prices"**, is hereby deleted and replaced by the following:

C. Rounding of Unit Prices. The Authority will round off all unit bids involving fractional parts of a cent to the nearest whole cent ($0.00) 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-tenths of a cent or more will be rounded up to the next highest cent, while entries less than five-tenths of a cent will be rounded down to the next lowest cent.

Article 2.14.E, **"Consideration of Unit Prices"**, is hereby amended by deleting the first paragraph of that Article, which is hereby replaced by the following:

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 whole cent ($0.01).

Article 2.14.F, **"Consideration of Alternate Items"**, is hereby amended by deleting the first paragraph of that Article, which is hereby replaced by the following:

F. Consideration of Alternate Items. The Authority will make two calculations using one cent ($0.01) for each item if:

Article 2.15, **"Consideration of Bid Errors"**, is hereby amended by deleting the last paragraph of that Article, which is hereby replaced by the following:

Acceptance of the bid error claim will, as determined solely by the Authority, result in either:

- rejection of all bids; or
- award of the Contract to the second lowest Bidder, provided that the second lowest Bidder's unit bid prices are reasonable, as determined by the Executive Director, and the Executive Director recommends in writing the award of the Contract to the second lowest Bidder.

If the Authority elects to reject all bids, the erring Contractor will not be allowed to rebid the project when it is relet and may be subject to sanctions by the Authority.

Item 2 is hereby supplemented by the addition of the following Articles:

2.17. Child Support Order Compliance. A child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, member, or owner with an ownership interest of at least 25%, are not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan.

If the project is funded in whole or in part with state funds or by a state-funded grant or loan, by signing the Contract, the Contractor shall be deemed to:

- certify, under penalty of perjury under the laws of the State of Texas, that the sole proprietor, partner, shareholder, member, or owner of the firm is not 30 or more days delinquent in providing child support;
- acknowledge that the Authority is relying on the foregoing material representation of fact in entering into the Contract;
- agree that if it is later determined that the Contractor knowingly rendered an erroneous representation, then, in addition to other remedies available, the Authority may terminate the Contract for cause or default; and
- agree to provide immediate written notice to the Authority if at any time it learns that its representation was erroneous when submitted or has become erroneous by reason of changed circumstances.

NORTH TEXAS TOLLWAY AUTHORITY
SPECIAL PROVISION TO ITEM 3
"AWARD AND EXECUTION OF CONTRACT"

For this Contract, Item 3 of the Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 3.1, **"Award of Contract"**, is hereby deleted and replaced by the following:

3.1. Award of Contract. Within 100 days after the opening of proposals, the Authority or designated representative will award the Contract, reject all proposals, or defer awarding the Contract or rejecting all proposals for up to 210 days following the opening of proposals. The Authority reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Authority.

The award of the Contract shall occur when the Authority's Board of Directors ("Board") or a designated representative duly authorized by the Board to award Contracts accepts a Contractor's bid for a proposed Contract and authorizes the Authority to enter into the Contract.

A. Award. The Authority or designated representative will award the Contract to the lowest responsible Bidder as determined by Article 2.14, "Tabulating Bids." The Authority may award a Contract to the second lowest responsible Bidder when all of the following requirements have been met:

1. The low Bidder withdraws its bid, or the Authority determines the low Bidder materially fails to meet the Authority's qualification requirements, or the Authority rejects the low bid under Article 3.1.B, "Rejection of Low Bid," of this Special Provision.

2. The second lowest responsible Bidder's unit bid prices are reasonable as determined by the Executive Director.

3. The Executive Director recommends in writing the award of the Contract to the second lowest responsible Bidder.

B. Rejection of Low Bid. The Authority will reject the low bid and, if the same or substantially the same Contract is relet, the Bidder will not be allowed to bid on such Contract, if either:

1. The low bid is mathematically and materially unbalanced; or

2. The low bid contains a bid error that satisfies the requirements and criteria in

Article 2.15, “Consideration of Bid Errors.”

C. Rejection of All Bids. The Authority will reject all proposals if any of the following exist:

1. Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract.

2. The lowest bid is materially higher than the Authority’s estimate and the Authority determines that re-advertising for bids is likely to result in a lower bid.

3. Rejection of the Contract is in the best interest of the Authority.

D. Deferral. The Authority may defer the award of the Contract or reject any or all proposals when deferral or rejection is in the best interest of the Authority.

Article 3.3, **“Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE)”**, is hereby deleted and replaced by the following:

3.3. Disadvantaged, Minority, Women-Owned and Small Business Enterprise (D/M/W/SBE). Submit all subcontractor information in the timeframe specified when required by the proposal.

Article 3.4, **“Execution of Contract”**, is hereby amended as follows:

3.4 Execution of Contract

1. Delete the words “and Surety” in Article 3.4.A., “Contracts”; and

2. Add the following paragraphs to the end of Article 3.4.B., “Bonds”, immediately after “Table 1” thereof:

If required under the proposal, submit within 15 days after written notification of the award of the Contract an executed warranty bond with powers of attorney in the amount specified in the proposal. Furnish the warranty bond as a guaranty for the Authority for the faithful performance of all warranty obligations regarding the work.

For all federally funded projects, submit within 15 days after written notification of the award of the Contract an executed retainage bond with powers of attorney in the amount of 10% of the full amount of the Contract price. The retainage bond is to be used as a guaranty for the protection of any claimants and the Authority for overpayments, liquidated damages, and other deductions or damages owed by the Contractor in connection with the Contract.

Article 3.5, **“Failure to Enter Contract”**, is hereby deleted and replaced by the following:

3.5. Failure to Enter Contract.

A. Forfeiture of Proposal Guaranty. If the Contractor fails to comply with any of the requirements in Article 3.3, "Disadvantaged, Minority, Women-Owned and Small Business Enterprise (D/M/W/SBE)" or Article 3.4, "Execution of Contract" of this Special Provision, the proposal guaranty will become the property of the Authority, not as a penalty, but as liquidated damages. The Contractor by submitting a proposal, acknowledges and agrees that the actual amount of losses and expenses resulting from its failure to execute, file or furnish any of the foregoing items would be impossible or extremely difficult to determine, and that the liquidated damages amount represented by the proposal guaranty constitutes a fair and reasonable estimate by the parties of the amount of said losses and damages. A Bidder who forfeits its proposal guaranty in accordance with this Article 3.5, "Failure to Enter Contract" will not be considered in future proposals for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the proposal guaranty.

B. Award to Second Lowest Bidder. If the Contractor fails to comply with any of the requirements in Article 3.3 "Disadvantaged, Minority, Women-Owned and Small Business Enterprise (D/M/W/SBE)" or in Article 3.4, "Execution of Contract" of this Special Provision, the Authority may rescind the award to the lowest responsible bidder and subsequently award the Contract to the second lowest responsible Bidder when all of the following requirements have been met:

1. The second lowest responsible Bidder's unit bid prices are reasonable, as determined by the Executive Director.

2. The Executive Director recommends in writing the award of the Contract to the second lowest responsible Bidder.

If the Authority awards the Contract to the second lowest responsible bidder, the second lowest responsible bidder shall comply with all of the requirements of Article 3.3, "Disadvantaged, Minority, Women-Owned and Small Business Enterprise (D/M/W/SBE)" and Article 3.4, "Execution of Contract" of this Special Provision.

Article 3.6, **"Approval and Execution of Contract"**, is hereby deleted and replaced by the following:

3.6. Award and Execution of Contract. The Authority's award and execution of this Contract will be made or withheld pursuant to the provisions of the Regional Tollway Authority Act and the Authority's Procurement Policy. Until the Contract is fully executed, the award of the Contract confers no rights on the firm or person to whom the Contract is awarded. Without limiting the foregoing, if the Authority determines that termination of the procurement is in the best interest of the Authority or the public, then regardless of whether the award has been made, the Authority may terminate the procurement at any time before the Authority's execution of the Contract. By submitting

a bid, each Bidder waives any and all claims against the Authority for all loss, cost expense, liability, or other damages suffered by the Bidder due to the Authority's termination of the procurement before the full execution of the Contract.

Article 3.7, **"Return of Proposal Guaranty"**, is hereby deleted and replaced with the following:

3.7. Return of Proposal Guaranty. The proposal guaranty check of the two lowest Bidders will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

Item 3 is hereby supplemented by the addition of the following Articles:

3.11. Independent Contractor. Operate entirely as an independent contractor in the performance of services rendered under this Contract. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, INDEMNIFY AND SAVE HARMLESS THE AUTHORITY, ITS AGENTS, CONSULTANTS, DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY CLAIMS OR LIABILITIES ARISING IN ANY MANNER WHATSOEVER FROM THE CONTRACTOR'S NEGLIGENCE OR WRONGFUL ACTS IN PERFORMANCE OF THE CONTRACT, ALL AS MORE PARTICULARLY SET FORTH IN ITEM 7.** Confirm that all required rights of entry have been obtained and take all appropriate steps to ensure the safety of the Contractor's employees and of the public in connection with its pursuit of the services provided under this Contract. Not represent itself to any party as being an agent of the Authority, the Consulting Engineers, the Design Section Engineer, the Corridor Manager, or the Construction Manager. Nothing in this Contract is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Contractor and the Authority, the Consulting Engineers, the Design Section Engineer, the Corridor Manager, or the Construction Manager, or (2) a joint enterprise between the Contractor and the Authority, the Consulting Engineers, the Design Section Engineer, the Corridor Manager, the Construction Manager and/or any other party. Without limiting the foregoing, the purposes for which the Contractor and the Authority have entered into this Contract are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

3.12. Sole Benefit. This Contract is entered into for the sole benefit of the Authority and the Contractor and, where permitted pursuant to Article 3.9, their respective successors and assigns. Nothing in this Contract or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries, property damage or any other relief in law or equity in connection with this Contract.

3.13. Interpretation. No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any arbitrator or any court or other

governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provisions. The Authority and the Contractor are of equal bargaining position and have executed this Contract of their own free wills after consulting with competent legal counsel, and both parties are fully informed of and familiar with its terms.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 4

"SCOPE OF WORK"

For this Contract, Item 4 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 4.2, **"Changes in the Work"**, is hereby modified by the addition of the following:

Under a Contract that is not a routine maintenance Contract, if a party requests an adjustment, the following tables will control contract adjustment when a major item of the Contract is increased in excess of 125% or decreased below 75%.

Table 2
Unit Price Reduction Table

% Increase	Factor	% Increase	Factor
25-28	0.98	61	0.86
29-32	0.97	62	0.85
33-35	0.96	63	0.84
36-38	0.95	64	0.83
39-41	0.94	65	0.82
42-44	0.93	66	0.81
45-47	0.92	67	0.80
48-50	0.91	68	0.79
51-53	0.90	69	0.78
54-56	0.89	70	0.77
57-59	0.88	71	0.76
60	0.87	72 and over	0.75

Table 3
Unit Price Increase Table

% Decrease	Factor	% Decrease	Factor
25-28	1.02	61	1.14
29-32	1.03	62	1.15
33-35	1.04	63	1.16
36-38	1.05	64	1.17
39-41	1.06	65	1.18
42-44	1.07	66	1.19
45-47	1.08	67	1.20
48-50	1.09	68	1.21
51-53	1.10	69	1.22
54-56	1.11	70	1.23
57-59	1.12	71	1.24
60	1.13	72 and over	1.25

Article 4.3, **"Differing Site Conditions",** is amended by deleting the last sentence thereof, which is hereby replaced by the following:

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has notified the Engineer in writing of its intentions to make a claim for additional compensation under this Article before beginning such work, but in all events, at once whenever it has (or should have) knowledge of the condition(s) providing the basis for such claim. An assessment of damages is not required, but is desirable. If such notice is not given and the Engineer is not provided an opportunity to keep an accurate account of the actual cost of the work in question, then the Contractor waives its right to file a claim for such work, unless the circumstances are such that the Contractor could not reasonably have knowledge of the additional cost prior to the performance of the work. Notice of claim by the Contractor and the documentation of the cost of the work by the Engineer shall not be construed as proof or substantiation of the validity of said claim.

No contract adjustment will be allowed under this Article for any effects caused by unchanged work.

Article 4.4, **"Requests and Claims for Additional Compensation"**, is hereby deleted and replaced by the following:

4.4 Extension of Time. If the Work on any Critical Path item is delayed through no fault of the Contractor or its subcontractors or any entity for which it has responsibility and the Contractor has exercised reasonable efforts to recover from such delay, then the Contractor may be entitled to an extension of time within which to perform the Work. Notwithstanding anything to the contrary elsewhere in the Contract, the Contractor hereby acknowledges and agrees that in no event shall Contractor be entitled to increased costs or compensation of any kind as a result of any delay, inefficiency, disruption, hindrance, acceleration or other impediment. With respect to delays resulting from inclement weather, the Contractor shall anticipate average or usual number of inclement days when work cannot proceed and the same shall not be considered as warranting extensions of time under this Article 4.4. If, however, the Engineer determines that the Contractor is or has been delayed by conditions of weather, seasons, or flood conditions of such unusual severity as to have been unforeseeable and so as to have rendered the Contractor's timely performance pursuant to the terms of the Contract impossible, the Engineer may grant an extension of time. A request for an extension of time under this article shall be made in accordance with Article 8.11, as set forth in the Special Provision to Item 8.

Article 4.5, **"Maintenance of Traffic"**, is hereby deleted and replaced by the following:

4.5. Maintenance of Traffic. Traffic must be routed over the project during construction. A suggested sequence of work is included in the plans. Unless otherwise specified in the plans, provide, as the entire responsibility of the Contractor, for the passage of traffic in comfort and safety at all times. This shall include, but not be limited to, the proper construction, maintenance, barricading, and delineation of detours. If needed, make lane closures in accordance with Article 7.9 and as further designated in the General Notes and Specification Data, the plans, or any other Contract Documents. Maintain the work in passable condition, including proper drainage, to accommodate traffic. Provide and maintain temporary approaches and crossings of intersecting highways and streets in a safe, smooth and passable condition. Construct and maintain necessary access to adjoining property as shown in the plans or as directed. Furnish, install, and maintain traffic control devices in accordance with the Contract. The cost of maintaining traffic will be paid for in accordance with the Contract. Where construction and maintenance of detours has been provided under another contract, take responsibility for any damage to such detours and barricades caused by Contractor's own operations, and repair all such damage at its own cost and expense. Additionally, restore, at Contractor's own cost and expense, any existing streets, roadways or other facilities for public travel, as well as any privately owned property, damaged by its operation.

The Engineer will notify the Contractor if, in the opinion of the Engineer, the above requirements are not met. The Authority may perform the work necessary for compliance, but this does not change the legal responsibilities set forth in the Contract. The cost to the Authority will be deducted from money due or to become due to the Contractor.

Article 4.6, **"Final Clean Up"**, is hereby deleted and replaced by the following:

4.6. Final Clean Up. Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition and free from any hazards which may have resulted from the Contractor's activities. This work will not be paid for directly but will be considered subsidiary to Items of the Contract.

Except as otherwise provided in the General Notes with regard to temporary shoring material, remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

If the Contractor's operations have resulted in damage to sodded areas within the right-of-way, outside or beyond the work area, resod such areas at the Contractor's expense in accordance with the applicable requirements of Item 162, "Sodding for Erosion Control".

Item 4 is hereby supplemented by the addition of the following Articles:

4.7. Removal and Disposal of Structures and Obstructions. Remove all fences, buildings, and structures of any character not necessary to the prosecution of the work or other obstructions upon or within the limits of the right-of-way and dispose of them as directed by the Engineer and in all events, in accordance with all applicable laws. Unless otherwise provided in this Contract, perform the removal and disposal of such structures and obstructions at the Contractor's own expense. Such removal and disposal shall be considered subsidiary to other items of this Contract.

4.8. Work and Storage Areas. The Contractor will be permitted to use the existing right-of-way as a work and storage area provided such use does not interfere in any way with the prosecution of the project, the operations of other contractors or the operation of any public thoroughfare. Obtain preapproval by the Authority for any area the Contractor wishes to designate and use as a work and/or storage area. Restore

any site utilized for Contractor's operations, either on the right-of-way or on other public or private property, to the condition existing at the time work on the project began, at Contractor's sole expense, prior to termination of this Contract. Secure a release from the owner of private property so used before final payment is made under this Contract.

4.9. Work Under Separate Contracts. During installation, of the work, construction activities by several contractors and public utility companies may be underway within the limits of the project in which the Contractor shall perform the work under this Contract and/or areas adjacent thereto. These other contractors and public utility companies will be utilizing rights-of-way, easements, streets, and/or service roads through, in, and across the limits of this Contract. Conduct operations so as not to interfere with the work of the aforementioned parties. Coordination of efforts and cooperation among the various contractors performing work on the entire project is a requirement of the Contractor under this Contract. Should a difference of opinion arise as to the rights of the Contractor and of others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work, and his decision shall be final and binding upon the Contractor.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 5

"CONTROL OF THE WORK"

For this Contract, Item 5 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 5.2, **"Plans and Working Drawings"**, is hereby supplemented by the addition of the following:

Working drawings, shop fabrication plans or drawings, and those other submittals required by each item of these specifications shall be submitted according to the following procedure:

A. Initial Submission. For the initial submittal, submit 2 copies of the drawings or data to the Consulting Engineers for review.

B. Returns for Corrections. The Consulting Engineers will return 1 copy of the drawings or data to the Contractor for corrections, if necessary.

C. Resubmission. Resubmit 2 copies of the corrected drawings or data to the Consulting Engineers for further review.

D. Repeat Until Approved The above procedure will be repeated until the Contractor receives 1 copy marked "Approved".

E. Additional Approved Copies. Then send 5 copies, plus those additional copies needed for Contractor's own use, to the Consulting Engineers. These copies will be marked "Approved" and distributed. For drawings or data that affect outside fabrication, such as precast concrete and structural steel elements, 2 additional copies are required.

F. Transmittal Letters to Authority. Send a copy of each letter of transmittal to the Authority upon each submittal to the Consulting Engineers.

G. Coordination and Timing of Submissions. Prepare and transmit each submittal to the Consulting Engineers sufficiently in advance of performing related work or other applicable activities, so the construction will not be delayed or improperly sequenced by processing time, allowing for non-approval and resubmittal (if required). Coordinate each submittal with other activities. No extension of time will be authorized

because of the Contractor's failure to transmit submittals to the Consulting Engineers sufficiently in advance of the work.

Working drawings shall be considered to be those plans required to fully inform the Engineer of construction methods the Contractor proposes to use in prosecution of the work. Shop fabrication plans or drawings or shop details shall be considered to be those plans necessary to facilitate the off-site casting of precast concrete elements or the shop fabrication, assembly, and erection of structural steel and other metalwork requiring shop fabrication before final construction. Prepare and submit shop fabrication plans or drawings and working drawings as required by the pertinent Items of the General Notes and Specification Data, Standard Specifications, Special Provisions, and Special Specifications.

In general, prepare working drawings for the retaining walls, temporary shoring of embankments, trench excavation protection, and for all features of construction for which the plans and the specifications permit a choice and selection by the Contractor. Design calculations are a requirement of this submittal.

Prepare all working drawings on standard sheets 11"x17". The margin at the left edge shall be 1 inch wide and all others 1/4 inch wide. Each sheet shall have a title in the lower right-hand corner and shall show the sheet numbering, name of the Contractor, the Authority's contract number, name(s) of the applicable County or Counties and name of supplier or subcontractor, if applicable.

The review and approval of shop drawings by the Consulting Engineers is limited to a determination of whether or not the shop drawings conform to the design concept and the requirements of this Contract, and does not extend to information not called for in this Contract.

For substructure and general construction, working drawings shall show in detail or by written description the methods and structures selected by the Contractor in sufficient detail so that their strengths, adequacies, and sufficiencies and their conformity to the permanent structure in the plans and the specifications can be checked or verified. Design calculations are a requirement of this submittal.

For reinforcing steel, working drawings shall be complete diagrams to supplement the reinforcing details shown on the plans, including any special features or variations from details shown, or to serve the Contractor's convenience; and bar lists shall include diagrams for the bending of each bar not to be used straight. Only changes or supplements to plan details will require working drawing submittals.

Tracings of all working drawings and shop fabrication plans or drawings shall have a suitable enclosure block in which is indicated the approval date and also space for similar approval dates of any revisions. After approval of working drawings and shop fabrication plans or drawings by the Consulting Engineers, no changes shall be made

without resubmission, and all changes or revisions later made shall be clearly marked and dated, and prints of drawings shall not be issued for use until after the drawing has been approved and the date of approval is noted on the tracing as stated. No work shall be done until the drawings have been approved.

In addition to the above-described working drawings and shop fabrication plans or drawings, samples, material and product certifications, and catalog cuts and brochure submittals on material, equipment, and fixtures shall be furnished to the Consulting Engineers prior to the Contractor's placing firm orders for same. Submittals shall conform to the requirements of the various trade specifications. Submittals shall show dimensions, performance characteristics and capacities, wiring diagrams, controls, schedules, and other information pertinent to the performance, construction, and durability of the item.

Prior to making a submittal, check, and cause each fabricator/subcontractor to check, all working drawings, shop fabrication plans or drawings, and material, equipment, and fixture vendor submittals to satisfy Contractor and each such fabricator/subcontractor as to the appropriateness of their application and for conformance with the plans and the specifications. Any item submitted that differs from the plans and the specifications shall be so indicated by the Contractor. Obtain and distribute submittals, as necessary, after, as well as before, final approval.

Stamp, initial, and date, and cause such fabricator/subcontractor to stamp, initial and date, each document transmitted to indicate Contractor's and such fabricator's/subcontractor's approval of the submittal. Submittals which are incomplete or indicate no attempt at conformance with this Contract will not be reviewed. Samples of materials submitted will not be returned unless the Contractor makes special arrangements for transportation.

The review of catalog cuts, brochures, and other submittals by the Consulting Engineers shall not relieve the Contractor of the responsibility for conflicts in this Contract, the plans or the specifications, unless the Contractor has, in writing, called the attention of the Consulting Engineers to such deviations at the time of the submission; nor shall it relieve the Contractor from responsibility for errors or omissions in such items that it submits for review. Review of the catalog cuts, brochures, and other submittals indicates only the acceptance of the manufacturer and quality, and assumes that the specific requirements and arrangements are in compliance with the intent of the plans and the specifications. Furnish, install, and prove in operation all mechanical and electrical devices, with the associated controls for each, to be in conformance with the intent of these Specifications and to provide satisfactory operating systems.

The Authority will not be liable for any expense by the Contractor for materials purchased, labor performed or delay of the work prior to approval of required submittals.

When approval of a change to the fabrication and shop drawings, erection and other working drawings, samples, material and product certifications, and/or catalog cuts and brochure submittals is requested by the Contractor, obtain such approval from the Consulting Engineers in writing before proceeding with said change. Submit an adequate number of copies of the documentation pertaining to any such change to the Consulting Engineers.

Payment for all working drawings, shop drawings, and miscellaneous submittals, for revisions thereof, and for copies furnished shall be subsidiary to the related items of the proposal.

Article 5.3, **"Conformity with Plans, Specifications and Special Provisions"** is hereby deleted and replaced by the following:

5.3. Conformity with Plans, Specifications, and Special Provisions. Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work not included in the plans without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Authority will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control. When work fails to meet Contract requirements, remove and replace all defective work in an acceptable manner to the Engineer at no additional cost. The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

Article 5.4, **"Coordination of Plans, Specifications and Special Provisions"**, the first sentence is hereby deleted and replaced by the following:

The specifications, accompanying plans (including additional plans for non-site-specific work), Special Provisions, General Notes and Specification Data, Special Specifications, and supplemental agreements or change orders are intended to work together and be interpreted as a whole.

Article 5.5, **"Cooperation of Contractor"**, is hereby supplemented by the addition of the following:

E. Removal of Superintendent. The Engineer shall have the right to have the Superintendent furnished by the Contractor removed pursuant to this Article if, in the

Engineer's sole judgment, such Superintendent is not fulfilling his obligations under this Article and/or under this Contract, including, but not limited to, said Superintendent's failure or inability to properly interpret and implement the plans and the specifications, to effectively expedite the work and supervise all employees utilized in connection therewith, to ensure adequate communication with, and a minimum inconvenience to, the public, or to cooperate with utilities, railroads, other contractors or agencies working on the project. Failure of the Contractor to replace its Superintendent when requested by the Engineer shall be cause for the Authority to withhold progress payments.

Article 5.6, **"Construction Surveying"**, is hereby deleted and replaced by the following:

5.6. Construction Surveying. Construct the work to the position and elevations as set out on the plans and approved changes. Provide a qualified and experienced force, acceptable to the Engineer, to establish all lines and levels, to furnish and set all construction stakes, and to perform other required survey work.

The Engineer will furnish horizontal and vertical control points, such as baseline points of intersection and bench marks, as shown on the plans.

Establish all auxiliary survey control points necessary for construction.

If there is any discrepancy between the survey and the plans, notify the Engineer and do not proceed with work affected by such discrepancy until Contractor has received instructions from the Engineer.

Reestablish all survey control points and right-of-way monuments before completion of the project. The reestablishment of survey control points and right-of-way monuments shall be by a Texas registered professional land surveyor.

The Engineer may, at its option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the Contractor's survey work. These checks, however, will not relieve the Contractor of its responsibility for constructing the work to the positions and elevations as shown on the plans.

Preserve all control points established by the Engineer and if, in the opinion of the Engineer, any of the stakes or bench marks have been carelessly or willfully destroyed or disturbed by the Contractor, replace the stakes or bench marks or the cost of replacement will be charged against the Contractor and deducted from any monies due or to become due the Contractor.

No specific payment shall be made for the work required in this Article or for any rework or restaking for whatever reason, but the cost of all labor, equipment, targets, towers, stakes and other supplies necessary to perform the work shall be subsidiary to and included in the bid for the various items required by the plans and this Contract.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 6

"CONTROL OF MATERIALS"

For this Contract, Item 6 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 6.2, **"Material Quality"**, is supplemented by the addition of the following:

If it is found that previously approved sources of supply do not produce uniform and/or otherwise satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other approved sources.

Article 6.4, **"Sampling, Testing, and Inspection"**, is hereby deleted and replaced by the following:

6.4. Sampling, Testing, and Inspection. Inspections and tests of equipment and materials to be incorporated in the work shall be required by the Authority from time to time during the progress of the work to assure that the equipment and materials meet specified requirements. In addition, certain tests may be required by codes, ordinances or plan approval authorities or may be desired exclusively for the Contractor's convenience.

All inspections and tests will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials and TxDOT. The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern.

Design, sampling, and testing, including professional quality control efforts in general, will be performed by engineering testing laboratories. Such services will be at the direction and expense of the Authority. As an exception to the above requirement, furnish a professional testing laboratory, other than that retained by the Authority, to develop all Portland cement concrete and hot mix asphaltic concrete designs, and prepare and analyze trial and hot bin batches of the different designs as appropriate, as directed by the Engineer, entirely at the Contractor's own cost and expense. When requested, furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials to be used in the work.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing

outside the contiguous 48 United States, reimburse the Department for inspection expenses.

When tests are required, other than those made in the laboratory, for the purpose of control in the manufacture of a construction item, furnish such facilities and equipment as may be necessary to perform the tests and inspection and be responsible for calibration of all test equipment required.

Determine, by advance discussion with the Engineer, the time required for the engineering testing laboratory to perform Contractor's tests and to issue each of its findings. Allow time for such sampling and reporting activities within its construction schedule. When changes of construction schedules are necessary during construction, coordinate all such changes of schedule with the engineering testing laboratory, as required.

Representatives of engineering testing laboratories shall have access to the work and to all mixing plants, fabricating shops, and other locations where items proposed for the work are being prepared in order that the laboratories may properly perform their functions.

Do not allow or cause any work performed or installed to be covered up or enclosed prior to all required inspections, tests, and approvals. Should any work be enclosed or covered up before it has been approved, uncover all such work. After work has been completely inspected, tested, and approved, make all repairs necessary to restore the work to the condition in which it was found at the time of uncovering.

The engineering testing laboratories will provide all personnel and sampling equipment, take all samples and specimens, and deliver all samples and specimens to the laboratories for testing.

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay to progress of the work.

The Authority will pay for all initial testing services requested by the Engineer. When Engineer-requested initial tests indicate noncompliance with this Contract, the costs of all subsequent retesting occasioned by the noncompliance will be deducted by the Authority from the sums due the Contractor. Inspections and tests required by codes or ordinances, or by a plan approval authority, shall be the responsibility of, and be paid for by, the Contractor unless otherwise provided for in this Contract. Inspections and tests for the Contractor's convenience shall be the sole responsibility of the Contractor.

Incorporate into the work only material that has been inspected and tested by or on behalf of the Authority and has been accepted by the Authority. Remove, at the

Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Article 6.7, **"Department-furnished Material"**, is hereby deleted and replaced by the following:

Article 6.7. Furnished Equipment and Materials. The Authority and others will supply certain structural elements, items of equipment and materials as shown on the plans. The cost of handling and placing such items supplied by the Authority and others will not be paid for directly but is subsidiary to the Item in which or for which they are used. Assume responsibility for structural elements, equipment and materials upon receipt.

All equipment and materials not provided by the Authority, or others, shall be new and the use of used or secondhand equipment and materials of any kind will not be permitted.

Article 6.8, **"Use of Materials Found on the Right of Way"**, is hereby deleted and replaced by the following:

Article 6.8. Use of materials Found on the Right of Way. With the approval of the Engineer, material found in the excavation areas and meeting the Department's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used. Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specified location (PSL), replace the removed material with suitable material at no cost to the Department as directed.

Article 6.10, **"Hazardous Materials"**, is hereby deleted and replaced by the following:

Article 6.10. Hazardous Materials. All known areas containing Hazardous Materials are identified in the plans. The Contractor shall follow the procedures set forth in the Contract for all excavation activities. For hazardous materials found on sites owned or controlled by the Authority and designated in the plans, Contractor will be reimbursed in accordance with Contract bid items.

For hazardous materials found on sites owned and controlled by the Authority and not designated in the plans, notify the Engineer immediately when a visual observation or odor indicates that Hazardous Materials may be present on property owned or controlled by the Authority. The Authority is responsible for testing and defining required procedures for removal of such Hazardous Materials not introduced by the Contractor. When the Contractor assumes responsibility for removal and disposal of the Hazardous Materials not identified in the plans and not resulting from Contractor's own release of hazardous materials, the Contractor shall be compensated in accordance with Article 9.5, "Force Account" for such removal and disposal. The Engineer may suspend the work wholly or in part during the testing, removal, or disposition of Hazardous Materials on sites owned or controlled by the Authority.

The testing, removal and disposition of Hazardous Materials introduced onto work locations by the Contractor will be at the Contractor's sole expense. When Hazardous Materials are introduced onto work locations by the Contractor, working day charges will not be suspended and extensions of working days will not be granted.

Notwithstanding the foregoing, the Contractor shall remove and dispose of capacitors in any existing luminaires in the project area in accordance with federal, state and local regulations.

Item 6 is hereby supplemented by the addition of the following Articles:

6.12. Product Options. Certain items of equipment and materials to be used in this project have been specified as the product of a manufacturer for convenience and to establish a standard of quality. When so specified, one of the following methods has been used:

A. No Substitutions. If a material is specified by the manufacturer's name, and no mention is made of "equal to" and no other manufacturer is mentioned, then no substitutions will be considered.

B. Multiple Manufacturers Named. If a material is specified by the manufacturer's name and several manufacturers are listed, any of those mentioned will be considered as acceptable. Space requirements and details are designed to fit with this product. It shall be the responsibility of the Contractor to verify that the product it proposes to use meets all space and detail requirements.

C. "Equal to" Products. If a material is specified stating "equal to" a manufacturer's product, then similar products of equal quality will be considered. Submit proof, if required, of the alternate product's characteristics which substantiate its equivalency to the product specified.

6.13. Substitutions. Subject to Article 6.12, the use of alternate equipment and materials will be permitted, provided that the alternate items are equal to that specified

and the Engineer grants approval of such substitutions. Approval of alternate equipment and materials will not be given prior to award of this Contract. Approval by the Engineer of any specific item of equipment or material shall in no way relieve the Contractor of the responsibility for the satisfactory performance of equipment and materials meeting the intent of the specifications.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 7

"LEGAL RELATIONS AND RESPONSIBILITIES"

Contract No.: 03368-NTT-00-CN-MA
Highway: President George Bush Turnpike **Section:** 1-5
County: Dallas, Denton, and Collin

For this Contract, Item 7 of the Texas Standard Specification is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 7.1, **"Laws to be Observed"**, is hereby deleted and replaced by the following:

7.1. Laws to be Observed. Comply with all federal, state, and local laws, ordinances, and regulations applicable to the work. **INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION BY THE CONTRACTOR OF ANY LAW, ORDINANCE, OR REGULATION APPLICABLE TO THE WORK.** This Contract is between the Authority and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

Article 7.2, **"Permits, Licenses, and Taxes"**, is hereby deleted and replaced by the following:

7.2. Permits, Licenses, and Taxes. As required by applicable law, procure all permits and licenses and pay all charges, fees, and taxes pertaining to the work and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Authority and as specified in Article 7.19, "Preservation of Cultural and Natural Resources and the Environment."

Article 7.4, **"Insurance and Bonds"**, is hereby deleted and replaced by the following:

7.4. Insurance and Bonds. Do not commence work under the Contract until furnishing the Authority with satisfactory proof that Contractor has provided insurance of such character and in such amounts as set forth below. Submit complete policies or certificates evidencing the policy coverages and stipulations. Certificate submittals shall be provided on forms adopted by the Association for Cooperative Research and Development (ACORD).

Purchase and maintain in full force and effect until completion of the work and the expiration of the applicable Texas statute of limitations such insurance as will cover the obligations and liabilities of Contractor and its agents, employees, and subcontractors which may arise from operations under this Contract. All such insurance shall be written with companies having an A.M. Best Financial Strength Rating of **A-** or better, and be in a Financial Size Category of X or greater. All policies shall be on Occurrence Forms. Claims Made Policy Forms are not acceptable. All companies must be acceptable to the Authority.

Each of the required policies (A), (B), and (C) listed below shall be endorsed to reflect a "Waiver of Subrogation" in favor of the Authority.

Until the expiration of the applicable Texas statute of limitations, secure and maintain, in Contractor's own name, the following:

A. Workers' Compensation in compliance with the laws of the State of Texas and Employer's Liability insurance with minimum limits of:

$ 500,000 Each Accident

$ 500,000 Disease Policy Limit

$ 500,000 Disease Each Employee

B. Commercial General Liability Insurance on a per project basis covering the Contractor with minimum limits of:

2004 ISO, CGL or Equivalent Limits for Bodily Injury and/or Property Damage:

$ 1,000,000 General Aggregate

$ 1,000,000 Products and Completed Operations Aggregate

$ 1,000,000 Personal and Advertising Injury

$ 1,000,000 Each Occurrence

$ 50,000 Fire Damage

The policy must have Endorsement CG-25-03 (Amendment - Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

X Required for this Contract ___**Not required for this Contract**

The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverages. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

_X_ Required for this Contract ___Not required for this Contract

C. Business Auto Liability Insurance with minimum limits of $ _1,000,000.00 Combined Single Limit for Bodily Injury and/or Property Damage, including Owned, Hired and Non-Ownership Liability Coverage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered, and shall not exclude from the coverage of the policy any vehicle to be used in connection with the work.

_X_ Required for this Contract ___Not required for this Contract

D. Umbrella Liability with minimum limits of $ _1,000,000.00 per occurrence and in the aggregate annually, as applicable, within the underlying policies. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

_X_ Required for this Contract ___Not required for this Contract

E. Builders Risk Insurance shall be secured and maintained by the Contractor, at the Contractor's expense, and kept in full effect until final acceptance by the NTTA. The Contractor shall be financially responsible for any deductible applied to losses under such Builder's Risk policy. Coverage shall include "all risks" including loss or damage by fire, lightning, windstorm, flood, earthquake, hail, explosion, riot, riot attending a strike, civil commotion, terrorism, aircraft, vehicles, smoke, vandalism, malicious mischief, theft, and other such risks as are now or hereafter included in the uniform standard extended coverage endorsement in common use or otherwise customarily insured for similar structures in the geographic area of the Project. The minimum amount of coverage to be carried shall be in an amount equal to **35 percent** of the full amount payable to the Contractor under the Contract, and shall be increased to reflect all change orders (if any) that increase the amount payable to the Contractor, but shall not be reduced as a result of any reductive change orders. Costs of repair for damage are not reimbursable by the Authority in accordance with this Special Provision.

__ Required for this Contract _X__Not required for this Contract

F. Railroad Protective Liability. If any of the work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements of NORTH TEXAS TOLLWAY AUTHORITY - SPECIAL PROVISION - IMPORTANT NOTICE TO CONTRACTORS - "RAILROAD CONSTRUCTION AND INSURANCE REQUIREMENTS," which is a part of the contract, including, but not limited to, the insurance requirements thereof.

__ Required for this Contract _X__ Not required for this Contract

The **Authority, the Consulting Engineers, and the Construction Manager** shall be included as Additional Insureds by endorsement to all policies issued required under this Article other than Workers' Compensation insurance policies.

G. Insurance for any Subcontractor hired to work on this Contract will be the responsibility of the Primary Contractor and may be addressed by one of the following options:

1. **Option 1:** The Contractor shall secure and maintain, until the expiration of the applicable Texas statute of limitations, Certificates of Insurance from all subcontractors, evidencing the proper types of insurance coverages for the work to be performed by the Subcontractor. The Contractor shall also ensure that the Subcontractor's required insurance coverages are in amounts sufficient to cover the type of work assigned to the subcontractor; or

2. **Option 2:** The Contractor shall take responsibility for the subcontractor's insurance coverage by including the subcontractor as an additional insured under their required insurance coverages.

Insurance Certificates of subcontractors and sub-subcontractors will be maintained by the Contractor for the duration of the project.

H. Insurance During Warranty Period. If one or more Warranty Bonds are required by this Contract, the Contractor shall secure and maintain, in its own name, proof of Workers' Compensation/Employer's Liability insurance, Commercial General Liability insurance, Business Auto Liability insurance, and Umbrella Liability insurance during the duration of all warranty work covered by such Warranty Bonds. The Contractor shall not commence any warranty work until it has furnished the Authority with satisfactory proof that it has provided insurance of such character and in such amounts as set forth below. The requirements for such liability insurance policies are same as stated above in paragraphs 7.4.A, 7.4.B, 7.4.C and 7.4.D except for the coverage amounts, which are as follows:

Each of the required policies (1), (2), and (3) listed below shall be endorsed to reflect a "Waiver of Subrogation" in favor of the Authority.

1. **Workers' Compensation/Employer's Liability Insurance** with minimum limits of:

   $ _500,000___ Each Accident

   $ _500,000___ Disease Policy Limit

   $ _500,000___ Disease Each Employee

2. **Commercial General Liability Insurance** with minimum limits of:

   2004 ISO, CGL or Equivalent Limits for Bodily Injury and/or Property Damage:

   $ _1,000,000___ General Aggregate

   $ _1,000,000___ Products and Completed Operations Aggregate

   $ _1,000,000___ Personal and Advertising Injury

   $ _1,000,000___ Each Occurrence

   $ ___50,000___ Fire Damage

   The policy must have Endorsement CG-25-03 (Amendment - Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

   _X_ **Required for this Contract** ___**Not required for this Contract**

   The Commercial General Liability Insurance policies shall provide "X", "C", and "U" coverage's. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

   _X_ **Required for this Contract** ___**Not required for this Contract**

3. **Business Auto Liability Insurance** with minimum limits of $1,000,000 .00 Combined Single Limit for Bodily Injury and/or Property Damage, including Owned, Hired and Non-Ownership Liability Coverage.

   _X_ **Required for this Contract** ___**Not required for this Contract**

4. **Umbrella Liability** with minimum limits of $ _1,000,000.00 per occurrence and in the aggregate annually, as applicable, within the underlying policies. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

   _X_ Required for this Contract ___Not required for this Contract

Liability insurance coverages during warranty periods shall continue only during the period when the Contractor is performing warranty work.

Additional Insured during warranty period must name the same entities as listed in this Contract.

If the warranty work is within the limits of the railroad right-of-way, the insurance requirements of the railroad must also be provided during the period the Contractor is performing the warranty work.

___ Required for this Contract _X__ Not required for this Contract

The insurance carrier shall include in each of the insurance policies required under this Article the following statements:

"This policy shall not be canceled or materially changed nor non-renewed during the period of coverage without at least thirty (30) days' written prior notice to the North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, Attention: Insurance Coordinator".

The Contractor shall be responsible for any deductible stated in any policy required under the Contract.

Carry the insurance specified above until all work required to be performed under the terms of this Contract is satisfactorily completed, as evidenced by the formal acceptance thereof and final payment of all amounts owed the Contractor by the Authority, or provide, prior to the end of coverage, a new Certificate of Insurance. If, for any reason, the required insurance coverage is not kept in force, stop all work until acceptable documentation is provided to the Authority. Notify the Authority, in writing, by certified mail or hand delivery of any material change in the insurance coverage of the Contractor or any subcontractor or sub-subcontractor within 10 days of such change.

On all policies, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished.

Neither the approval by the Authority of any insurance supplied by a Contractor nor the failure to disapprove that insurance shall relieve the Contractor from full responsibility for any liability as set forth herein.

No special payments shall be made for any insurance that the Contractor may be required to carry, but all costs thereof shall be included in the price bid for the various items included in the proposal. Bidders shall determine all the kinds and cost of insurance that may be required before submitting their bids and shall submit acceptable evidence of same to the Authority pursuant to the provisions of Article 3.4, "Execution of Contract".

The Contractor hereby waives any and every claim which arises or may arise in its favor against the Authority, the Engineer, the Construction Manager, the Section Engineer, and the Consulting Engineers and their respective owners, directors, officers, employees, consultants, contractors, and agents pursuant to this Contract which is covered, in whole or in part, by insurance provided or to be provided pursuant to the terms hereof. Such waiver shall be in addition to, and not limitation of, any other waiver or release contained in this Contract. Inasmuch as such waiver shall preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), the Contractor hereby agrees immediately to give to each insurance company which has issued policies of insurance pursuant hereto written notice of the terms of such waiver and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waiver.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the State. The substitute Surety must be authorized by the laws of the State and acceptable to the Authority. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

Article 7.7, **"Public Safety and Convenience"**, is hereby supplemented by the addition of the following:

Avoid to the greatest extent practicable the operation of heavy construction equipment over adjacent streets. If such operation is unavoidable, take care to prevent the creation of any nuisance, including, but not limited to, the tracking of dirt, the blowing of dust, and/or the dropping of debris from uncovered loads.

Article 7.12, **"Responsibility for Damage Claims"**, is hereby deleted and replaced by the addition of the following:

7.12 Responsibility for Damage Claims. INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURY OR DAMAGE TO ANY PERSON OR PROPERTY DUE TO THE CONTRACTOR'S NEGLIGENCE IN THE PERFORMANCE OF THE WORK, ONGOING OR COMPLETED, AND FROM ANY CLAIMS ARISING OR AMOUNTS RECOVERED UNDER ANY LAWS, INCLUDING, WITHOUT LIMITATION, WORKERS' COMPENSATION AND THE TEXAS TORT CLAIMS ACT. INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND EMPLOYEES AND ASSUME RESPONSIBILITY FOR ALL DAMAGES AND INJURY TO PROPERTY OF ANY CHARACTER OCCURRING DURING THE PROSECUTION OF THE WORK RESULTING FROM ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT ON THE CONTRACTOR'S PART IN THE MANNER OR METHOD OF EXECUTING THE WORK; FROM FAILURE TO PROPERLY EXECUTE THE WORK; OR FROM DEFECTIVE WORK OR MATERIAL.

TO THE EXTENT A CLAIM ARISING OUT OF AN INJURY TO THE CONTRACTOR'S EMPLOYEE IS COVERED BY THE WORKER'S COMPENSATION AND/OR EMPLOYERS' LIABILITY INSURANCE THAT THE CONTRACTOR IS REQUIRED TO CARRY UNDER THIS CONTRACT AND/OR APPLICABLE LAW ("CONTRACTOR'S EMPLOYEE INSURANCE"), OR IF CONTRACTOR DOES NOT ACTUALLY MAINTAIN CONTRACTOR'S EMPLOYEE INSURANCE, TO THE EXTENT THE CLAIM WOULD HAVE BEEN COVERED BY REQUIRED CONTRACTOR'S EMPLOYEE INSURANCE, THEN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE CONTRACTOR'S INDEMNITY AGAINST A CLAIM ARISING, OR ALLEGED TO ARISE, OUT OF AN INJURY TO AN EMPLOYEE OF THE CONTRACTOR WILL NOT BE AFFECTED BY THE ACTIVE OR PASSIVE ORDINARY NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARATIVE ORDINARY NEGLIGENCE OF THE AUTHORITY, WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON THE AUTHORITY.

PIPELINES AND OTHER UNDERGROUND INSTALLATIONS THAT MAY OR MAY NOT BE SHOWN ON THE PLANS MAY BE LOCATED WITHIN THE RIGHT OF WAY. PRIOR TO COMMENCING THE WORK, CONDUCT AN INVESTIGATION FOR THE LOCATION OF UTILITIES. INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND EMPLOYEES FROM ANY SUITS OR CLAIMS RESULTING FROM DAMAGE BY THE CONTRACTOR'S OPERATIONS TO ANY PIPELINE OR UNDERGROUND INSTALLATION. AT THE PRECONSTRUCTION CONFERENCE, SUBMIT THE SCHEDULED SEQUENCE OF WORK TO THE RESPECTIVE UTILITY OWNERS SO THAT THEY MAY COORDINATE AND SCHEDULE ADJUSTMENTS OF THEIR UTILITIES THAT CONFLICT WITH THE PROPOSED WORK.

IF THE CONTRACTOR ASSERTS ANY CLAIM OR BRINGS ANY TYPE OF LEGAL ACTION (INCLUDING AN ORIGINAL ACTION, THIRD-PARTY ACTION, OR CROSS-CLAIM) AGAINST ANY OFFICER, DIRECTOR, AGENT, CONSULTANT OR EMPLOYEE OF THE AUTHORITY FOR ANY CAUSE OF ACTION OR CLAIM FOR ALLEGED NEGLIGENCE ARISING FROM THE CONTRACT, THE CONTRACTOR WILL BE INELIGIBLE TO BID ON ANY PROPOSED CONTRACT WITH THE AUTHORITY DURING THE PENDENCY OF THE CLAIM OR LEGAL ACTION.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE INDEMNIFICATION PROVIDED BY CONTRACTOR UNDER THIS ARTICLE 7.12 SHALL EXPRESSLY INCLUDE INDEMNIFICATION OF THE INDEMNIFIED PERSONS AGAINST THEIR OWN NEGLIGENCE WITH RESPECT TO ANY OF THE MATTERS COVERED HEREBY.

Article 7.13, "**Responsibility for Hazardous Materials"**, is hereby deleted and replaced by the addition of the following:

7.13. Responsibility for Hazardous Materials. INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES) (COLLECTIVELY, "LIABILITIES"), FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH ARISE FROM THE GENERATION, STORAGE, HANDLING, TREATMENT, TRANSPORTATION, OR DISPOSITION OF HAZARDOUS MATERIALS BY THE CONTRACTOR, <u>INCLUDING, WITHOUT LIMITATION, ANY AND ALL LIABILITIES WHICH RESULT FROM THE INDEMNIFIED PERSON'S OWN NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) AND/OR STRICT LIABILITY, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW</u>.

For the purposes of the indemnity provisions hereof, any acts or omissions of Contractor, or by any employees, agents, assignees, consultants, or subcontractors of Contractor, or others acting for or on behalf of Contractor, shall, whether or not they are negligent, intentional, willful, or unlawful, be strictly attributable to Contractor.

Article 7.14, **"Contractor's Responsibility for Work"**, is hereby deleted and replaced by the following:

7.14 Contractor's Responsibility for Work. Until final acceptance of the work under the Contract, have responsibility for the work, including responsibility for maintenance of the work, and the charge and care thereof, take every precaution against injury or damage to any part of the work by the action of the elements or by any

other cause, whether arising from the execution or from the non-execution of the work or otherwise. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance or a waiver of any of the provisions of this Contract.

Until final acceptance of the work by the Engineer, maintain the project in good condition, including, but not limited to, the roadway. Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Costs of repair for damage to existing facilities or work caused by Contractor operations shall be at the Contractor's expense. Costs of repair for damage that was not due to the Contractor's operations (including, but not limited to, loss or damage by fire, lightning, windstorm, flood, earthquake, hail, hurricane, tornado, and other such cataclysmic phenomena of nature, explosion, riot, riot attending a strike, civil commotion, terrorism, aircraft, vehicles, smoke, vandalism, malicious mischief, theft, and other such risks) will not be paid for except as provided below. In the case of suspension of the work for any cause, be responsible for the preservation of all materials and construction previously performed by Contractor.

A. Reimbursable Repair. The Contractor will be reimbursed for its costs to repair damage:

- solely and directly caused by acts of the Authority or its contractors other than the Contractor; or
- to crash-cushion attenuators and guardrail end treatments.

B. Appurtenances. Except for crash-cushion attenuators and guardrail end treatments listed in Section 7.14.A, 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.

C. Roadways and Structures. Until final acceptance, the Contractor will remain responsible for all work constructed under the Contract. The Authority will not reimburse the Contractor for repair work to new construction, unless the failure or damage is within the items listed in Section 7.14.A, "Reimbursable Repair." The Authority will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations. Existing roadways and structures do not include any work under the Contract.

D. Detours. The Contractor will be responsible for the cost of maintenance of

detours constructed under the Contract, unless the failure or damage is within the items listed in Section 7.14.A, “Reimbursable Repair.” The Engineer may consider failures beyond the Contractor’s control when determining reimbursement for repairs to detours constructed. The Authority will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

E. Relief from Maintenance. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this Article. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

1. **Isolated Work Locations.** For isolated work locations, when all work is completed, including work for Article 4.6, “Final Clean Up,” the Engineer may relieve the Contractor from responsibility for maintenance.

2. **Work Except for Vegetative Establishment and Test Periods.** When all work for all or isolated work locations has been completed, including work for Article 4.6, “Final Clean Up,” with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

3. **Work Suspension.** When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

F. Basis of Payment. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent Items or Article 4.2, “Changes in the Work.”

Article 7.15, **Electrical Requirements, Section A. Definitions, Section 3. Certified Person** is hereby deleted 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 Engineer. Submit a current and valid TRF certification upon request. On June 1, 2011, Texas Engineering Extension Service (TEEX) certifications for “TxDOT Electrical Systems” course will no longer be accepted. All TRF 450 certifications that have been issued for “TxDOT Roadway Illumination and Electrical Installations” course that expire before June 1, 2011 will be accepted until June 1, 2011.

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

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

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

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

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

Article 7.17, **"Personal Liability of Public Officials"**, is hereby deleted and replaced by the following:

7.17. Personal Liability. In carrying out the provisions of this Contract or in exercising any power or authority granted hereunder, there shall be no liability for the Engineer, Consulting Engineer, or the Construction Manager or their respective authorized assistants, either personally or otherwise, in their capacity as agents and representatives of the Authority, and there shall be no liability, either personal or otherwise, for any member of the Board of Directors of the Authority or any of the Authority's officers, employees, agents or consultants.

Article 7.19, **"Preservation of Cultural and Natural Resources and the Environment"** is hereby amended by deleting Section F, "Project-Specific Locations" thereof, which is replaced by the following:

F. Project-Specific Locations. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance by Contractor and all subcontractors and suppliers with all applicable laws, rules, and regulations pertaining to the preservation of cultural

resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed in the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within TxDOT right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Article 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

Article 7.19. **"Preservation of Cultural and Natural Resources and the Environment"** is further 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 Authority 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 Authority'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 Authority retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

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

7.20. Contractor's Responsibility for Safety. In accordance with generally accepted construction practices, be solely and completely responsible for conditions at the job site, including the safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

7.21. Third Party Beneficiary. It is specifically agreed between the parties hereto that it is not intended by any of the provisions of any part of this Contract to create in the public, or in any member thereof, any third party beneficiary rights hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries, property damage or any other relief in law or equity pursuant to the terms and provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law, and no provision of this Contract is in any way intended to constitute a waiver by the Authority of any immunities or other defenses from suit or from liability that the Authority may have by operation of law.

7.22. Non-Waiver by the Authority. Any failure by the Authority at any time, or from time to time, to enforce or require strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver of such terms or conditions or any breach and shall not affect or impair such terms or conditions in any

way, or the right of the Authority to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

7.23. Agricultural Irrigation. Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work required by these provisions will not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this contract.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 8

"PROSECUTION AND PROGRESS"

For this Contract, Item 8 of the Texas Standard Specifications is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 8.1, "**Prosecution of Work**", is hereby deleted and replaced by the following:

8.1. Prosecution of Work. Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. Unless otherwise shown in this Contract, begin the work to be performed under this Contract within 10 days (7 calendar days for routine maintenance contracts) after the authorization date to begin work pursuant to the provisions of Article 3.8, "Beginning of Work". Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hours before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic. When callout work is required, begin work in the right of way within the specified time and continuously prosecute the work until completion.

The commencement, sequencing, and prosecution of the work shall be governed by the orders of the Engineer.

There will be other contractors retained by the Authority operating within the limits of the project. Plan and prosecute the work in such a manner and sequence that there will be no interference, interruptions, or delays to the operations of other contractors.

Ensure that the work presents a neat and orderly appearance at all times; perform all clean-up necessitated by Contractor's operations.

Complete all clean up and remove all construction machinery and equipment, surplus material, supplies, and debris from the project right-of-way prior to acceptance of the work by the Engineer.

Observance of these special provisions and requirements is considered an essential part of the work to be done under this Contract and any subsequent contracts.

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

In planning and executing the sequence of the work for this project, take into consideration the progress and state of completion of the other portions of the project, and of work being performed by any other contractors.

Article 8.2, "**Progress Schedules**", is hereby deleted and replaced by the following:

8.2. Progress Schedules.

A. Routine Maintenance Contracts and Other Contracts Designated by the Engineer. Before starting work on a routine maintenance contract, submit an outline of the proposed procedure for performing the work. Include a sequence of work and an estimated progress schedule if required. Submit revised progress schedules as requested. When shown on the plans, provide progress schedules meeting the requirements of Section 8.2.B., "Construction Contracts". The Engineer may direct the Contractor to comply with this Article 8.2.A. (in lieu of Article 8.2.B.) with respect to any Contract.

B. Construction Contracts. Unless otherwise specified by the Engineer, the following shall apply to all Contracts, other than routine maintenance contracts:

1. General.

Plan, schedule, and report the progress of the work so as to ensure timely completion of the work. To facilitate the planning and tracking of the work, use a dual level scheduling format (Baseline Schedule and Two-Week Look-Ahead Layout). Comply with the scheduling requirements described herein. Failure to comply with these requirements will constitute nonperformance under the terms of this Contract.

a. All float contained in the Baseline Schedule, as initially approved or generated thereafter, shall be considered a Project resource available to either party or Parties as needed to achieve schedule milestones, interim completion dates and/or Completion Deadlines. All float shall be shown as such in the Baseline Schedule on each affected schedule path. Identification of (or failure to identify) float on the schedule shall be examined by the Engineer in determining whether to approve the Baseline Schedule. Once identified, Contractor shall monitor, account for and maintain float in accordance with critical path methodology. In that regard, to the extent that the Baseline Schedule reflects a project completion date earlier than that specified in this Contract, it is understood and agreed by Contractor that the Authority disclaims any liability for Contractor's failure to achieve such completion date regardless of the cause of such failure.

b. All schedules will be approved by the Authority only upon review and recommendation from the Engineer. Approved schedules will become a part of this Contract. The approval of a schedule by the Authority does

not relieve the Contractor of responsibility for the accuracy and feasibility of such schedule.

Maintain and submit the Baseline Schedule and Two-Week Look-Ahead Layout, respectively, incorporating the sequence of construction shown on the plans and/or outlined in the Special Provisions. If the Contractor desires to deviate from the Traffic Control Plans as shown in the plans, a written narrative explaining the need for said change and a descriptive definition of the change shall be given to the Construction Manager for approval. Approval of this change will not be authorized until the new sequencing is reviewed within the Baseline Schedule showing the desired changes. The schedules shall be based on the calendar date or calendar dates provided in this Contract.

Depending on the size of the Project, the Baseline Schedule will be provided as follows:

a. Project with Contract amount under $5,000,000: submit a Baseline Detailed Schedule, including logic relationships, using Microsoft Project or approved equal. The Engineer shall agree upon the details shown in this schedule. The Contractor must provide the name of the representative who will produce and maintain the schedule.

b. Project with contract amount equal to or greater than $5,000,000: submit a Baseline CPM (Critical Path Method) Schedule, including logic relationships, using web-based version of Primavera that is compatible with the Authority's web-based version of Primavera. Contact the Engineer for proper version number. The Engineer shall agree upon the details shown in this schedule. If the work during the course of the project falls behind, the Engineer has the authority to direct the Contractor to add resources to the Baseline CPM Schedule to ensure the completion of the project in a timely manner. The Contractor must provide the name of the representative who will produce and maintain the schedule. The Contractor's representative shall have at least five (5) years of experience in CPM scheduling and in the use of the Primavera software.

2. Baseline Schedule. The Baseline Schedule shall include the major construction activities for the Contract including each activity that may impact the start or completion of related construction activities.

a. The Baseline Schedule will be used by the Contractor and the Engineer to track the progress of specific construction activities. It shall be a timescaled network logic diagram, showing the work stages and operations for all activities required by this Contract. The diagram shall be in sufficient detail to allow day-to-day monitoring of the Contractor's operations. The diagram shall include milestone events as identified by this Contract.

b. A Preliminary Baseline Schedule is due 14 days after the Notice-to-Proceed, and the Final Baseline Schedule is due 20 days after receipt of comments on the Preliminary Baseline Schedule. No payment will be processed until the Final Baseline Schedule is approved by the Engineer.

c. The Baseline Schedule shall include a detailed network diagram acceptable to the Engineer with the following features:

(1) All reports shall include in this sequence: Activity ID, Activity Description, Original Duration, Remaining Duration, Percent Complete, Early Start and Finish Dates, Total Float, Budgeted Quantity and Unit of Measure, similar to the proposal.

(2) The schedule shall be time-scaled in calendar days. All activities shall be plotted on their early start and finish dates. Unless approved by the Engineer, activities shall not exceed 20 days in length.

(3) Each updated copy shall show the date of latest revision.

(4) The order and interdependence of activities and the sequence of work shall be clear and in chronological order.

(5) In addition to all construction activities, such tasks as mobilization, demobilization, submittal and approval of samples of materials, submittals and approval of shop drawings and forming designs, procurement of significant materials and equipment, fabrication of special items and their installation and testing, interfacing with other contracts, opening to traffic, and final clean up shall be depicted in the schedule and are subject to the same requirements as other construction activities.

(6) Activities shall be sufficiently detailed with clear definitions using “log record” if necessary so that a reviewer can follow the sequence.

(7) The diagram shall show, for each activity, the preceding and following event numbers or the activity number, the activity description, the total float, and the duration of the activity in calendar days.

(8) Activity descriptions shall be unique and specific with respect to the type of work and its location.

(9) All activities shall be tied into Activity Codes, i.e. type of work activities, area of work, phase of work, and bid item.

(10) All settings within the Scheduling/Leveling dialog box shall remain default.

(11) The only open-ended activities shall be the first activity and the last activity; no additional open-ended activities will be accepted.

(12) Excessive predecessor/successor usage will not be accepted; 3 to 4 predecessors/successors to an activity.

(13) All out of sequence activities shall be corrected prior to schedule submission.

(14) No hammocks are to be used,

(15) Any constraints to be utilized on the schedule other than the contract milestone dates must be authorized in advance by the Construction Manager.

(16) Critical path shall be determined by the longest path and will be noted on the update in red.

(17) Additional milestones other than contract milestones and the predecessor/successor logic used by the Contractor shall be approved by the Construction Manager.

(18) When an activity within the schedule does not have work progressed within 30 days, the activity must be given a finish date and new logic added to a new activity detailing when work will resume on the area where progress was ceased. This information must be entered into the log as to the reason the activity was ceased and establish a new activity number where progress will resume.

(19) If, in the opinion of the Engineer, the Baseline Schedule requires revision in whole or in part, he/she shall direct the Contractor to provide the needed revisions. In that case, submit the revised schedule within 5 calendar days after the request.

(20) Activity ID'S will be unique and cannot be altered or reused.

(21) Activity descriptions are to be unique. Any change to the descriptions must be approved by the Engineer.

3. **Two-Week Look-Ahead Layout.** The Two-Week Look-Ahead Layout requires a higher level of detail than the Baseline Schedule. The Two-Week Look-Ahead Layout shall be submitted to the Engineer five (5) days before the first day of the two-week period it describes.

Submit (3) hard copies and one (1) CD-ROM copy of the Two-Week Look-Ahead Layout. This Two-Week Look-Ahead Layout will consist of the daily activities such as forming, placing reinforcing steel, concrete pours, stripping forms, etc., on the calendar days they are scheduled to be performed. The Contractor is to use the Baseline Schedule to create the Two-Week Look-Ahead Layout. This schedule will be reviewed against the Baseline Schedule/Revised Baseline Schedule by the Engineer on a weekly basis. Information to be submitted on the Two-Week Look-Ahead Layout is: item number, activity description, and average daily crew size for the project. The format of the Two-Week Look-Ahead Layout will be approved by the Engineer prior to the start of construction. The Two-Week Look-Ahead Layout shall be generated by the same software as the Baseline Schedule/Revised Baseline Schedule.

4. **Project Status Spreadsheet.** Submit the Project Status Spreadsheet in the format as shown in Attachment A of this item or as directed by the Engineer at no additional cost to the Authority. The Project Status Spreadsheet will summarize the monthly and cumulative status of the project, revenue, forecasted revenue, and approved change orders. The project status, revenue status, and forecasted revenue listed on the Project Status Spreadsheet shall be calculated based on the Baseline Schedule/Revised Baseline Schedule. The Project Status Spreadsheet shall be updated every time the Baseline Schedule is revised to reflect the changes shown in the Revised Baseline Schedule. The Engineer shall agree upon the details shown on the Project Status Spreadsheet.

5. **Change in Scope of Work**

   a. When changes are added to the Contract, the Contractor shall submit to the Engineer a written time impact analysis illustrating the influence of each asserted change on the current schedule. Each time impact analysis shall include a fragnet demonstrating how the Contractor proposes to incorporate the change into the Baseline Schedule.

   b. Each analysis shall demonstrate the estimated time impact based on the events, the date the direction was given the Contractor to perform the changed work, the status of construction at that point in time, and the computation of event item of all critical activities affected by the change. The event times and activity durations used in the analysis shall be those included in the latest revision and update of the Baseline Schedule at that point in time, or as adjusted for the events.

   c. The Engineer will accept or reject the Contractor's time impact analysis within 20 working days after receipt thereof, unless subsequent meetings and negotiations are necessary.

   d. Upon mutual agreement by both parties, fragnets illustrating the influence of extra work orders shall be incorporated into the Baseline

Schedule/Revised Baseline Schedule. The revised schedule shall be included in the next monthly submittal.

6. Schedule Delay

a. If, at any time, the work on any critical path item is delayed for a period which exceeds 20 days, then the Contractor shall prepare and submit to the Engineer, for review and approval at the next monthly schedule submittal, a Recovery Schedule demonstrating Contractor's proposed plan to regain lost schedule progress and to achieve the original contractual milestones as stated in this Contract.

b. The Engineer shall notify the Contractor within 14 days after receipt of each Recovery Schedule whether the Recovery Schedule is deemed accepted or rejected. Within 7 days after the rejection, the Contractor shall resubmit a revised Recovery Schedule incorporating the Engineer's comments for review and approval. When the Engineer accepts the Contractor's Recovery Schedule, the Contractor shall incorporate and fully include such schedule into the Baseline Schedule/Revised Baseline Schedule. The revised schedule shall be included in the next monthly submittal.

c. All costs incurred by the Contractor in preparing, implementing and achieving the Recovery Schedule shall be borne by the Contractor.

d. If Contractor fails to provide an acceptable Recovery Schedule as required herein, the Authority shall withhold an additional l0% of the current progress payment until the Contractor has prepared and the Engineer has approved such Recovery Schedule. Additional money withheld will be paid to the Contractor with the next scheduled monthly invoice following compliance.

7. Revised Baseline Schedule. The Baseline Schedule shall be revised and submitted to the Engineer for approval when there is a:

a. change in scope of work

b. schedule delay, or

c. as directed by the Engineer

The cost of preparing the Revised Baseline Schedule will be considered as subsidiary to various items in the Contract. Execution of the work according to accepted schedule and programs of construction, or approved modifications thereto, shall be an obligation of the Contractor. The Authority’s acceptance or approval of a revised schedule shall not cure any default by the Contractor under this Contract, nor waive any rights or remedies available to the Authority for a default by the Contractor under this Contract.

8. **Schedule Updates and Reports.** If, in the opinion of the Engineer, the schedule requires revision in whole or in part, he shall direct the Contractor to provide a Recovery Schedule which is addressed in Section 8.2.B.6, “Schedule Delay”.

   The Schedule Updates and Reports shall be submitted monthly and shall:

   a. Show the activities or portion of activities completed during the one month report period, the activities completed on this Contract to date, show the actual start and finish dates for completed activities, and show a start date and percent complete for activities in progress.

   b. Provide a narrative description of job progress, problem areas, current and anticipated delaying factors and their anticipated effect, and any corrective actions proposed or taken. The narrative description shall also clearly identify the critical path, any departures from earlier schedules, including, but not limited to, changes in logical sequence or logical ties, constraints, changes in activity duration, and any other changes, additions, or departures. The reason for each departure must be included in the narrative description. Any additions, deletions, or changes to milestone events must be approved by the Engineer. Major activities to be worked on in the next 30 and 60 days, as well as any major activities that took place in the last 30 days.

   c. Contain a tabulation of the following data for each activity:

   - Preceding and following event numbers (numbers shall be selected and assigned so as to permit identification of the activities with bid items);
   - Activity description;
   - Activity duration;
   - Earliest start date;
   - Earliest finish date;
   - Latest start date;
   - Latest finish date;
   - Total float times; and
   - Responsibility for activity (e.g., Contractor, Subcontractor, supplier, etc.)

   d. List any problem areas that could cause a delay.

   e. Show number of days that the Contractor is behind schedule, and when required, show a detailed recovery plan of how the Contractor will bring the project back into compliance of the mandatory construction dates.

   Critical activities shall be prominently distinguished on all reports. All extra work shall be shown on an updated schedule.

9. **Monthly Submittals.** Submit the Monthly Schedule Updates, Project Status Spreadsheet, and other schedules when required on the same date as the invoice. The cut-off day shall be the 25th day of the month. If the schedules, layout, spreadsheet, and invoice are not received by the 5th of the month, the Contractor agrees that the Authority may withhold an additional 10% of the current progress payment until the Contractor is in compliance. Additional money withheld will be paid to the Contractor with the next scheduled monthly invoice following compliance.

   All hard copy of the submittals will be printed on paper 8.5 inches in width x 11 inches in length in a format acceptable by the Engineer.

   Submit the following items with the invoice:

   a. Revised Baseline Schedule (when required) - Three (3) hard copies and one (1) CD-ROM copy.

   b. Schedule Updates and Reports – Three (3) hard copies and one (1) CD-ROM copy.

   c. Project Status Spreadsheet - Three (3) hard copies and one (1) CD-ROM copy.

   d. Recovery Schedule (when required) - Three (3) hard copies and one (1) CD-ROM copy.

   Provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and this Contract. Should prosecution of the work be discontinued for any reason, notify the Engineer and the Authority at least 24 hours in advance of resuming operations, and submit a revised progress schedule.

C. Contracts with Multiple Work Orders. For multiple work order Contracts, provide for each work order, as required by the Engineer, a schedule in accordance with Section 8.2.A, “Routine Maintenance Contracts and Other Contracts Designated by the Engineer”, or Section 8.2.B, “Construction Contracts”.

Article 8.3, “**Computation of Contract Time for Completion**”, is hereby deleted and replaced by the following:

8.3. Computation of Contract Time for Completion. Working day charges will begin 10 calendar days (7 calendar days for routine maintenance Contracts) after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

A. Working Day Charges. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor. For

multiple work order Contracts, working days will be established in each work order on a separate basis.

B. Restricted Work Hours. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

C. Nighttime Work. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 minutes after sunset to 30 minutes before sunrise.

D. Time Statements. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

Article 8.4, "**Temporary Suspension of Work or Working Day Charges**", is hereby supplemented by the addition of the following:

Without limiting the ability of the Authority to suspend work pursuant to other provisions of this Contract, the Engineer may suspend the work and the "working day charges", in accordance with this Article 8.4, on any holiday, on the day preceding the holiday, on the day following the holiday or on any day for which an unusual public event is scheduled in the region if the Engineer and the Contractor mutually agree the Contractor should not work. Such suspension shall be based upon, among other things, past experience as to the volume of holiday traffic that may be expected.

Article 8.5, "**Failure to Complete Work on Time**", is hereby deleted and replaced by the following:

8.5. Failure to Complete Work on Time. If the Contractor fails to complete fully, entirely, and in conformity with the provisions of this Contract, the work and each and every part or appurtenance thereof within the time stated in this Contract, or a separate work order when specified in the Contract, or within such further time as may have been granted in accordance with the provisions of Special Provision Article 8.11, "Extension of Time", pay the Authority for each and every calendar day (Saturdays, Sundays, and legal holidays included) that Contractor is in default on time to complete the work, the amount or amounts specified in the Proposal and in the Special Provision – Important Notice to Contractors – Mandatory Construction Schedule, if included in this Contract, which said amount or amounts per day is agreed upon by the parties hereto to be liquidated damages, not a penalty. Such amount or amounts may be deducted from any money due or to become due the Contractor.

The project, of which the work forms an essential part, is operated as a controlled access toll turnpike project, and delay in completion of the work will cause disruption in the operation of currently constructed or planned portions of the project, and will cause losses to the Authority including, but not limited to, lost revenue, additional interest on monies borrowed, increased administrative, legal and engineering costs, and other tangible and intangible losses. The liquidated damages set forth in the proposal, and incorporated herein by reference, are to partially cover such losses and expenses.

The Contractor unconditionally and irrevocably acknowledges and agrees that the actual amount of said losses and expenses would be impossible or extremely difficult to determine, and that the liquidated damages set forth herein constitute a fair and reasonable estimate by the parties of the amount of said losses and expenses and in no event shall constitute or be construed as a penalty. The Contractor irrevocably and unconditionally acknowledges that the time limits set forth in the Contract constitute an essential benefit for the Authority and an essential element of the Contract.

The Authority shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or its Surety shall pay the amount due and the Authority shall be entitled to any and all rights and remedies available to it in law or equity to recover same.

The Engineer, at its sole discretion and option, may waive the collection of liquidated damages if the work in its entirety, or if any portion of the work for which a date of completion is stipulated, has been substantially completed within the prescribed time of completion therefore.

“Substantial completion” shall mean that measure of completion of the work under this Contract that will ensure the following:

A. That there will be no delay in the opening of the applicable portion of the project for operation on the established date, nor in the operation of currently constructed portions of the project as a result of the failure of the Contractor to fully complete the work or any part or parts thereof within the prescribed times of completion; and

B. That there will be no delay in the reopening of any public or private streets, rights-of-way, or thoroughfares which, in connection with the project, have been either totally or partially closed, or from which public traffic has been diverted by detour as a result of the failure of the Contractor to fully complete the work or any part or parts thereof within the prescribed times of completion; and

C. That all other concurrent or subsequent work by other contractors can proceed on any incomplete or completed part or parts of the project on the dates set forth in the contracts for said other work; and

D. That the uncompleted work under the Contract will be performed in a sequence and manner that will not delay, impair the efficiency or safety of, nor increase the costs to, the public, other contractors, the Authority, or the Authority's agents and consultants, nor result in the loss of toll revenues that the Authority would otherwise collect if the work were completed by the stipulated date of final completion.

The Engineer shall be the sole judge as to whether substantial completion has been achieved as described above.

"Final completion" means the completion of the work, and each and every part or appurtenance thereof, fully, entirely, and in conformity with the provisions of this contract so that nothing remains to be done, including any corrective or "punchlist" items, and, as described in Article 9.8, "Final Payment", set forth in Special Provision to Item 9, the issuance of certifications of completion and acceptance by the Consulting Engineers and, if required by the Engineer, the Construction Manager, and the Authority's acceptance of said certifications of completion and acceptance, which acceptance shall be provided or withheld in the sole judgment of the Engineer.

If the Contractor fails to complete the work within the time fixed by this Contract, or extensions thereof, and if the Engineer shall, nevertheless, permit the Contractor to continue and complete same, such permission shall neither modify nor waive any liability of the Contractor for damages arising from noncompletion of the work within the said time, but all such liabilities shall continue in full force against the Contractor.

Article 8.6, "**Abandonment of Work or Default of Contract**", is hereby deleted and replaced by the following:

8.6. Abandonment of Work or Default of Contract. The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- becomes insolvent, is declared bankrupt, commits an act of bankruptcy or insolvency, allows any final judgment to remain unsatisfied for a period of 10 days, or makes an unauthorized assignment for the benefit of any creditors,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- is uncooperative, disruptive or threatening, or

- fails to conduct the work in an acceptable manner.

If any of these conditions occur, the Engineer may give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not fully correct and cure such default within 10 days after the notice, the Authority may upon written notice declare the Contractor to be in default of the Contract. The Authority will also provide written notice of default to the Surety, if any. Working day charges will continue until completion of the Contract. The Contractor may also be subject to sanctions under the Texas Administrative Code.

The Authority will determine the method used for the completion of the remaining work as follows:

- The Authority may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Authority for the completion of the work under the Contract will be the responsibility of the Contractor and/or the Surety.
- The Authority may, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Authority reserves the right to approve or reject proposed subcontractors. Work may resume after the Authority receives and approves certificates of insurance as required in Article 7.4, "Insurance and Bonds." Certificates of insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract.

From the time of notification of the default until work resumes (either by the Surety or the Authority), the Authority will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Authority and the Surety. All costs associated with this work will be deducted from money due to the Contractor and/or the Surety.

The Authority will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Department as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Authority the balance of these costs in excess of the Contract price. If the costs incurred by the Authority are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Authority will be entitled to retain the difference. If it is determined, after the Contractor is declared in default, that the Contractor was not in default, the Authority may, at its option, deem the rights and obligations of the parties to be the same as if a termination had been issued for the convenience of the public as provided in Article 8.7, "Termination of Contract."

Article 8.7, "**Termination of Contract**", is hereby supplemented by the addition of the following:

Termination of the Contract, as stated above, will not relieve the Contractor or the Surety of the responsibility of replacing defective work as required by the Contract.

Article 8.8, "**Subcontracting**", Section A, "**Construction Contracts and Federally Funded Routine Maintenance Contracts**", the first and second paragraphs are hereby deleted and replaced by the following:

A. Construction Contracts and Federally Funded Routine Maintenance Contracts. The Contractor must perform work with its own organization on at least 30% of the total contract cost including the original contract amount and its change orders thereafter.

As stated in the NTTA Business Diversity Department Contracting & Compliance Manual, the Subcontractor must perform work with its own organization on at least 30% of the total contract cost including the original contract amount and its change orders thereafter.

Article 8.8, "**Subcontracting**", is hereby supplemented by the addition of the following to Section A thereof:

In the case when the Contractor is found to be in default of the Contract, the requirement that 30% of the total Contract cost including the original contract amount and its change orders thereafter shall be performed by the Contractor with its own organization may be suspended by the Authority, but the Authority's approval of all Subcontractors continues to be required.

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.

Item 8 is hereby supplemented by the addition of the following Articles:

8.11. Extension of Time. Throughout the progress of the work, areas in which construction can be performed may be limited until (1) additional rights-of-way are obtained, (2) utilities are adjusted, (3) other contractors and public utility companies have moved out of the way of the progress of construction, or (4) changes in the work have been issued.

A request for an extension of time that is timely and properly made pursuant to Article 4.3 or Article 4.4 may be granted by the Engineer notwithstanding that other work can be completed under the Contract. Also, the Engineer may respond to a request timely and properly made under Article 4.3 or Article 4.4 before substantial completion of the work. Otherwise, notwithstanding anything to the contrary contained herein, except for requests pursuant to Article 4.3 or Article 4.4, requests for time extensions based upon delays, disruptions, or hindrances arising from any of the above-referenced causes or any other cause will not be considered, nor will Contractor be entitled to any such time extensions, until all construction that can be

performed under the Contract has been completed in the sole judgment of the Engineer or halted by order of the Authority and any determination by the Engineer to grant an extension of time due to the conditions referenced in this Article 8.11 will not be made until after substantial completion of the work.

Unless otherwise provided herein, no extensions of time for any reason will be granted.

No extension of time will be considered unless written notice is given to the Engineer of such delay and of the Contractor's intention to request an extension of time within 5 days after the beginning of such delay, and said notice shall give complete information as to the nature, cause, and probable extent of the delay.

The Authority's decision to grant an extension, or multiple extensions, of time to any other contractor involved in the project, or any other project for the Authority for any reason whatsoever shall not in any way affect the Contractor's obligations hereunder nor the Authority's right to insist on full and timely performance pursuant to the terms of the Contract.

8.12. Time of the Essence. Time is of the essence in the performance of all work to be done by the Contractor pursuant to this Contract.

ATTACHMENT A - PROJECT STATUS SPREADSHEET #7
12/28/08

Contract No.:	XXXXX-XXX-XX-CN-PM
Highway:	President George Bush TurnPike
Contractor's Name:	ABC Construction
Report Period:	11/26/2008 - 12/25/2008
Notice-to-Proceed Date:	5/14/2008
Estimated Completion Date:	11/20/2009
Original Contract Value:	$31,768,954.70
Total Approved Change Orders (including this month):	$ 794,742.80
Total Contract Value (This Month):	$32,563,697.50

Section: XX

EXAMPLE

MONTHLY STATUS

							PSS #1	PSS #2	PSS #3	PSS #4	PSS #5	PSS #6	PSS #7
Month		**Jan-08**	**Feb-08**	**Mar-08**	**Apr-08**	**May-08**	**Jun-08**	**Jul-08**	**Aug-08**	**Sep-08**	**Oct-08**	**Nov-08**	**Dec-08**
Schedules % Complete (monthly)	Project Status						5.0%	5.5%	6.5%	6.5%	7.0%	7.0%	5.5%
Actual % Complete (monthly)							4.3%	6.2%	6.9%	6.5%	7.3%	5.9%	5.0%
Scheduled $ (monthly)	Revenue Status						$ 3,000,000.00	$ 1,700,000.00	$ 1,700,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 1,300,000.00	$ 1,000,000.00
Actual $ (monthly)							$ 2,769,484.40	$ 1,965,836.90	$ 1,893,892.50	$ 1,888,756.40	$ 1,767,650.00	$ 1,304,769.70	$ 1,099,765.10
Scheduled % Complete (monthly)							9.4%	5.4%	5.3%	6.3%	6.3%	4.0%	3.1%
Actual % Complete (monthly)							8.7%	6.2%	5.9%	5.9%	5.5%	4.0%	3.4%
Current Submittal (monthly)	Forecasted Revenue												
Previous Submittal (monthly)													$ 1,200,000.00
Variance (monthly)													
Approved Change Orders (monthly)	Approved Change Orders								$ 225,807.80			$ 568,935.00	

CUMULATIVE STATUS

Month		**Jan-08**	**Feb-08**	**Mar-08**	**Apr-08**	**May-08**	**Jun-08**	**Jul-08**	**Aug-08**	**Sep-08**	**Oct-08**	**Nov-08**	**Dec-08**
Schedules % Complete (cumulative)	Project Status						5.0%	10.5%	17.0%	23.5%	30.5%	37.5%	43.0%
Actual % Complete (cumulative)							4.3%	10.5%	17.4%	23.9%	31.2%	37.1%	42.1%
Scheduled $ (cumulative)	Revenue Status						$ 3,000,000.00	$ 4,700,000.00	$ 6,400,000.00	$ 8,400,000.00	$ 10,400,000.00	$ 11,700,000.00	$ 12,700,000.00
Actual $ (cumulative)							$ 2,769,484.40	$ 4,735,321.30	$ 6,629,213.80	$ 8,517,970.20	$ 10,285,620.20	$ 11,590,389.90	$ 12,690,155.00
Scheduled % Complete (cumulative)							9.4%	14.8%	20.0%	26.3%	32.5%	35.9%	39.0%
Actual % Complete (cumulative)							8.7%	14.9%	20.7%	26.6%	32.1%	35.6%	39.0%
Current Submittal (cumulative)	Forecasted Revenue												
Previous Submittal (cumulative)													$ 1,200,000.00
Approved Change Orders (cumulative)	Approved Change Orders						$ -	$ -	$ 225,807.80	$ 225,807.80	$ 225,807.80	$ 794,742.80	$ 794,742.80

Notes:

Schedules % Complete (monthly)	Project Status	Enter the estimated percent complete for each month based on the Baseline Schedule.
Actual % Complete (monthly)		Enter the actual percent complete for each month based on the Baseline Schedule.
Scheduled $ (monthly)	Revenue Status	Enter the estimated total dollar amount requested for each month based on the Baseline Schedule.
Actual $ (monthly)		Enter the actual dollar amount shown on the monthly invoice
Scheduled % Complete (monthly)		Enter the calculated percent complete of estimated cost for each month over the total contract amount.
Actual % Complete (monthly)		Enter the calculated percent complete of actual dollar amount for each month over the total contract amount.
Current Submittal (monthly)	Forecasted Revenue	Enter the forecasted spending for next month and the remainder of the Contract.
Previous Submittal (monthly)		Enter the monthly forecasted spending submitted from the previous Progress Status Spreadsheet
Variance (monthly)		Enter the calculated monthly variance in percent using the following formula: [Previous Submittal (monthly)-Current Submittal (monthly)]/Current Submittal (monthly)
Approved Change Orders (monthly)	Approved Change Orders	Enter the approved change order amount.
Cumulative Status Table (contained formulas only)		The cumulative percent and dollar amounts shall be calculated from data shown in the Monthly Status Table.

ATTACHMENT A - PROJECT STATUS SPREADSHEET #10

3/29/09

Contract No.:	XXXXX-XXX-XX-CN-PM
Highway:	President George Bush TurnPike
Contractor's Name:	ABC Construction
Report Period:	2/26/2009 - 3/25/2009
Notice-to-Proceed Date:	5/14/2008
Estimated Completion Date:	11/20/2009
Original Contract Value:	$31,768,954.70
Total Approved Change Orders (including this month):	$ 1,062,241.20
Total Contract Value (This Month):	$32,831,195.90

Section: XX

EXAMPLE

MONTHLY STATUS

		PSS #8	PSS #9	PSS #10	PSS #11	PSS #12	PSS #13	PSS #14	PSS #15	PSS #16	PSS #17	PSS #18	
Month		**Jan-09**	**Feb-09**	**Mar-09**	**Apr-09**	**May-09**	**Jun-09**	**Jul-09**	**Aug-09**	**Sep-09**	**Oct-09**	**Nov-09**	**Dec-09**
Schedules % Complete (monthly)	Project Status	5.0%	5.0%	5.5%	6.5%	7.5%	7.5%	8.0%	8.0%	1.5%	1.5%	1.0%	
Actual % Complete (monthly)		5.6%	5.4%	7.1%									
Scheduled $ (monthly)	Revenue Status	$ 1,200,000.00	$ 1,500,000.00	$ 1,750,000.00	$ 2,200,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 2,800,000.00	$ 1,700,000.00	$ 1,050,000.00	$ 431,195.90	
Actual $ (monthly)		$ 1,167,306.90	$ 1,376,985.30	$ 1,879,543.10									
Scheduled % Complete (monthly)		3.7%	4.6%	5.3%	6.7%	7.6%	7.6%	7.6%	8.5%	5.2%	3.2%	1.3%	
Actual % Complete (monthly)		3.6%	4.2%	5.7%									
Current Submittal (monthly)	Forecasted Revenue				$ 2,250,000.00	$ 2,500,000.00	$ 2,700,000.00	$ 2,500,000.00	$ 2,800,000.00	$ 1,500,000.00	$ 1,050,000.00	$ 417,205.60	
Previous Submittal (monthly)				$ 1,900,000.00	$ 2,200,000.00	$ 2,400,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 900,000.00	$ 650,000.00	$ 167,205.60	
Variance (monthly)					-2.2%	-4.0%	-7.4%	0.0%	-10.7%	-40.0%	-38.1%	-59.9%	
Approved Change Orders (monthly)	Approved Change Orders			$ 267,498.40									

CUMULATIVE STATUS

Month		**Jan-09**	**Feb-09**	**Mar-09**	**Apr-09**	**May-09**	**Jun-09**	**Jul-09**	**Aug-09**	**Sep-09**	**Oct-09**	**Nov-09**	**Dec-09**
Schedules % Complete (cumulative)	Project Status	48.0%	53.0%	58.5%	65.0%	72.5%	80.0%	88.0%	96.0%	97.5%	99.0%	100.0%	
Actual % Complete (cumulative)		47.7%	53.1%	60.2%									
Scheduled $ (cumulative)	Revenue Status	$ 13,900,000.00	$ 15,400,000.00	$ 17,150,000.00	$ 19,350,000.00	$ 21,850,000.00	$ 24,350,000.00	$ 26,850,000.00	$ 29,650,000.00	$ 31,350,000.00	$ 32,400,000.00	$ 32,831,195.90	
Actual $ (cumulative)		$ 13,857,461.90	$ 15,234,447.20	$ 17,113,990.30									
Scheduled % Complete (cumulative)		42.7%	47.3%	52.2%	58.9%	66.6%	74.2%	81.8%	90.3%	95.5%	98.7%	100.0%	
Actual % Complete (cumulative)		42.6%	46.8%	52.1%									
Current Submittal (cumulative)	Forecasted Revenue	$ -	$ -	$ -	$ 2,250,000.00	$ 4,750,000.00	$ 7,450,000.00	$ 9,950,000.00	$ 12,750,000.00	$ 14,250,000.00	$ 15,300,000.00	$ 15,717,205.60	
Previous Submittal (cumulative)		$ -	$ -	$ 1,900,000.00	$ 4,100,000.00	$ 6,500,000.00	$ 9,000,000.00	$ 11,500,000.00	$ 14,000,000.00	$ 14,900,000.00	$ 15,550,000.00	$ 15,717,205.60	
Approved Change Orders (cumulative)	Approved Change Orders	$ 794,742.80	$ 794,742.80	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	$ 1,062,241.20	

Notes:

Schedules % Complete (monthly)	Project Status	Enter the estimated percent complete for each month based on the Baseline Schedule.
Actual % Complete (monthly)		Enter the actual percent complete for each month based on the Baseline Schedule.
Scheduled $ (monthly)	Revenue Status	Enter the estimated total dollar amount requested for each month based on the Baseline Schedule.
Actual $ (monthly)		Enter the actual dollar amount shown on the monthly invoice
Scheduled % Complete (monthly)		Enter the calculated percent complete of estimated cost for each month over the total contract amount.
Actual % Complete (monthly)		Enter the calculated percent complete of actual dollar amount for each month over the total contract amount.
Current Submittal (monthly)	Forecasted Revenue	Enter the forecasted spending for next month and the remainder of the Contract.
Previous Submittal (monthly)		Enter the monthly forecasted spending submitted from the previous Progress Status Spreadsheet
Variance (monthly)		Enter the calculated monthly variance in percent using the following formula: [Previous Submittal (monthly)-Current Submittal (monthly)]/Current Submittal (monthly)
Approved Change Orders (monthly)	Approved Change Orders	Enter the approved change order amount.
Cumulative Status Table (contained formulas only)		The cumulative percent and dollar amounts shall be calculated from data shown in the Monthly Status Table.

NORTH TEXAS TOLLWAY AUTHORITY

SPECIAL PROVISION TO ITEM 9

"MEASUREMENT AND PAYMENT"

For this Contract, Item 9 of the Texas Standard Specification is hereby modified with respect to the clauses cited below and no other clause or requirement of this Item is waived or changed hereby.

Article 9.3, **"Scope of Payment"**, is hereby deleted and replaced by the following:

9.3. Scope of Payment. Notwithstanding anything to the contrary contained herein, except claims pursuant to Article 4.3, "Differing Site Conditions," and to the fullest extent permitted by law, the Authority will not be liable and the Contractor hereby waives any claim for any loss or damage incurred by the Contractor, whether direct or indirect or whether related to efforts by the Contractor to accelerate the work, on account of any delay, disruption, hindrance or any other impediment whatsoever, no matter by what or by whom caused, including, but not limited to, by reason of the Engineer's acts in giving directions, in temporarily suspending the work or, in rejecting materials or methods or workmanship; or by seasons, weather or stream fluctuations; or by the acts or failure to act of utility owners, railroads, governmental or quasi-governmental agencies or authorities; or by the non-completion of work to be performed by the Authority, by other contractors, by utility owners, railroads or by others. Rather, the amounts provided in this Contract for payment for the work are understood and agreed to include and cover all expenses or costs due to delays, disruptions, hindrances or any other impediment regardless of their cause. The Contractor shall accept the compensation, as provided in this Contract, as full payment for furnishing all materials, supplies, labor, tools, and equipment necessary to complete the work under this Contract; for any loss or damage which may arise from the nature of the work, or from the action of the elements, until the final acceptance of the work by the Engineer; for any infringement of patent, trademark or copyright; and for completing the work according to the plans and the specifications. The payment of any current or partial estimate shall in no way affect the obligation of the Contractor at its expense to repair or renew any defective parts of the construction or to replace any defective materials used in the construction and to be responsible for all damages due to such defects if such defects or damages are discovered on or before the final inspection and acceptance of the work.

Article 9.5, **"Force Account"**, is hereby amended as follows: (1) the last sentence of Section E, "Subcontracting," is deleted and not replaced; (2) Section F, "Law Enforcement", is deleted in its entirety and not replaced; and (3) the following two new Sections I and J are added to the end of Article 9.5., "Force Account":

I. Prior Agreement of Authority Required. Work performed on a "Force Account" basis must be agreed upon by the Authority. The Authority will not be liable for the

cost of work allegedly performed on a “Force Account” basis unless agreed upon in writing by the Authority prior to the commencement of such work.

J. Full Compensation. The compensation, as herein provided for, shall be received by the Contractor as payment in full for extra work completed on the “force account” basis and will include, but not be limited to, use of small tools, overhead expense and profit.

Article 9.6, **“Progress Payments”**, **Section A**, **“Retainage”, Section 1, “Routine Maintenance Contracts”** is voided and replaced by the following:

1. Routine Maintenance Contracts.

NTTA Maintenance Contracts will be subject to retainage as set forth in Articles 9.6.A.2.a, “Contracts without Recycled Materials” thru 9.6.A.2.d, “Final Retainage Release”, and as supplemented in this Special Provision.

Article 9.6, **“Progress Payments”**, **Section A**, **“Retainage”, Section 2, “Construction Contracts”** is supplemented by the addition of the following immediately after the sub-title of Section 2, “Construction Contracts”:

2. Construction Contracts.

For federally funded projects, a retainage bond will be required to guarantee the protection of any claimants and the Authority for overpayments, liquidated damages, and other deductions or damages owed by the Contractor in connection with the Contract; therefore, for projects in which a retainage bond is supplied, Articles 9.6.A.2.a, “Contracts without Recycled Materials” thru 9.6.A.2.d, “Final Retainage Release” listed in this Item will not be applied.

For non-federally funded projects or any project for which a retainage bond is not supplied, the retainage will be withheld in accordance with the requirements set forth in Articles 9.6.A.2.a, “Contracts without Recycled Materials” thru 9.6.A.2.d, “Final Retainage Release.”

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

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

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

- the subcontractor has fulfilled the Contract requirements of both the Authority and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Authority; and

- the work done by the subcontractor has been inspected, approved, and paid by the Authority.

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

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

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

Article 9.8, **"Final Payment"**, is hereby deleted and replaced by the following:

9.8. Final Payment. When the work has been completed by the Contractor and all parts of the work have been reviewed and certified by the Engineer that the work has been completed in-full and in conformance with the plans, specifications, and other components of this Contract, the Authority will pay to the Contractor the full amount of compensation earned by the Contractor based upon the latest available quantity measurements, less the retainage provided for herein. This estimate will be known as the semifinal estimate and shall have deducted from it (if any) the monies paid in all previous payments.

Subsequent to the date of the semifinal estimate and at such time as all work has been completed, the construction contract closeout process shall be completed and approved by the Authority to ensure that all specified work has been completed in accordance with the requirements of the contract, that all documents of record have been received, and that all financial covenants and requirements pertaining to the contract are satisfied, the Authority will pay to the Contractor the full amount of the compensation earned by the Contractor less any sums previously paid under this Contract, provided, however, that before making final payment of the full amount earned by the Contractor, the Authority may require the Contractor to furnish satisfactory evidence that the Contractor has paid all payrolls, bills, expenses, and costs of every type and nature whatsoever connected with the performance of the work under this Contract.

The acceptance by the Contractor of final payment shall release the Authority from all claims and liabilities of every type and nature owing to the Contractor in connection with performance of the work under this Contract.

Nothing in this Item concerning payment shall be construed to prevent the Authority from withholding or deducting from the final payment to the Contractor the total amount of any claims of any type or nature whatsoever, including, but not limited to, liquidated damages, which the Authority shall have against the Contractor, nor shall the preceding paragraph be construed as preventing the Authority from requiring bond from the Contractor to cover claims which may have been filed with the Authority against the Contractor by others.

SPECIAL PROVISION
161---006
Compost

For this project, Item 161, "Compost," 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 161.2. Materials. Table 1 and following two paragraphs are voided and replaced by the following:

Table 1
Physical Requirements for Compost

Property	Test Method	Requirement
Particle Size	TMECC[1] 02.02-B, "Sample Sieving for Aggregate Size Classification"	95% passing 5/8 in. 70% passing 3/8 in.
Heavy Metals Content	TMECC 04.06, "Heavy Metals and Hazardous Elements": 04.06-As, Arsenic 04.06-Cd, Cadmium 04.06-Cu, Copper 04.06-Pb, Lead 04.06-Hg, Mercury 04.06-Mo, Molybdenum 04.06-Ni, Nickel 04.06-Se, Selenium 04.06-Zn, Zinc	Pass
Salinity	TMECC 04.10-A, "1:5 Slurry Method, Mass Basis"	5.0 dS/m Max[2]
pH	TMECC 04.11-A, "1:5 Slurry pH"	5.5-8.5
Maturity	TMECC 05.05-A, "% Emergence and Relative Seedling Vigor"	> 80%
Organic Matter Content	TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method"	25-65% (dry mass)
Stability	TMECC 05.08-B, "Carbon Dioxide Evolution Rate"	≤ 8
Fecal Coliform	TMECC 07.01-B, "Fecal Coliforms"	1,000 MPN/g Max

1. "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the USCC.
2. A soluble salt content up to 10.0 dS/m for compost used in compost-manufactured topsoil will be acceptable.

Maintain compost in designated stockpiles at the producer's site. The Department reserves the right to sample compost at the jobsite. Material may be tested to verify compliance with this Specification by an STA-certified lab. Make payment to the STA-certified lab approved by the Department. Submit lab invoices for passing tests to the Department for reimbursement. Maintain a complete record of all test reports for the previous and current calendar year.

SPECIAL PROVISION
500---011
Mobilization

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

Article 500.1. Description is supplemented by the following:

Work for this Item includes submissions required by the Contract.

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

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

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

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

Article 500.3. Payment is supplemented by the following:

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

SPECIAL PROVISION

502---033

Barricades, Signs, and Traffic Handling

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

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

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

SPECIAL PROVISION
TO
SPECIAL SPECIFICATION
1122--001
Temporary Erosion, Sedimentation, and Environmental Controls

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

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

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

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

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

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

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

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

SPECIAL SPECIFICATION
1122
Temporary Erosion, Sedimentation, and Environmental Controls

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

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at http://txdot.gov/business/ems_courses.htm. A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

A. Rock Filter Dams.

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

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

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

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

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

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

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

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

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

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

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

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

G. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.

3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

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

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

Table 1
Sand Gradation

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

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

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

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

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

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

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

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. Commencement. Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. Phasing. Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

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

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

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

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

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

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

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

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

   a. Type 1 (Non-reinforced).

   (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

   (2) Top Width. At least 2 ft.

   (3) Slopes. At most 2:1.

   b. Type 2 (Reinforced).

   (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

   (2) Top Width. At least 2 ft.

   (3) Slopes. At most 2:1.

c. Type 3 (Reinforced).

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

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

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

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

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

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

2. Temporary Pipe Slope Drains. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. Temporary Paved Flumes. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits. When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. Long-Term. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a

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

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

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

b. Short-Term.

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

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

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

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

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

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

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

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

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

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

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

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

8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

   d. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

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

   - fabric with minimal or no visible signs of biodegradation (weak fibers),
   - fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
   - posts without bends, and
   - backing without holes.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

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

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

   a. Installation. Measurement will be made in final position.

   b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

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

2. **Volume Measurement.**

   a. **In Place.**

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

      (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
      - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
      - the lines, grades and slopes of the accepted embankment for the feature.

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

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

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

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

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

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

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

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

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

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

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

A. Rock Filter Dams. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

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

2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

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

B. Temporary Pipe Slope Drains. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

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

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

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

C. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

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

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

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

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

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

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

E. Earthwork for Erosion and Sediment Control.

1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)", "Embankment (Erosion and Sediment Control, In Place)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

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

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

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

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

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

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

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

F. Construction Perimeter Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

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

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

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

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

H. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

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

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

I. Biodegradable Erosion Control Logs. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

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

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

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

CONTRACTOR CERTIFICATION OF COMPLIANCE
WITH STORM WATER REQUIREMENTS

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

The Contractor acknowledges its responsibility to satisfy the following requirements:

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

Signature and Title: _____

Date: _____

SAMPLE

SPECIAL SPECIFICATION
6834
Portable Changeable Message Sign

1. **Description.** Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. **Materials.** Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

   - Sign controller
   - Changeable Message Sign
   - Trailer
   - Power source

   Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595b, except paint the sign face assembly flat black.

   A. Minimum Luminance Requirements. All PCMS units shall meet the following luminance requirements measured at the character level in candela as is published in Report 4940-2, "Photometric Requirements for Portable Changeable Message Signs," conducted by the Texas Transportation Institute. Luminance will be tested in accordance with Tex-880.

   - Minimum Daytime Character Luminance of 4000cd/m2 with a contrast ratio of 5.
   - Minimum Nighttime Character Luminance of 30/cd/m2.

   B. Sign Controller. Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

   C. Changeable Message Sign. Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

   Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 78 in. high x 126 in. wide sign housing. Provide a minimum 18 in. character height. Provide a 5 x 7 character pixel matrix. Provide a message visibility distance of 750 ft. Provide for manual and automatic dimming light sources.

   The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

D. Trailer. Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

E. Power Source. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

F. Cellular Telephone. When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. Construction. Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. Measurement. This Item will be measured by each PCMS or by the day used. All PCMS units shall be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day shall be measured for each PCMS set up and operational on the worksite.

5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

CONTRACT NO. 03368-NTT-00-CN-MA
BOND NO. _____

IN THE STATE OF TEXAS §
§
§
§
COUNTY OF COLLIN §
§

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____ as Principal, hereinafter referred to as "Principal" and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the North Texas Tollway Authority, a political subdivision of the State of Texas, hereinafter referred to as "the Authority" in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Authority, dated the _____ day of _____, 20____, attached hereto and incorporated herein for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the work provided for in said contract.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal, shall pay all sub-contractors, workmen, laborers, mechanics, furnishers of material and claimants (as defined in Chapter 2253 of the Texas Government Code, as amended) supplying labor and material to him or sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and materials furnished for the construction of such improvements for the North Texas Tollway Authority, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work

performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument by duly authorized agents and officers and affixed corporate seal hereto on this the _____ day of _____, 20___.

Principal

By: _____ Title _____

Surety (Print First Name and Seal)

*By: _____
(Title)

Surety (Print First Name and Seal)

*By: _____
(Title)

_____
TEXAS RESIDENT AGENT

_____
Address

_____
City/State/Zip

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the power of attorney for our files.

CONTRACT NO. 03368-NTT-00-CN-MA
BOND NO. _____

IN THE STATE OF TEXAS §
§
§
§
COUNTY OF COLLIN §
§

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____ as Principal, hereinafter referred to as "Principal" and _____ _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter referred to as Surety (whether one or more), are held and firmly bound unto the North Texas Tollway Authority, a political subdivision of the State of Texas, hereinafter referred to as "the Authority" in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Authority, dated the _____ day of _____, 20_____, attached hereto and incorporated herein for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the work provided for in said contract.

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract, agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said contract and the plans and specifications therein referred to, and as well during any period of extension of said contract that may be granted on the part of the Authority, as during the original terms of same, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended.

IN WITNESS WHEREOF, the principal and the surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto on the _____ day of _____, 20__.

Principal

By: _____ Title _____

Surety (Print First Name and Seal)

*By: _____
(Title)

Surety (Print First Name and Seal)

*By: _____
(Title)

_____
TEXAS RESIDENT AGENT

_____
Address

_____
City/State/Zip

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the power of attorney for our files.

CONTRACT NO. 03368-NTT-00-CN-MA
BOND NO. _____

IN THE STATE OF TEXAS §
§
§
§
COUNTY OF COLLIN §
§

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____ as Principal, hereinafter referred to as "Principal" and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter referred to as Surety (whether one or more), are held and firmly bound unto the North Texas Tollway Authority, a political subdivision of the State of Texas, hereinafter referred to as "the Authority" in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Authority, dated the _____ day of _____, 20__, attached hereto and incorporated herein for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the work provided for in said contract.

WHEREAS, by furnishing this warranty bond, the Principal is obligated to protect the Authority against any defects in the portion of the work under said contract that is described below, expressly including, but not limited to, defects in materials and workmanship.

THE OBLIGATION TO PAY SAME is conditioned as follows:

The Principal shall repair or replace any defects in the work under said Contract that are discovered to be defective in materials and/or workmanship at any time within two (2) years from the date of final acceptance.

NOW THEREFORE, the condition of this obligation is such that if upon receiving written notice of a defect in the Warranty Work, the said Principal shall begin to correct the said defect and/or replace the defective Warranty Work within seven (7) days after the Authority gives the Principal such notice (or within such other time as may be stipulated by the Engineer in writing delivered to the Principal), and the said Principal shall

thereafter diligently and continuously prosecute such repair and/or replace such defective Warranty Work to a completion satisfactory to the Authority, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, IF, the Principal shall fail so to correct and/or replace defective Warranty Work, it is agreed that the Authority may cause any and all such defective Warranty Work to be remedied and/or replaced, with all associated costs thereof being borne by the Principal and the Surety under this Warranty bond.

AND PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that this bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price related to the Warranty Work or any component thereof, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

AND PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto on the _____ day of _____, 20__.

Principal
By: _____` Title _____

Surety (Print First Name and Seal) Surety (Print First Name and Seal)

*By: _____ *By: _____
(Title) (Title)

_____
TEXAS RESIDENT AGENT

_____
Address

_____
City/State/Zip

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the power of attorney for our files.

CONTRACT

This contract made this _____ day of _____, 20__ ,by and between North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas authorized and existing pursuant to Chapter 366 of the Texas Transportation Code, hereinafter referred to as the "Authority", and _____ _____ ,a _____, whose address is _____ _____, hereinafter referred to as the "Contractor".

WHEREAS, the Authority desires to enter into a contract for the Project construction as shown and described in the plans, Texas Standard Specifications, Special Provisions, thereto and Special Specifications, and General Notes and Specification Data included herein and all addenda thereto, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the desired and herein outlined work, and is ready and willing to perform such work in accordance with the prices in the proposal and the provisions of the herein included Texas Standard Specifications as amended by the special provisions and special specifications, the proposal, the plans, and all addenda thereto.

NOW THEREFORE, for and in consideration of the prices in the proposal, said proposal being made a part of this contract for all purposes, the Contractor agrees to do, at its own sole cost and expense, all the work necessary for the Project improvement shown and described in the plans and in accordance with the provisions of the Texas Standard Specifications, the Special Provisions thereto, and Special Specifications, General Notes And Specification Data, and the Proposal, and all addenda thereto, such addenda being _____ _____ all of which are a part of this contract, and to render all services, deliver all materials and furnish all equipment and labor required for the performance thereof.

The work to be constructed under this contract shall be completed in full in 90 calendar days from the commencement of time charges.

The Authority, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth in the proposal, subject to adjustment as herein provided.

The Contractor expressly warrants that (a) to the best of Contractor's knowledge, no member, employee, or agent of the Authority has any interest, direct or indirect, in this contract, and (b) it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by it hereunder; and (c) in estimating the price demanded by it hereunder, it has not included any sum by reason of any such brokerage, contract, commission or percentage, and that all moneys payable to it hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. It further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Authority or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, contract, commission, or percentage so paid or agreed to be paid or both.

The undersigned signatory for the Contractor hereby represents and warrants that he/she has complete authority to execute this contract on behalf of the Contractor. The above-stated representation and warranty is made for the purpose of inducing the Authority to execute this contract.

It is acknowledged and agreed by both parties hereto that this contract and the documents referenced herein constitute the entire agreement between such parties for the construction of the work contemplated herein.

Upon execution, this contract will supersede all prior discussions and agreements of the parties relating to the subject matter hereof, by and between the Authority and the Contractor. This contract (including the Plans, General Notes and Specification Data, Texas Standard Specifications, Special Provisions, Special Specifications, Proposals, and Contract Bonds referenced and all addenda and change orders herein or exhibits, schedules and other attachments hereto) constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, whether oral or written, in regard thereto. This contract cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this contract.

This contract shall be binding upon and inure to the benefit of the Authority, the Contractor, and their respective heirs, executors, administrators, successors, and permitted assigns, including without limitation any successor agency to the Authority.

Standard Provisions:

Governing Law; Venue. This contract shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Collin County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Counterparts. This contract may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Severability. If any provision of this contract shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of said provision and of this contract shall not be affected thereby, and each provision of this contract shall be valid and shall be enforced to the fullest extent provided by law, unless such provision or the application of such provision is, in the sole determination of the Authority, essential to its rights hereunder, in which event the Authority may terminate this contract in accordance with the optional termination provisions herein.

Non-Discrimination Policy. The Authority is an equal opportunity employer. In conducting business with or on behalf of the Authority, the Contractor shall not discriminate against any person because of race, age, color, religion, sex, sexual orientation, gender identity, disability, veteran status, ancestry, national origin or place of birth.

Captions Not A Part Hereof. The captions and headings of the several sections, paragraphs, and divisions of this contract are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its sections, paragraphs, divisions, or other provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the date first set forth above.

THE AUTHORITY:

ATTEST:

North Texas Tollway Authority,

a regional tollway authority and a political subdivision of the State of Texas

_____

Secretary

By: _____

Executive Director

Gerry Carrigan

ATTEST:

THE CONTRACTOR:

a _____

_____

Secretary

By: _____