SPECIAL PROVISIONS – REVISION 1

SP-1 GENERAL:

For this contract, the TxDOT Standard Specifications for Construction of Highways, Streets and Bridges. November 1, 2014, which all amendments thereto, shall govern and shall constitute the technical specifications except as herein amended or supplemented. They will be referred to as the Standard Specifications and will not be physically bound with the other contract documents. A .pdf copy may be downloaded from the Texas Department of Transportation website.

The following Special Provisions shall take precedence over all other contract conditions, specifications and agreements.

SP-2 DEFINITIONS:

The word "County" or "Owner" in these documents shall be understood as referring to the County of Gregg, Texas

The word "Engineer" in these documents shall be understood as referring to MALY & ASSOCIATES, INC. CONSULTING ENGINEERS, 5209 Judson Rd., Longview, TX 75605, Engineer of the Owner, or such other Engineer, Supervisor or Inspector as may be authorized by the Owner to act in any particular position.

The word "Contractor" in these documents shall be understood as referring to the person, firm or corporation with whom the Owner has executed the contract or agreement.

SP-3 PROJECT DESCRIPTION:

The work to be performed under the provisions of these contract documents consists of construction of: Approximately 1800 LF of Concrete and Asphalt Streets, Select Fill subgrade, Limestone Flexbase base and asphalt or concrete surface coarse - some with curb & gutter or integral curb, driveways and associated driveway culverts with 4:1 S.E.T. headwalls. Raised concrete medians with curb & gutter, striping, signage, directional arrows, curb inlet with storm drain pipe and associated Gabion mattress outfall structure. The project is to be closed for the duration of construction except to local residents. The Owner would like to complete and open the south half of the project, containing the concrete intersection and asphalt pavement from station 3+50 to 11+50 prior to completing the north half of the project.

SP-4 AWARD OF CONTRACT:

The award, if made, shall be to the lowest responsible bidder within 14 days after the opening of proposals. It is the intention of the Owner to award a single contract for this work.

SP-5 CONTRACT DRAWINGS AND SPECIFICATIONS:

Plans shall govern over Specifications.

SP-6 BONDS - AMOUNT AND TERMS:

The amount of the Bid Bond for this project shall not be less than five percent (5 *%)* of the largest possible total for the bid submitted.

The amount of the Performance, Payment and Maintenance Bonds shall each be in an amount equal to one hundred percent (100%) of the total awarded contract price. The Maintenance Bond shall remain in force for a period of one (1) year after the date of final acceptance of the work by the Owner.

SP-7 WARRANTY:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within one (1) year after completion of construction of the project, and acceptance by the Owner, the Contractor shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the Owner or Engineer. In the event of failure of the Contractor to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the Owner rnay choose to replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the Contractor shall pay to the Owner the cost and expense thereof.

SP-8 RECORD DRAWINGS:

The Contractor shall as part of this contract provide record drawings. These drawings shall illustrate how the project was constructed in the field. All modifications to the proposed design shall be drawn on a set of reproducible drawings. No special pay will be made for providing these documents. One set of reproducible "As Bid" plans will be supplied to the Contractor by the Engineer for use in preparing these record drawings.

SP-9 ADDENDA:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer at least 96 hours prior to bid opening. Answers to all such requests will be bound and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the

bid proposal.

SP-10 COMPLETION TIME AND LIQUIDATED DAMAGES:

It is understood and agreed between the parties hereto that time is the essence of this contract to complete this project in the shortest timeframe possible realizing delays due to inclement weather. As part of the consideration of Contract award the Contractor is to list the total amount of Calendar days will be required to complete this project. For each day that this time is exceeded there will be a cost of $500 per day that exceeds the Contractor's estimate. It is understood between the parties hereto that charge shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

SP-11 MINIMUM WAGE RATES:

The prevailing wage rates determined applicable for this project is attached and made a part of these Contract Documents. Not less than these rates must be paid on this project.

SP-12 LINES AND GRADES:

Item 2.5 of the General Provisions is hereby deleted and replaced with the following:

The construction plans include horizontal control (coordinates) and vertical control points (benchmarks). These have been established in the field and will be re-established or shown to the Contractor prior to commencing construction. After construction has started, the Contractor shall be responsible for protecting and preserving these controls. From these controls, the Contractor shall stake all alignments for the work and will be responsible for all horizontal and vertical construction staking.

SP-13 COPIES OF PLANS AND SPECIFICATIONS FURNISHED:

Three (3) sets of plans and specifications (not including the Standard Specifications) shall be furnished to the Contractor at no charge for construction purposes. Additional sets may be obtained from the Engineer at the cost of reproduction.

SP-14 INFORMATION CONCERNING CONDITIONS:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and water conditions to be encountered; improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to

underground structures and surface structures, foundation conditions, character of soil, position and quality of ground and subsoil water, etc., are not guaranteed by the Owner.

SP-15 EXISTING STRUCTURES. FACILITIES AND IMPROVEMENTS:

The Contractor's attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans or in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents. Any costs associated with the relocation of main utility lines owned by other utilities shall not be the responsibility of the Contractor. Any delays associated with the relocation of other utilities shall not be basis for a claim for extra pay.

In the progress of the work, the Contractor may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the Contractor to the satisfaction of the Owner, except those for which specific pay items appear in the Proposal.

Any utilities damaged during construction work shall be immediately repaired at the Contractor's expense.

The Contractor shall at all times maintain an all-weather access road in a condition which will provide easy ingress and egress to local residents that reside within the project limits. The limits of the proposed project will be closed to through traffic other than those residing on said street.

Whether shown on the plans or not, the Contractor shall be responsible for the removal of all facilities within the project area and shall be capped or plugged and marked on the surface their horizontal and vertical location in connection with the work.

SP-16 PROTECTION OF TREES, PLANTS AND SOIL:

All property along and adjacent to the Contractor's operations including lawns, yards, shrubs, trees, irrigation systems, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work. Any trees or other landscape features scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Trimming or pruning to facilitate die work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

The Contractor shall take all precautions required to prevent soil erosion during construction. If excessive erosion occurs, the Contractor shall take immediate measures to prevent further erosion

and restore the disturbed surface with topsoil at completion of the work. No special payment will be made for this work.

SP-17 EXPLOSIVES. BLASTING. ETC.:

No explosives shall be used on this project.

SP-18 WORK WITH OWN FORCES:

The Contractor shall perform with his own forces work of a value of not less than 50% of the contract amount.

SP-19 INSPECTION AND TESTING:

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

Inspections and tests as required will be paid for by the Owner unless otherwise specified. However, the Contractor shall furnish at his expense all necessary specimens and samples for testing. Any test results not meeting the specifications will require additional tests and inspections paid for by the Contractor. The Engineer will determine the additional testing and extra inspection required to insure conformance with the Contract.

SP-20 OCCUPATIONAL SAFETY AND HEALTH ACT:

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the Contractor to familiarize himself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his responsibilities thereunder.

SP-21 FIELD OFFICE:

The Contractor will not be required to furnish a field office on this contract. The Contractor will be required to maintain at the job site at all times when the work is in progress a competent superintendent and a complete set of the Plans and Specifications with all other details pertaining to the work.

Correspondence, questions concerning the project, interpretations and instructions shall be to or through the Superintendent. The Engineer will not in any manner supervise the Contractor.

SP-22 RIGHT-OF-WAY:

Without cost to the Contractor, the Owner will provide the necessary right-of-way or easements required for the project. However, the Contractor may require additional temporary easements for the duration of the work for his construction, storage or access. All such temporary easements shall be obtained by the Contractor at no additional cost to the Contract or the Owner.

Unless specifically provided otherwise, the Contractor, as a part of his work, shall clear all right-of-way or easements of all obstructions to the work. On conclusion of his operations, he shall replace, repair or restore any improvements which may have been removed or damaged, as directed by the Engineer.

The Contractor shall take adequate precautions to protect all property along and adjacent to the Contractor's field of operations, especially but not limited to fences, lawns, yards, shrubs and trees. Any damage shall be restored, repaired, replaced or renewed to a condition equal to or better than existed prior to the Contractor's operations.

SP-23 LIMITS OF CONTRACTOR'S OPERATIONS:

The working operations of the Contractor shall at all times be conducted so as to create a minimum of inconvenience to the Owner or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the Contractor.

SP-24 PERMITS AND LICENSES:

The Contractor shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work.

SP-25 ROYALTIES AND PATENT FEES:

All costs of royalties or patent fees in connection with any equipment items or operation employed by the Contractor shall be included in the bid price and no other compensation will be allowed.

SP-26 SALES TAX:

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

Sales tax exemption certificates and/or resale certificates will be issued by the Owner in accordance with the contract amounts indicated for tax exempt materials and equipment. The Contractor's attention is directed to Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas, Limited Sales, Excise and Use Tax and the recent revisions to Section 151.311 of the tax code as adopted by H.B. 11 passed by the Legislature of the State of Texas and enacted August 13, 1991. It shall be the sole responsibility of the Contractor under the terms of this agreement to determine the applicability of the revisions to the tax code and pay all applicable taxes associated with this project without additional or separate pay for the same from the Owner.

SP-27 USE OF A SECTION OF THE WORK:

Whenever, in the opinion of the Engineer, any section or portion of the work, or any structure is

in suitable conditions, it may be put into use upon written order of the Engineer or Owner, and such use shall in no way be interpreted as acceptance of said work or waive any of the provisions of the contract.

All repairs or replacements required on any section of the work put to use shall be performed by the Contractor at no additional cost to the Owner.

SP-28 WATER FOR CONSTRUCTION:

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The cost of all water so used, including the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal.

SP-29 CLEAN-UP:

During construction the Contractor shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily route of clean-up. All trees, stumps, slashings, brush or other debris to be removed from the site, shall be disposed of in a manner approved by the Engineer. Burning of trash, etc., will only be permitted^ where allowed by Local Ordinances and State Pollution Regulations.

Surplus dirt or earth shall be removed from the site and satisfactorily disposed of unless otherwise directed by the Engineer.

Upon completion of the work as a whole and prior to final acceptance, the Contractor shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He shall leave the site in a neat and orderly condition with an appearance satisfactory to the Engineer and Owner. Method and location of disposal or surplus and waste materials shall be satisfactory to the Engineer.

The Contractor shall then thoroughly clean all equipment and materials installed by him and shall present for final inspection materials and equipment in a clean, bright and new condition.

No extra payment will be made for any clean-up required on the project.

SP-31 BARRICADES. WARNING SIGNS AND WATCHMEN:

This project will be closed to thru traffic for the duration of construction and shall be opened to the general public with the approval of the Owner. The Contractor shall make provisions for a safe, all-weather road to allow local residence to access their homes and travel to and from the project as needed 24 hours a day, 7 days a week.

The Contractor shall at his own expense, furnish, erect and maintain all necessary barricades, lights and warning signs in accordance with the Texas Manual on Uniform Traffic Control Devices and Texas Department of Transportation. In addition, the Contractor shall provide watchmen and take necessary precautionary measures for the protection of persons, property and the work when warranted by either the work or as directed by the Owner.

A sufficient number and size of barricades shall be erected and maintained to keep pedestrians and vehicular traffic separated from the work under construction, material stockpiles and equipment. Barricades shall be color painted and easily visible at night and from sunset to sunrise each barricade shall have an easily visible light.

The Contractor shall be responsible for all damage to the work, persons or the public due to failure or inadequacy of barricades, warning signs, lights, or watchmen. The Contractor's responsibilities for the maintenance of barricades, warning signs, lights and watchmen, shall not cease until the project has been completed and accepted by the Owner. No compensation will be paid to the Contractor for the furnishing, maintaining or removal of any of the required precautionary measures for the protection of the work or the public.

SP-32 DUST CONTROL:

When directed by the Owner's Project Representative, the Contractor shall sprinkle areas where dust conditions create a nuisance or hazard within the limits of the project. This work shall be governed by Item 204 Sprinkling of Div II of the Construction Details for Subbase and Base Courses. No separate measurement and payment for sprinkling.

SP-33 SEQUENCE OF CONSTRUCTION:

Prior to construction, it shall be the responsibility of the Contractor to furnish the Engineer with a schedule defining the phases of construction and outlining anticipated time of completion, including sufficient time being allowed for clean-up. Clean up shall be performed as the pavement is completed.

SP-34 DESCRIPTION OF PAY ITEMS:

The following descriptions are intended to clarify the nature of the work required for this project, the provisions of the standard technical specifications shall apply, except as otherwise noted herein:

Pay Item 2 – Traffic Plan for Road Closure (Barricade, Signage, Flagmen)

This Item is compensation for all costs associated with the planning and installation of barricades, signage, public notices for closure of Tryon Road and Hawkins Parkway to thru traffic within the limits of the project starting at Williams Road to the south, Sam Page Road to the north and the east property line of the Target Shopping Center. This would allow cars the opportunity to reverse their direction using public streets and/or

drive entrances before entering the limits of the project. Costs associated with constructing and maintaining the accessible routes for the duration of the project temporary roadway access into the actual onsite residential property would also be considered subsidiary to this Pay Item. The Contractor will coordinate with the Owner, Commissioner Ronnie McKinney on the notification and any and all issues that may come up during the project duration. This item also includes continuous maintenance to ascertain that all protective and instructive signage is in good working order and meets the minimum requirements of the MUTCD and TxDOT's Traffic Control measures in order to protect the Public.

Pay Item 4 – Erosion Control BMPs

This Item will include all necessary materials to capture and control erosion runoff within the limits of the project including silt fence, rock berms, inlet silt sacks and all other BMP's, including the labor to install and maintain the erosion control devises for the duration of the project per TCEQ and NPDES requirements. The project limits incorporate approximately 3.5 acres and therefor will not require the submittal of a Notice of Intent (NOI) nor Notice of Termination (NOT) to the State. The Contractor will work under the State's General Permit for this project site.

Pay Item 5 – ROW Preparation (TxDOT 100)

This item will include the cost of saw-cutting of existing pavement for removal.

Pay Item 9 – 6" Limestone Flexbase for Temporary Drive

This item will include the scarifying and compacting of an in-place subgrade to a level road base, installation of Item 247 Limestone Flexbase, Grade 2 Type A to a depth of 6" and to the lines and grades as indicated on the plans. The flexbase will be up to the edge of the proposed pavement. This drive will not have the 2" of HMAC as with other residential drives but will have an additional depth of 2" of Limestone Flexbase material to total an overall depth of 8".

Pay Item 12 – 8" Concrete Pavement (3600 PSI @ 28-days)

After placement of the concrete pavement section, saw-cutting of the pavement and ultimately sealing of the sawcut joints with grey silicone caulk are all subsidiary to the SF unit price. This also includes the purchase and use of a curing compound (white pigment only) after completion of the finished texture of the surface.

Pay Item 14 – 6" Raised Median w/ 4" Concrete Flatwork

Payment for this item is by the square foot of 4" concrete flatwork, steel reinforcing, forms and all other appurtenances associated with placement and finish of the concrete flatwork. The 6" integral curb and/or 18" curb & gutter shall be measured and paid

for using the unit price for each item.

Pay Item 16 – Residential Drwy (2” HMAC over 6” Flexbase)

This item will include the scarifying and compacting of a level subgrade, installing road base of Item 247 Limestone Flexbase, Grade 2 Type A to a depth of 6” and to the lines and grades as indicated on the plans. The flexbase will be up to the edge of the proposed pavement. This drive will be finished with 2” of HMAC Type D asphalt as indicated in the plan details Sht. C1.12.

Pay Item 21 – 18” Class III RCP

This item shall include a filter fabric wrap across each sealed joint per City of Longview construction requirements. The fabric will cover a minimum of 6” of pipe measured from the CL of the joint and will circumvent the pipe. The filter fabric and associated labor to install shall be subsidiary to the unit pipe costs per foot.

Pay Item 26 – Directional Arrows, Words and Stop Bars

This item consists of the work and materials required to mark the finished pavement areas with Directional Arrows, Verbiage and Stop Bars where indicated on the plans. TxDOT Item 666 Type I paint shall be used for all but striping. Payment shall be per each item placed.

Pay Item 27, 28 & 29 - 4" and 12” Wide Paint Striping

This item consists of the work and materials required to mark the finished pavement areas with 4" wide paint stripes as required by the striping layout with "Traffic Paint" as specified in TxDOT Item 666 Type II. Type II paint shall be used for all striping. All surfaces shall be cleaned per Item 666.

Pay Item 30 – Signage (Stop, Yield, One Way, etc.)

This Item shall be in the location and manner as described in the MUTCD manual – PART II – Signs as to mounting, founding and location. Payment shall be per each sign installed. The Owner reserves the right to remove, change or add any traffic sign at the unit price indicated for the purchase of and installation of said sign per regulatory location requirements.

Pay Item 31 – Furnishing and Installing 4” of Topsoil.

This Item will be measured by the 100-foot Station of disturbed surface prior to placement of Common Bermuda Grass Sod.3. This item includes the materials and labor to backfill up to the edge of the surface pavement.