

**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR
SMITHFIELD MIDDLE SCHOOL
SAFE ROUTES TO SCHOOL
(SD2404)**

**FOR THE
CITY OF NORTH RICHLAND HILLS**



July 2025

**City of North Richland Hills
Public Works Department**

**Federal Aid Project #: STP 2025(946)TP
CSJ: 0902-90-292**

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SECTION I

NRH PURCHASING GUIDANCE



PURCHASING DEPARTMENT

REQUEST FOR BID

**SMITHFIELD MIDDLE SCHOOL
SAFE ROUTES TO SCHOOL
(SD2404)**

BIDS DUE WEDNESDAY, AUGUST 13, 2025

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: RFB 25-018
- Bid Type: REQUEST FOR BID
- Bid Name: SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)
- Bid Due Date: Wednesday, August 13, 2025
- Bid Due Time: 2:00 P.M. Central Time
- Pre-Bid Conference: 10:00 A.M. Central Time, Wednesday July 30, 2025
- Location: Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Wednesday, August 6, 2025
 - Time: 12:00 P.M. Central Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write 'to be provided with Contract Documents if awarded to the construction contract.'

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any irregularities.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Wednesday, August 13, 2025**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Failure to submit required TxDOT forms;
- h) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the bidder presenting the lowest price.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

13. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

14. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

15. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

16. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

17. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's

fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

18. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

19. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

20. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

21. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

22. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

23. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree

☐ I do not agree

24. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against

energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

26. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

“The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment Bonds (if applicable): CONTRACTOR shall procure Payment Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment Bonds (if applicable): CONTRACTOR shall procure Payment Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Tarrant

Curtis J. Green verifies that:
(Name)

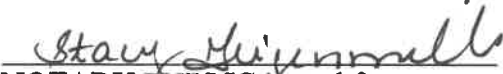
- (1) He/She is owner, partner, officer, representative, or agent of
C. Green Scaping, LP, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way
colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person
to submit a collusive or sham bid in connection with attached bid and the price or prices
quoted herein are fair and proper.


SIGNATURE

Curtis J. Green
PRINTED NAME

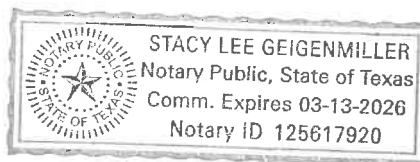
Subscribed and sworn to before me this

13 Day of August 2025


NOTARY PUBLIC in and for

Tarrant County, Texas.

My commission expires: 3/13/2026



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:	C. Green Scaping, LP
ADDRESS:	2401 Handley Ederville Rd
CITY, STATE & ZIP:	Ft. Worth, TX 76118
TELEPHONE:	817-577-9299
FAX	817-577-9331
EMAIL:	cgreen@greenscaping.com
SIGNATURE:	
PRINTED NAME:	Curtis J. Green
DATE:	8/13/2025

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C. Green Scaping, LP
FT WORTH, TX United States

Certificate Number:
2025-1374460

Date Filed:
10/08/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CSJ: 0902-90-292
Smithfield Middle School Safe Routes to School (SD2404)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ruiz, Cathleen	FT WORTH, TX United States	X	
	Green, Curtis	FORT WORTH, TX United States	X	
	C&C Green Enterprises, LLC	FT WORTH, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Curtis J. Green, and my date of birth is 11/4/1966

My address is 2401 Handley Ederville Rd, Ft. Worth, TX, 76118, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 8 day of October, 2025
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>**

**North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>**

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: C. Green Scaping, LP

Representative: Curtis J. Green

Address: 2401 Handley Ederville Rd

City, State, Zip: Ft. Worth, TX 76118

Telephone No. 817-577-9299 **Fax No.** 817-577-9331

Email address: cgreen@greenscaping.com

INDICATE ALL THAT APPLY:

- ☒ **Minority-Owned Business Enterprise**
- ☒ **Women-Owned Business Enterprise**
- ☒ **Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

C. Green Scaping, LP

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
N/A

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

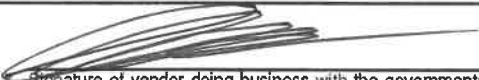
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

8/13/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
N/A			City Response: ____ Accepted ____ Not Accepted Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. TXDOT STANDARDS AND 2024 STANDARD SPECIFICATIONS FOR
CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS on forms prepared by the Engineer will be received by the office of the Purchasing Manager of the City of North Richland Hills until **2:00 p.m. on Wednesday, August 13, 2025** for furnishing all labor, material, equipment and the performance of all work required for:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

COMPLETED BID FORMS DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The "as read" bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

BIDDERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from **Public Purchase** (see below).

A NON-MANDATORY PRE-BID CONFERENCE will be held at **10:00 a.m. on Wednesday, July 30, 2025** , at **Community Room, 4301 City Point Dr, North Richland Hills, TX 76180**.

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Eva Martinez, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (<http://www.publicpurchase.com>) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Bidder to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids and waive any irregularities in the bids received.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK: This project consists of concrete sidewalk, curb ramp construction, pavement marking, and signing improvements along Amundson Road, Main Street, Simmons Road, and Chilton Drive. Proposed improvements will total nearly 2.1 miles.

CITY OF NORTH RICHLAND HILLS

Eva Martinez
Purchasing Manager

ADVERTISEMENT DATES:

- **July 11, 2025**
- **July 18, 2025**

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF BIDDERS:

TxDOT pre-qualification of bidders is required. TxDOT prequalification requirements are stated in TxDOT Item 2L.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held at 10:00 A.M. Central Time Wednesday, July 30, 2025, at Community Room, 4301 City Point Dr, North Richland Hills, TX 76180.

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project.

7. POWER OF ATTORNEY:

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the 2024 TxDOT Standard Specifications: <https://www.txdot.gov/business/resources/txdot-specifications/2024-standard-specifications.html>.

9. UNIT PRICE CONTRACT:

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items. The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

10. MEASUREMENT AND PAYMENT:

The basis of payment for the pay items is defined by TxDOT local government general requirements and covenants Item 9L 'Measurement and Payment' and the TxDOT 2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within fifteen (15) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

12. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

13. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Eva Martinez, Purchasing Manager by **12:00pm (noon) CT on Wednesday, August 6, 2025**. Answers to all such requests will be 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 omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Eva Martinez, Purchasing Manager 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 form as submitted by the bidder must be so constructed as to include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Eva Martinez, Purchasing Manager or directly through Public Purchase and to be given consideration, must

be received by **12:00PM (noon) on Wednesday, August 6, 2025.**Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

14. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the City Engineer and have his approval for all such submittals as required in the Technical Specifications.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Kubota Skid Steers - SVL 75-2HW Model (14 units)

Kubota Skid Steers - SVL 97-3HFCC (2 units)

Kubota Mini Excavators (11 units)

Ditch Witch Trenchers (7 units)

Vermeer Trenchers (3 units)

Cat Excavator 320 Model (2 units)

Kubota Zero Turn mowers (4 units)

Numerous attachments for equipment noted above, along with compactors, rollers,

dump truck, water trucks, trailers and work trucks

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

None - all work performed in house

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BID FORM
FOR
SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO
SCHOOL (SD2404)
FOR THE
CITY OF NORTH RICHLAND HILLS, TEXAS

**(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS
ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)**

Bid Opening Date: 2:00PM Central Time, Wednesday, August 13, 2025

TO: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

FOR: SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL
(SD2404)

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE across the blanks.)**

Addendum No. 1 - Date Received _____

Addendum No. 2 - Date Received _____

Addendum No. 3 - Date Received _____

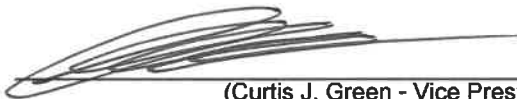
Addendum No. 4 - Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within fifteen (15) days after written notification of award of the contract to him and to begin the work to be performed under the contract within fifteen (15) days after written authorization to begin the work (Work Order) and to complete the work in full within **100 working days** after the date specified in the "Notice to Proceed". See contract for additional schedule / time requirements.

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed:



(Curtis J. Green - Vice President)

Company: C. Green Scaping, LP

Address: 2401 Handley Ederville Rd

Ft. Worth, TX 76118

SEAL

(If Bidder is a Corporation)

Telephone: 817-577-9299

Fax: 817-577-9331

Submitted by: C. Green Scaping, LP

an individual
A partnership
A corporation

Doing Business As: Limited Partnership

MERCHANTS
BONDING COMPANY™

Merchants Bonding Company (Mutual) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That C. Green Scaping LP

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of North Richland Hills

4301 City Point Drive, North Richland Hills, TX 76180

(hereinafter called the Obligee) in the full and just sum of (5%)

Five Percent of Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 13th day of August, 2025.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for
RFB 25-018: Smithfield Middle School Safe Routes to School

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Stacy Hageman

C. Green Scaping LP

By Curtis J. Green, Vice President

Attest:

Ricky Pleasant, Jr.
Ricky Pleasant, Jr.

Merchants Bonding Company (Mutual)

By Courtney J. Goulding, Attorney-in-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Courtney J. Goulding**

Surety Bond #: Bid Bond
Principal: C. Green Scaping LP
Obligee: City of North Richland Hills

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2025.



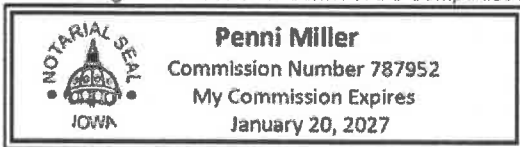
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of August, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of August, 2025.



Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)
Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

USI Insurance Services
Call: 512-451-7555
Mail: 7600-C N. Capital of Texas Hwy #200, Austin, TX 78731

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

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Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
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Smithfield Middle School SRTS

1	0100 7004 TXDOT	PREP ROW (TREE REMOVE) (12"-24" DIA) Two thousand, two hundred	1	EA	\$ 2,200.00	\$ 2,200.00
		dollars and no cents per unit				
2	0100 7013 TXDOT	TREE PROTECTION (INSTALL) Two hundred	6	EA	\$ 200.00	\$ 1,200.00
		dollars and no cents per unit				
3	0100 7015 TXDOT	TREE PROTECTION (REMOVE) Fifty	6	EA	\$ 50.00	\$ 300.00
		dollars and no cents per unit				
4	0104 7011 TXDOT	REMOV CONC (DRIVEWAYS) Twenty-nine	70	SY	\$ 29.00	\$ 2,030.00
		dollars and no cents per unit				
5	0104 7013 TXDOT	REMOV CONC (SIDEWALK, RAMP OR SUP) Twenty-nine	510	SY	\$ 29.00	\$ 14,790.00
		dollars and no cents per unit				
6	0104 7018 TXDOT	REMOV CONC (CURB OR CURB & GUTTER) Twelve	330	LF	\$ 12.00	\$ 3,960.00
		dollars and no cents per unit				
7	0110 7001 TXDOT	EXCAV (ROADWAY) Fifty-three	90	CY	\$ 53.00	\$ 4,770.00
		dollars and no cents per unit				
8	0132 7011 TXDOT	EMBANK (FNL)(OC)(TY D) Forty-nine	20	CY	\$ 49.00	\$ 980.00
		dollars and no cents per unit				
9	0160 7002 TXDOT	FURN & PLACE TOPSOIL (4") Seven	1,200	SY	\$ 7.70	\$ 9,240.00
		dollars and seventy cents per unit				
10	0162 7002 TXDOT	BLOCK SODDING Six	1,200	SY	\$ 6.80	\$ 8,160.00
		dollars and eighty cents per unit				
11	0168 7001 TXDOT	VEGETATIVE WATERING Sixty	50	MG	\$ 60.00	\$ 3,000.00
		dollars and no cents per unit				
12	0194 7011 TXDOT	RDSIDE AMENITY Three hundred thirty-five	15	EA	\$ 335.00	\$ 5,025.00
		dollars and no cents per unit				
13	0500 7001 TXDOT	MOBILIZATION Seventeen thousand, six hundred	1	LS	\$ 17,600.00	\$ 17,600.00
		dollars and no cents per unit				
14	0502 7001 TXDOT	BARRICADES, SIGNS AND TRAFFIC HANDLING Three thousand, seven hundred twenty	5	MO	\$ 3,720.00	\$ 18,600.00
		dollars and no cents per unit				
15	0503 7001 TXDOT	PORTABLE CHANGEABLE MESSAGE SIGN One hundred twenty	150	DAY	\$ 120.00	\$ 18,000.00
		dollars and no cents per unit				
16	0506 7039 TXDOT	TEMP SEDMT CONT FENCE (INSTALL) Seven	400	LF	\$ 7.00	\$ 2,800.00
		dollars and no cents per unit				
17	0506 7041 TXDOT	TEMP SEDMT CONT FENCE (REMOVE) One	400	LF	\$ 1.00	\$ 400.00
		dollars and no cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
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Smithfield Middle School SRTS

18	0506 7043 TXDOT	BIODEG EROSN CONT LOGS (INSTL) (8") Fifteen	180	LF	\$ 15.30	\$ 2,754.00
		dollars and thirty cents per unit				
19	0506 7046 TXDOT	BIODEG EROSN CONT LOGS (REMOVE) Three	180	LF	\$ 3.00	\$ 540.00
		dollars and no cents per unit				
20	0530 7006 TXDOT	DRIVEWAYS (CONC) Eighty-nine	70	SY	\$ 89.30	\$ 6,251.00
		dollars and thirty cents per unit				
21	0531 7001 TXDOT	CONC SIDEWALKS (4") Seventy-three	1,310	SY	\$ 73.00	\$ 95,630.00
		dollars and no cents per unit				
22	0531 7005 TXDOT	CURB RAMPS (TY 1) One thousand, one hundred seventy-six	9	EA	\$ 1,176.00	\$ 10,584.00
		dollars and no cents per unit				
23	0531 7006 TXDOT	CURB RAMPS (TY 2) Two thousand, five hundred seventy-four	2	EA	\$ 2,574.00	\$ 5,148.00
		dollars and no cents per unit				
24	0531 7008 TXDOT	CURB RAMPS (TY 5) Four thousand, two hundred sixty-five	23	EA	\$ 4,265.00	\$ 98,095.00
		dollars and no cents per unit				
25	0531 7010 TXDOT	CURB RAMPS (TY 7) Two thousand, eight hundred nineteen	11	EA	\$ 2,819.00	\$ 31,009.00
		dollars and no cents per unit				
26	0531 7025 TXDOT	CONC SIDEWALKS (SPECIAL) Two hundred fifty-seven	140	SY	\$ 257.00	\$ 35,980.00
		dollars and no cents per unit				
27	0636 7001 TXDOT	ALUMINUM SIGNS (TY A) Two hundred	7	SF	\$ 200.00	\$ 1,400.00
		dollars and no cents per unit				
28	0644 7001 TXDOT	IN SM RD SN SUP&AM TY10BWG(1)SA(P) Six hundred ninety	39	EA	\$ 690.00	\$ 26,910.00
		dollars and no cents per unit				
29	0644 7065 TXDOT	RELOCATE SM RD SN SUP&AM TY 10BWG Five hundred twenty	7	EA	\$ 520.00	\$ 3,640.00
		dollars and no cents per unit				
30	0644 7072 TXDOT	RELOCATE SM RD SN SUP&AM(SIGN ONLY) Two hundred twenty-five	2	EA	\$ 225.00	\$ 450.00
		dollars and no cents per unit				
31	0644 7073 TXDOT	REMOVE SM RD SN SUP&AM One hundred	4	EA	\$ 100.00	\$ 400.00
		dollars and no cents per unit				
32	0666 7182 TXDOT	RE PM TY II (W) 12" (SLD) Five	210	LF	\$ 5.40	\$ 1,134.00
		dollars and forty cents per unit				
33	0666 7184 TXDOT	RE PM TY II (W) 24" (SLD) Thirteen	1,140	LF	\$ 13.00	\$ 14,820.00
		dollars and no cents per unit				
34	0666 7350 TXDOT	PAVEMENT SLER 12" No	210	LF	\$ 0.25	\$ 52.50
		dollars and twenty-five cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Total Quantity	Unit	Unit Bid Price	Amount Bid
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Smithfield Middle School SRTS

35	0666 7352 TXDOT	PAVEMENT SLER 24"	1,140	LF	\$ 0.50	\$ 570.00
		No dollars and fifty cents per unit				
36	0677 7006 TXDOT	ELIM EXT PM & MRKS (12")	210	LF	\$ 2.00	\$ 420.00
		Two dollars and no cents per unit				
37	0677 7008 TXDOT	ELIM EXT PM & MRKS (24")	60	LF	\$ 3.00	\$ 180.00
		Three dollars and no cents per unit				
38	0678 7006 TXDOT	PAV SURF PREP FOR MRK (12")	210	LF	\$ 0.25	\$ 52.50
		No dollars and twenty-five cents per unit				
39	0678 7008 TXDOT	PAV SURF PREP FOR MRK (24")	1,140	LF	\$ 0.50	\$ 570.00
		No dollars and fifty cents per unit				
40	7004 7055 TXDOT	REMOVE AND RELOCATE METERS AND BOXES	15	EA	\$ 1,300.00	\$ 19,500.00
		One thousand, three hundred dollars and no cents per unit				
41	7006 7061 TXDOT	ADJUST MANHOLE (SANITARY SEWER)	1	EA	\$ 3,300.00	\$ 3,300.00
		Three thousand, three hundred dollars and no cents per unit				

TOTAL BASE BID

Four hundred seventy-two thousand, four hundred forty-five DOLLARS
no CENTS \$ 472,445.00

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant N/A c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: N/A ☐ a. bid/offer/application b. initial award c. post-award		3. Report Type: ☐ a. initial filing N/A b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: N/A Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: CFDA Number, if applicable: N/A		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Curtis J. Green Title: Vice President Telephone No.: 817-577-9299 Date: 8/13/2025		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Non-Collusion Affidavit and Debarment Certification

PROJECT: Smithfield Middle School Safe Routes to School
HIGHWAY: Main Street
COUNTY: TARRANT
TXDOT CSJ: 0902 90 292

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR FOR A CORPORATION

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF BIDDER

Name of Bidder : Curtis J. Green
Print or type individual name

Trading and doing business as C. Green Scaping, LP
Print or type firm name

2401 Handley Ederville Rd, Ft. Worth, TX 76118

Address

Witness

Cathleen Ruiz

Print or type witness' name


Signature of Bidder, Individually

Curtis J. Green

Print or type signer's name

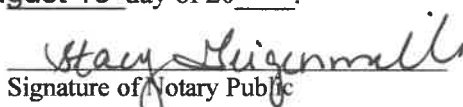
If a Corporation affix Corporate Seal

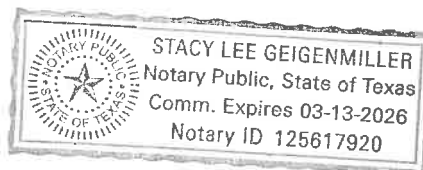
AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

August 13 day of 2025.


Signature of Notary Public



State of Texas Child Support Business Ownership Form

County: Tarrant

Project Name: Smithfield Middle School Safe Routes to School

TxDOT CSJ: 0902-90-292

LG Project Number: CM 2019(134)

Business Entity Submitting Bid: C. Green Scaping, LP

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
<u>Cathleen Ruiz</u>	<u>xxx-xx-9730</u>
<u>Curtis J. Green</u>	<u>xxx-xx-6637</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

2. Please check the box below if no individual owns 25% or more of the business.

☐ No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

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

The information collected on this form will be maintained by North Richland Hills. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.



Signature

Curtis J. Green

Printed Name

8/13/2025

Date

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

GREEN SCAPING



Grass Establishment • Erosion Control • Wetland Development • Mitigation • Biotechnical Embankment

D/M/WBE HFMB64947N0327 and Small Business Enterprise

BIDDER'S STATEMENT OF QUALIFICATIONS

Firm Name: C. Green Scaping, LP Date Organized: 1984

Address: 2401 Handley Ederville Rd.

City: Fort Worth State: TX Zip: 76118

Telephone Number: 817-577-9299 Fax Number: 817-577-9331

Number of years in business under present name: 41

CLASSIFICATION:	☒ General	☒ Building	☒ Electrical	☒ Plumbing	☐ HVAC
	☒ Utilities	☒ Earthwork	☒ Paving	☒ Other	

1. DESCRIBE HISTORY AND ORGANIZATION OF THE COMPANY:

Green Scaping was founded in May 1984, originally specializing in landscape maintenance, irrigation systems, and general landscaping services. In response to market demand and project opportunities, the company expanded its operations in June 1992 to include large-scale erosion control projects. Over the years, Green Scaping has grown into a multifaceted construction firm with a strong presence in sectors such as athletic field development, public parks, stadiums, stormwater management, commercial site work, landfill capping, and wetland mitigation.

In line with our commitment to comprehensive site development, we have broadened our scope of services to include brick paver installation, gabion structures, utility work, and concrete construction. Our team brings specialized expertise in turf establishment techniques including sod installation, hydro-sprigging, hydro-seeding, mulching, and both broadcast and drill seeding.

Green Scaping owns and maintains over \$10 million in specialized erosion control and construction equipment, allowing us to efficiently handle large and technically complex projects. Our operational strength lies in our ability to manage large-scale landscape and infrastructure projects, particularly for public works, community developments, and transportation corridors.

Throughout our history, Green Scaping has maintained financial stability and has not experienced any bankruptcies, reorganizations, or significant financial hardships. The company continues to operate under its original ownership and remains committed to sustainable growth and high-quality project delivery.

GREEN SCAPING



Grass Establishment • Erosion Control • Wetland Development • Mitigation • Biotechnical Embankment

D/M/WBE HFMB64947N0327 and Small Business Enterprise

2. LIST NAMES OF KEY PERSONNEL AND ROLE OF EACH INDIVIDUAL FOR THIS PROJECT:

Tracy Lemoine – Project Superintendent

Tracy brings more than 20 years of field experience with a strong background in daily operations and crew supervision. As Superintendent, Tracy will manage day-to-day site activities, coordinate labor and equipment, and ensure the project remains on schedule. He will also handle resource procurement, manage deliveries, oversee the construction yard, and maintain consistent communication with City personnel throughout the duration of the project.

Carson Green – Project Manager

With over five years of experience in the construction industry, Carson plays a key role in project planning, coordination, and execution. His expertise includes estimating, interpreting project specifications, bidding and negotiation, construction observation, and administration. As Project Manager, Carson will oversee the overall progress of the job, manage schedules and subcontractors, ensure compliance with project requirements, and serve as the primary liaison between the City and Green Scaping to ensure smooth and efficient project delivery.

3. LIST OF MAJOR CONSTRUCTION EQUIPMENT OWNED WHICH IS AVAILABLE TO PERFORM THIS WORK:

Green Scaping will utilize a mini excavator, trencher, skid steer, and Kubota tractor to perform the work called out in this project. The good news is Green Scaping owns more than one of the pieces listed above, therefore we have backup if one were to break down. For information purposes, Green Scaping owns 95% of their equipment and only rents out 5%.

4. LIST COMPLETED COMPANY PROJECTS THAT SCOPE WAS SIMILAR TO THIS PROJECT:

Lantana Pickleball Court Complex

Company's Scope of Work/Responsibilities:

Work consisted of approx. 3100 CY of earthwork, construct 10 pickleball courts, 1700 SY of paving sidewalk and parking lot, water services, install of prefab building and shade facility, monument entry signage, site amenities, landscape & irrigation

Completion Date: December, 2024

Client Contact Information: Denton County Fresh Water Supply District 6 - Kurt Sewell 940-728-5050

Contract Amount: \$ 2.4 million +/-

Job Superintendent/PM: Tracy Lemoine/Carson Green

Ponder Big Sky Estates Dam and Spillway

Company's Scope of Work/Responsibilities:

Auxiliary Spillway Construction consisting of underdrain system, spillway base 2-3' thick concrete spillway slab, spillway walls ranging from 10' - 26' tall tapered concrete wall, spillway wingwalls, and concrete channels for road crossings

GREEN SCAPING



Grass Establishment • Erosion Control • Wetland Development • Mitigation • Biotechnical Embankment

D/M/WBE HFMB64947ND327 and Small Business Enterprise

Completion Date: February, 2025

Client Contact Information: FCS Construction, LP - Curtis Davee 214-975-0808

Contract Amount: \$1.7 million +/-

Job Superintendent/PM: Tracy Lemoine/Carson Green

Wilshire Park Renovations

Company's Scope of Work/Responsibilities:

Renovate existing park, erosion control, demo, clearing, excavation, new fire lane concrete paving, retaining walls, sanitary/water utilities, new restroom, stone veneer, concrete sidewalk, landscape, irrigation, hand rail, electrical, and site amenities

Completion Date: November, 2024

Client Contact Information: City of Euless - Duane Strawn 817-685-1669

Contract Amount: \$ 1.7 million +/-

Job Superintendent/PM: Matt Peters/Carson Green

Town Creek Trails Phase III

Company's Scope of Work/Responsibilities:

Project consists of 4120 LF of a 10' shared use concrete path, that included excavation, demo, embankment fill, retaining wall, riprap 18", Rail (TY PR11), concrete box culvert, wingwalls, erosion control, concrete sidewalks and curb ramps, flashing beacon assembly's, striping, and vegetation.

Completion Date: November, 2024

Client Contact Information: City of Weatherford – Brandon Fross 682-229-2520

Contract Amount: \$ 844,845 +/-

Job Superintendent/PM: Tracy Lemoine/Carson Green

Overton Ridge Park

Company's Scope of Work/Responsibilities:

Construction of new park, demo and clearing, excavation, drainage outfall structure, gabions, waterline, sanitary sewer & lift station, site work, concrete trail, curb & gutter, erosion control, concrete parking area striping & signage, custom handrail, landscape, irrigation, and site amenities

Completion Date: December, 2023

Client Contact Information: City of Keller; Cody Maberry 817-743-4002

Contract Amount: \$ 2.4 million +/-

Job Superintendent/PM: Matt Peters/Tracy Updegraff

5. ADDITIONAL REFERENCES:

1. Pat Pabich – YTL, Inc., 817-999-6839; pat@ytline.com
2. Dan McClendon – McClendon Const., 817-295-0066; dan@mcclendonconstruction.com
3. Ron Stinson – Texas Materials, 817-261-2991; ronald.stinson@TexasBit.com
4. Curtis Davee – FCS Construction, LP, 214-975-0808; cdavee@friscocs.com

SECTION III

CONTRACTUAL DOCUMENTS

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the CITY OF NORTH RICHLAND HILLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and _____ of the City of _____, County of _____ and State of ____ hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

_____ DOLLARS AND _____ CENTS (\$ _____)
("Contract Price").

ARTICLE 3. CONTRACT TIME / TERMINATION / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

- a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her and City Council's acceptance thereof.
- b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.
- c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within fifteen (15) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are working days and are subject to such extensions of time as are indicated in the Special Provisions.

Working Days is defined by TxDOT local government general requirements and covenants Item 8L 'Prosecution and Progress'. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

$E = R - P$ where R is greater than or equal to P, and

E = Extra Precipitation Days

P = Average Precipitation Days

R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. Liquidated Damages. The CONTRACTOR further agrees to pay the following as liquidated damages:

- (1) \$600 per working day for any unfinished work beyond 100 consecutive working days after the "Notice to Proceed" issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER
- (2) It is understood between the parties hereto that these sums 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.

The parties consider the CONTRACTOR's failure to complete performance of the entire contract within the 100th working day after the "Phase I Notice to Proceed" date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR's failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.
- c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- d. The OWNER shall be provided a list of subcontractors who are to be paid \$10,000 or more. The CONTRACTOR must ensure that such subcontractors meet the requirements as outlined in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), execute required assurances and provide the OWNER a copy of the signed assurance of all such subcontractors prior to final payment. In the event of a claim of \$10,000 or more against the CONTRACTOR by a subcontractor under this section, no further payment shall be processed unless and until each required subcontractor assurance is provided the OWNER.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties

hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

- (1) This Agreement
- (2) Addendum(s)
- (3) "Notice to Bidders" advertisement
- (4) Bidder's Proposal
- (5) Special Instruction to Bidders
- (6) Performance and Payment Bonds
- (7) Certification of Insurance
- (8) Notice to Proceed
- (9) Technical Specifications
- (10) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (2024 TxDOT Specifications)
- (11) Special Provisions
- (12) General Provisions
- (13) Project Construction Plans/Drawings
- (14) Special Material and/or Equipment Specifications
- (15) Special Material and/or Equipment Drawings
- (16) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017

ARTICLE 11. DEFAULT

OWNER may declare CONTRACTOR in default of this Contract in the event Contractor fails to comply with the terms and conditions set forth in this Contract or any of the Contract Documents.

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required

by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor or City Manager, duly authorized to execute this instrument by action of the City Council and _____ a corporation, partnership, individual
(Name of Contractor) ("X" out the inappropriate wording)
acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:

By: _____

Paulette Hartman

City Manager

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Alicia Richardson

City Secretary/Chief Governance Officer

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley A. Anderle, City Attorney

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum _____ DOLLARS AND _____ CENTS (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL

Dated as of _____, 20__

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation.

In the event that the Principal is declared in default under the said Contract by Owner, the Surety will within fifteen (15) days of Owner's declaration of such default take all action necessary to take over the project from Contractor and assume completion of said Contract. The Surety shall become entitled to the payment of the balance of the Contract Price upon the Surety's faithful performance of its obligations under this bond.

The Surety agrees to pay to Owner, upon demand, all loss and expense, including reasonable attorney's fees, incurred by Owner by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further 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, or drawings accompanying the 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.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum DOLLARS AND CENTS (\$XXX,XXX.00) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)

Dated as of _____, 20____

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be 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 Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases to the Contract price with or without notice to the Surety and 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, or drawings accompanying the 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.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF NORTH RICHLAND HILLS

RE: **SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (SD2404)**

This is to certify that _____, by acceptance
(NAME OF CONTRACTOR)
of this final payment, hereby releases the OWNER, the City of North Richland Hills, from all claims and all liabilities of the City of North Richland Hills for all things done or furnished in connection with work on this project and further releases the City of North Richland Hills from any and all liabilities arising from any act of the OWNER or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this contract or the bond tendered pursuant thereto.

(NAME OF CORPORATION)

(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of
_____, 20 ____.

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (hereinafter referred to as "Affiant"), who, _____ (NAME)

after being by me duly sworn, deposes and says that he/she is the _____ (TITLE) _____ of _____ (NAME OF COMPANY) (a

corporation, partnership, trade name) of _____ County, State of _____ ("X" OUT THE INCORRECT)

_____ Texas (hereinafter referred to as "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____, 2020, for the construction of the **SMITHFIELD MIDDLE SCHOOL SAFE ROUTES TO SCHOOL** (hereinafter referred to as the "Work"), for a total consideration of and XX/100 Dollars (\$ XXX,XXX.00) to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF NORTH RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Texas Government Code, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of and ____/100 Dollars (\$_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract resulting in a total revised contract amount Of and ____/100 Dollars (\$ _____), and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act of negligence of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code, as amended, and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated an any way from making this affidavit.

WITNESS my hand this the ____ day of _____, 20____.

(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the ____ day of _____, 20 ____.

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

SECTION IV

TECHNICAL SPECIFICATIONS

TxDOT SPECIFICATIONS

The following are governing specifications for the Plans for the Smithfield Middle School Safe Routes to School project.

TxDOT Standard Specifications, adopted by the Texas Department of Transportation September 1, 2024, are incorporated into the contract by reference.

Item 1L	Abbreviations and Definitions
Item 2L	Instructions to Bidders
Item 3L	Award and Execution of Contract
Item 4L	Scope of Work
Item 5L	Control of Work
Item 6L	Control of Materials
Item 7L	Legal Regulations and Responsibilities
Item 8L	Prosecution and Progress
Item 9L	Measurement and Payment
Item 100	Preparing Right of Way
Item 104	Removing Concrete
Item 110	Excavation
Item 132	Embankment
Item 160	Topsoil
Item 162	Sodding for Erosion Control
Item 168	Vegetative Watering
Item 500	Mobilization
Item 502	Barricades, Signs, and Traffic Handling
Item 503	Portable Changeable Message Signs
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls (161)(432)(556)
Item 530	Intersections, Driveways, and Turnouts (247)(260)(275)(276) (292)(316)(330)(334)(341)(360)(421)(440)
Item 531	Sidewalks (360)(420)(421)(440)
Item 636	Signs
Item 644	Small Roadside Sign Assemblies (421)(440)(441) (442)(445)(636)(656)
Item 666	Reflectorized Pavement Markings
Item 677	Eliminating Existing Pavement Markings and Markers (300)(302)(315)(316)
Item 678	Pavement Surface Preparation for Markings

TxDOT Special Specifications: The following special specifications are incorporated into the contract for reference:

- SP 000-001L: Nondiscrimination
- SP 000-002L: Certification of nondiscrimination equipment or services
- SP 000-007L: Cargo Preference Act requirements in federal aid contracts
- SP 000-018L: Schedule of liquidated damages
- SP 000-022L: Disadvantaged business enterprise in federal-aid contracts
- SP 006-005L: Control of materials
- General Notes

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L

Abbreviations and Definitions



1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

- 3.1. Abrasive Blasting. Spraying blasts of pressurized air combined with abrasive media.
- 3.2. Actual Cost. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
- 3.3. Addendum. Change in proposal forms developed between advertising and bid submittal deadline.

- 3.4. Additive Alternate. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.
- 3.5. Advertisement. The public announcement required by law inviting bids for work to be performed or materials to be furnished.
- 3.6. Affiliates. Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."
- 3.7. Air Blasting. Spraying blasts of pressurized air free of oil and moisture.
- 3.8. Air Temperature. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
- 3.9. Anticipated Profit. Profit for work not performed.
- 3.10. Apparent Low Bidder. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
- 3.11. Architect of Record. A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
- 3.12. Arterial Highway. A highway used primarily for through traffic and usually on a continuous route.
- 3.13. Available Bidding Capacity. Not applicable to Locally Let projects.
- 3.14. Award. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
- 3.15. Bid. The offer from the Bidder for performing the work described in the proposal.
- 3.16. Bid Bond. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 3.17. Bid Error. A mathematical mistake made by a Bidder in the unit price entered into the proposal.
- 3.18. Bidder. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 3.19. Bidders Questionnaire. A prequalification form that reflects detailed equipment and experience data but waives audited financial data.
- 3.20. Bidding Capacity. Not applicable to Locally Let projects.
- 3.21. Blast Cleaning. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water -injected abrasive blasting, and brush blasting.

- 3.22. Bridge. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 3.23. Brush Blasting. Sweeping lightly with an abrasive blast to remove loose material.
- 3.24. Building Contract. Not applicable to Locally Let projects.
- 3.25. Callout Work. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").
- 3.26. Certificate of Insurance. A form approved by the Owner covering insurance requirements stated in the Contract.
- 3.27. Change Order. Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.
- 3.28. Commission. The Texas Transportation Commission or authorized representative.
- 3.29. Concrete Construction Joint. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 3.30. Concrete Repair Manual. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 3.31. ConcreteWorks®. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.
- 3.32. Confidential Questionnaire. A prequalification form that reflects detailed financial and experience data.
- 3.33. Construction Contract. A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.
- 3.34. Consultant. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 3.35. Contract. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.36. Contract Documents. Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.
- 3.37. Contract Time. The number of working days specified for completion of the work, including authorized additional working days.
- 3.38. Contractor. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 3.39. Control of Access. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

- 3.40. Control Point. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 3.41. Controlled Access Highway. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 3.42. Cross-Sections. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 3.43. Culvert. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")
- 3.44. Cycle. The activity necessary for performing the specified work within the right of way project limits once.
- 3.45. Daily Road-User Cost. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 3.46. Debar (Debarment). Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.
- 3.47. Department. The Texas Department of Transportation (TxDOT).
- 3.48. Departmental Materials Specifications. Reference specifications for various materials published by the Materials and Tests Division.
- 3.49. Detour. A temporary traffic route around a closed portion of a road.
- 3.50. Direct Traffic Culvert. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.
- 3.51. Disadvantaged Business Enterprise. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.
- 3.52. Divided Highway. A highway with separate roadways intended to move traffic in opposite directions.
- 3.53. Easement. A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 3.54. Electronic Vault. The Owner's bidding system where electronic bids are stored before bid opening.
- 3.55. Engineer. The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.
- 3.56. Equipment Watch. Publication containing equipment rental rates.
- 3.57. Escalation Ladder. A process to determine issue resolution during the course of the Contract.
- 3.58. Expressway. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.
- 3.59. Family Member. A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

- 3.60. Force Account. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 3.61. Freeway. An expressway with full control of access.
- 3.62. Frontage Road. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 3.63. Hazardous Materials or Waste. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 3.64. High-Pressure Water Blasting. Water blasting with pressures between 5,000 and 10,000 psi.
- 3.65. Highway, Street, or Road. General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.
- 3.66. Historically Underutilized Business (HUB). A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 3.67. In Writing. Communication memorialized, including written or electronic documentation by email or letter only.
- 3.68. Incentive and Disincentive Provisions. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.
- 3.69. Independent Assurance Tests. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.
- 3.70. Inspector. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.
- 3.71. Intelligent Transportation System. An integrated system that uses video and other electronic detection devices to monitor traffic flows.
- 3.72. Intersection. The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

- 3.73. Island. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 3.74. Joint Venture. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.
- 3.75. Lane Rental. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 3.76. Letting. The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 3.77. Letting Official. The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.
- 3.78. Licensed Professional Engineer. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 3.79. Limits of Construction. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.
- 3.80. Local Street or Road. A street or road primarily for access to residence, business, or other abutting property.
- 3.81. Low-Pressure Water Blasting. Water blasting with pressures between 3,000 and 5,000 psi.
- 3.82. Major Item. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 3.83. Material Producer List. TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.
- 3.84. Mathematically Unbalanced Bid. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.
- 3.85. Materials Contract. Not applicable to Locally Let projects.
- 3.86. Materials Supplier's Questionnaire. A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.
- 3.87. Mathematically Unbalanced Bid. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 3.88. Median. The portion of a divided highway separating the traffic lanes in opposite directions.
- 3.89. Milestone Date. The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.
- 3.90. Monolithic Concrete Placement. The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 3.91. National Holidays. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

- 3.92. Nonhazardous Recyclable Material. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.
- 3.93. Nonresident Bidder. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 3.94. Nonresponsive Proposal. A proposal that does not meet the criteria for acceptance contained in the proposal form.
- 3.95. Non-Site-Specific Contracts. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.
- 3.96. Notification. Either written or oral instruction to the Contractor. Voice mail is oral notification.
- 3.97. Pavement. That part of the roadway with a constructed surface for the use of vehicular traffic.
- 3.98. Pavement Structure. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 3.98.1. Base Course. One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 3.98.2. Subgrade. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 3.98.3. Subgrade Treatment. Modifying or stabilizing material in the subgrade.
- 3.98.4. Surface Course. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 3.99. Payment Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 3.100. Performance Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 3.101. Plans. The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.
- 3.102. Power of Attorney for Surety Bonds. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 3.103. Prequalification. The process for determining a Contractor's eligibility to bid work.
- 3.104. Prequalification Statement. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 3.105. Project-Specific Location. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 3.106. Proposal. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

- 3.107. Proposal Form. The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.
- 3.108. Proposal Guaranty. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 3.109. Quality Assurance (QA). Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.
- 3.110. Quality Control (QC). Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 3.111. Ramp. A section of highway for the primary purpose of making connections with other highways.
- 3.112. Recurring Maintenance Work Contracts. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).
- 3.113. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results.
- 3.114. Regular Item. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.
- 3.115. Rental Rate Blue Book for Construction Equipment. Publication containing equipment rental rates.
- 3.116. Repair. Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.
- 3.117. Replacement Alternate. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.
- 3.118. Responsive Bid. A proposal that meets all requirements of the proposal form for acceptance.
- 3.119. Right of Way. A general term denoting land or property devoted to transportation purposes.
- 3.120. Roadbed. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.
- 3.121. Road Master. A railroad maintenance official in charge of a division of railway.
- 3.122. Roadside. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 3.123. Roadway. The portion of the highway (including shoulders) used by the traveling public.
- 3.124. Routine Maintenance Contract. Not applicable to Locally Let projects.
- 3.125. Sandblasting, Dry. Spraying blasts of pressurized air combined with sand.
- 3.126. Sandblasting, Wet. Spraying blasts of pressurized water combined with sand.

- 3.127. Shot Blasting. Spraying blasts of pressurized air combined with metal shot.
- 3.128. Shoulder. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 3.129. Sidewalk. Portion of the right of way constructed exclusively for pedestrian use.
- 3.130. Slurry Blasting. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 3.131. Small Business Enterprise. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.
- 3.132. Special Provisions. Additions or revisions to these standard specifications or special specifications.
- 3.133. Special Specifications. Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 3.134. Specifications. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."
- 3.135. State. The State of Texas.
- 3.136. State Holiday. A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.
- 3.137. Station. A unit of measurement consisting of 100 horizontal ft.
- 3.138. Subcontract. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.139. Subcontractor. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 3.140. Subsidiary. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.
- 3.141. Substantial Completion of Work. The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete; and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.
- 3.142. Substructure. The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 3.143. Superintendent. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

- 3.144. Superstructure. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 3.145. Supplemental Agreement. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.
- 3.146. Surety. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 3.147. Surplus Materials. Any debris or material related to the Contract not incorporated into the work.
- 3.148. Suspension. Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.
- 3.149. Traffic Lane. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 3.150. Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 3.151. Truck Owner-Operator. An individual who owns and operates one truck for hire.
- 3.152. UT-Bridge. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 3.153. UT-Lift. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 3.154. Utility. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 3.155. Verification Tests. Tests used to verify accuracy of QC and QA and mixture design testing.
- 3.156. Water-Abrasive Blasting. Spraying blasts of pressurized water combined with abrasive media.
- 3.157. Water Blasting. Spraying blasts of pressurized water of at least 3,000 psi.
- 3.158. Water-Injected Abrasive Blasting. Abrasive blasting with water injected into the abrasive and air stream at the nozzle.
- 3.159. Wholly Owned Subsidiary. A legal entity owned entirely by the Contractor or subcontractor.
- 3.160. Work. The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.
- 3.161. Work Order. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.
- 3.162. Written Notice. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L

Instructions to Bidders



1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder can become prequalified by submitting a Confidential Questionnaire at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

- 2.1. Confidential Questionnaire (CQ). Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project, or
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of

Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,

- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates, the Bidder was not authorized to receive a proposal form under Article 2L.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," or
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2L.15., "Department of Homeland Security (DHS) E-Verify System."
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

- 8.1. Proposal Form. Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

- 8.2. Proposal Guaranty. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Owner vendor identification numbers of the Bidder or Bidders.

- 8.3. Submittal of Bid. Submit the bid to the vault using the Owner's bidding system.

- 8.4. Revising the Proposal Form. Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

- 8.5. Withdrawing a Bid. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting,

with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

- 9.1. Proposal Form. Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.

- 9.2. Proposal Guaranty. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

- 9.2.1. Guaranty Check. When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

- 9.2.2. Bid Bond. When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

- 9.3. Submittal of Bid. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

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

- 9.4. Revising the Proposal Form. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.

- 9.5. Withdrawing a Bid. Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written

delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. Official Total Bid Amount. The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. Consideration of Bid Format. When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.

If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. Rounding of Unit Prices. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent (\$0.001) will be rounded to one-tenth of a cent (\$0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.

11.4. Interpretation of Unit Prices. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

11.5. Consideration of Unit Prices. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than \$0.001 will be tabulated as one-tenth of a cent (\$0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.

11.5.1. Alternate Items. If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

11.5.2. Additive Alternate Items. The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid

amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

- 11.5.3. A + B Bidding. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

$$A + B1 + B2 + BX + \dots + BT$$

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

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

- 11.5.5. Home State Bidding Preference. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

- 11.5.5.1. Reverse Application of Non-Resident Bidder's Home State Bidding Preference. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or
- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

- 11.5.5.2. Texas Home State Bidding Preference. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder has already submitted DBE information to the Owner.

If the new apparent low Bidder did not submit the required DBE information:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original apparent low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Owner may recommend to:

- reject all bids or
- award the Contract to the new apparent low Bidder, if the Owner is able to verify the Bidder's participation in the DHS E-Verify system.

If the Owner is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

Item 3L

Award and Execution of Contract



1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. Award. The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

1.2. Rejection. The Owner or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. Deferral. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. Contract. Execute the Contract as prescribed by the Owner.

4.2. Bonds. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds

as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	Performance and payment
\$25,000–\$100,000	Performance and payment
More than \$100,000	Performance and payment

- 4.3. Insurance. For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not less than: \$2,000,000 each occurrence \$4,000,000 Aggregate
Business Automobile Policy	Not less than: \$1,000,000 combined single limit
Workers' Compensation	Not less than: Texas Statutory
Employer's Liability	Not less than: \$500,000 injury – each accident \$500,000 disease – each employee \$500,000 disease – policy limit
Professional Liability	Not less than: \$1,000,000 each occurrence
Builder's Risk	Not less than: 100% Value
Cyber Liability	Not less than: \$1,000,000 each occurrence
Payment Bonds	Not less than: In accordance with Chapter 2253 of the Texas Government Code

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

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 Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. 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.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. Business Ownership Information. Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. Railroad Documents. Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L

Scope of Work



1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

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. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. Project Pledge. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. Issue Resolution Process. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. Procedures for Partnering Meetings and Format. Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. Internal Facilitators. An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

- 3.2.2. External Facilitators. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.
- 3.3. Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.
- Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.
- The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.
- Participate in additional partnering meetings as mutually agreed upon.
- 3.4. Payment. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.
- Informal partnering will be conducted with each party responsible for their own costs.
- For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.
- For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.
- For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

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

- 6.1. Standby Equipment Costs. Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."
- 6.2. Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:
 - reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
 - actual documented costs for the impacted period.

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

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

- 6.3. Home Office Overhead. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L

Control of the Work



1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No ¹
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No ^{1,2}
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

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. Reasonably close conformity limits are 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 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 Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

- 3.1. Acceptance of Defective or Unauthorized Work. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.
- 3.2. Correction of Defective or Unauthorized Work. When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner 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.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, “Local Government General Requirements and Covenants,” and Item 502, “Barricades, Signs, and Traffic Handling,” special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

- 8.1. Railroad Coordination Meeting. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

- 8.2. Project-Specific Information. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

- 8.3. Right of Entry Agreement by the Owner. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

- 8.4. Right of Entry Agreement by the Contractor. When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

- 9.1. Method A. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

- 9.2. Method B. The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

- 9.3. Method C. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project 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.

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.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. Routine Maintenance Contracts. Not applicable to Locally Let projects.

12.2. Construction Contracts. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. Work Completed. Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. Final Inspection. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. Final Measurement. Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. Removal of Traffic Control Devices. Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. Multiple Work Orders. Not applicable to Locally Let projects.

Item 6L

Control of Materials



1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

- 1.1. Buy America. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, and bending) and coating (e.g., paint, galvanizing, and epoxy).

- 1.2. Buy America Exceptions. Use of iron and steel manufactured in the United States is required unless the material meets an exception below.
- A waiver exists exempting the material from Buy America compliance.
 - The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
 - Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
 - The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. 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.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

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 inspected 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.

Unless otherwise specified 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 Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner'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-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

- 10.1.1. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

- 10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, 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.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

- 10.3. Asbestos or Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L

Legal Relations and Responsibilities



1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

- 2.1. Safety Point of Contact. Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

- 2.2. Safety Preconstruction Meeting. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

- 2.3. Safety Contingency. To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

- 2.4. Public Safety and Convenience. In accordance with the Contract and as directed, provide for the safety and convenience of the public and property. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage, and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a roadway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

- 2.5. Use of Blue Warning Lights. Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.
- 2.6. Barricades, Signs, and Traffic Handling. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.
- If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.
- The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.
- The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.
- 2.6.1. Contractor Responsible Person and Alternate. Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.2. Flaggers. Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.
- Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.3. Law Enforcement Personnel. Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."
- 2.6.4. Other Work Zone Personnel. Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.5. Training. Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a specified frequency instead of the period prescribed based on the Owner's needs. Training and associated fees will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. The certification of completion includes:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a TxDOT-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Provide a log that is legible and includes:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. Contractor-Developed Training. Develop and deliver Contractor-developed training meeting the minimum requirements established by the Owner. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the TxDOT-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly, but will be subsidiary to pertinent Items.

2.6.5.1.1. Flagger Training Minimum Requirements. A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. Other Contractor-Developed Training for Other Work Zone Personnel. For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

Contractor-developed training must provide information on the use of PPE, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
 - "It's the Law."
 - Make work zones safer for workers and motorists.
 - Understand what is needed for traffic control.
 - Save lives including your own.
- Personal and co-worker safety includes the following.
 - High-Visibility Safety Apparel. Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- Blind Areas. A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the “Circle of Safety” around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
- Runovers and Backovers. Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
- Look out for each other and warn co-workers.
- Be courteous to motorists.
- Do not run across active roadways.
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies.
- Nighttime Operations. Focus on projects with a nighttime element.
- Traffic Control Training. Basics of traffic control include the following.
 - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
 - Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
 - Channelizing Devices and Barricades with Slanted Stripes. Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
 - Traffic Queuing. Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
 - Signs. Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner 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.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., “Preservation of Cultural and Natural Resources and the Environment.”

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance 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.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

- 7.1. Cultural Resources. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.
- 7.2. Protected and Imperiled Species and Wildlife. Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.
- 7.3. Migratory Birds. Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. Notice of Intent (NOI). Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

- 7.4.3.2. Notice of Change (NOC). Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.
- 7.4.3.3. Notice of Termination (NOT). Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.
- 7.4.4. Training. Not applicable to Locally Let Projects.
- 7.5. Work in Waters of the United States. For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.
- 7.6. Work in Navigable Waters of the United States. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.
- 7.7. Work over Recharge or Contributing Zone of Protected Aquifers. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.
- 7.8. Project Specific Locations. For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports 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 on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.
- 7.9. Contractor Responsibility. If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. 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 service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of State Health Services or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with "DANGER—EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., "Hazardous Materials." Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner 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.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available 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.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

- 16.1. Overweight Construction Traffic Crossing Structures.** The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

- 16.2. Construction Equipment Operating on Structures. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.
- Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.
- 16.3. Loads on Structures. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.
- 16.4. Hauling Divisible Overweight Loads on Pavement Within Work Locations. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, 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. 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.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

- 17.1. Reimbursable Repair. Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:
- motor vehicle, watercraft, aircraft, or railroad-train incident;
 - vandalism; or
 - Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.
- 17.2. Appurtenances.
- 17.2.1. Unreimbursed Repair. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
- signs,
 - barricades, and
 - other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."

17.3. Roadways and Structures. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. Detours. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. Relief from Maintenance. The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.

17.5.1. Isolated Work Locations. For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. Work Except for Vegetative Establishment and Test Periods. When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," 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.

17.5.3. 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.

17.5.4. When Directed by the Engineer. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. Basis of Payment. When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. Electrical Work. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"

- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes" and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. Specialized Electrical Work. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. Certified Person. A certified person is a person who has passed the test from TxDOT's course TRF450, "TxDOT Roadway Illuminations and Electrical Installations," or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will not be accepted.

18.1.4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while 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 electrician 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 like 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.

- 18.2. Work Requirements. The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, "Payroll," is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

- 19.1. Minimum Wage Requirements for Federally Funded Contracts. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

- 19.2. Minimum Wage Requirements for State-Funded Contracts. Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

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20. SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS

Item 8L

Prosecution and Progress



1. PROSECUTION OF WORK

Begin work within 10 calendar days after the authorization date to begin 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 to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

For all DBE subcontracts, including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts, including all tiered non-DBE subcontracts.

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

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

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

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

- 2.2. State-Funded Maintenance Contracts. Not applicable to locally let projects.
- 2.3. Payments to Subcontractors. Report payments for DBE subcontracts, including tiered DBE subcontracts, in the manner as prescribed by the Owner by the 20th day of each month.
- 2.3.1. Payment Records. Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.
- 2.4. Payrolls. Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

- 3.1. Working Day Charges. Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:
 - 3.1.1. Standard Workweek. Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.2. 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.
- 3.3. 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 min. after sunset to 30 min. before sunrise.

- 3.3.1. Five-, Six-, and Seven-Day Workweeks. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.
- 3.3.2. Standard Workweek.
- 3.3.2.1. Nighttime Work Only. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," unless otherwise shown in the Contract.
- 3.3.2.2. Nighttime Work and Daytime Work Requiring Inspector. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., "Nighttime Work Only."
- 3.4. 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.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent items.

- 5.1. Project Scheduler. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.
- 5.2. Progress Schedule. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not

use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.

- 5.3. Schedule Format. Format all project schedules in accordance with the following.
- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
 - Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
 - Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also:

- clearly and accurately identify the critical path as the longest continuous path;
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

- 5.4. Activity Format. For each activity on the project schedule, provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

- 5.5. Schedule Types and Schedule Impacts.

- 5.5.1. Bar Chart. Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

- 5.5.1.1. Progress Schedule Reviews. Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

- 5.5.2. Critical Path Method. Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

- 5.5.2.1. Preliminary Schedule. Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

- 5.5.2.2. Baseline Schedule. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

- 5.5.2.2.1. Review. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

- 5.5.2.3. Progress Schedule. Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

- 5.5.2.3.1. Project Schedule Summary Report (PSSR). When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

- 5.5.3. Notice of Potential Time Impact. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

- 5.5.4. Time Impact Analysis. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- Step 1. Establish the status of the project immediately before the impact.
- Step 2. Predict the effect of the impact on the schedule update used in Step 1.
- Step 3. Track the effects of the impact on the schedule during its occurrence.
- Step 4. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

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

7. DEFAULT OF CONTRACT

7.1. Declaration of Default. 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;
- is uncooperative, disruptive, or threatening;
- 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;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to 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 Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." 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. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

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

The Owner 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 Owner resulting from 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 Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than

the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

- 7.2. Wrongful Default. If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

- 8.1. Procedures and Submittals. The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:
- stop work as specified in the notice,
 - place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
 - terminate all subcontracts to the extent they relate to the work terminated,
 - complete performance of the work not terminated,
 - settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
 - create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
 - take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 8.2. Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of

anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L

Measurement and Payment



1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

- 1.1. Linear Measurement. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

- 1.2. Volume Measurement. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

- 1.3. Weight Measurement. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

- 1.3.1. Hauling on Routes Accessible to the Traveling Public. For payment purposes on haul routes accessible to the traveling public:
- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.
- 1.3.2. Hauling on Routes Not Accessible to the Traveling Public. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:
- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than \$250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

It is the Owner's intent to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the local level. Approval for using early cut-off dates is at the Owner's discretion. The earliest cut-off date for pay applications is the 25th of the month.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least \$1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is \$0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than \$10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

- 7.1. Markups. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.
- 7.1.1. Labor. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.
- 7.1.2. Insurance and Taxes. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.
- 7.1.3. Materials. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.
- 7.1.4. Equipment. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.
- Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.
- 7.1.4.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.
- If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.
- Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.
- If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.
- 7.1.4.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

- 7.1.4.3. Standby Equipment Costs. Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.
- 7.1.4.3.1. Contractor-Owned Equipment. For Contractor-owned equipment:
- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

Standby rate = (FHWA hourly rate - operating costs) × 50%
 - If an hourly rate is needed, divide the monthly Equipment Watch rate by 176.
 - No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
 - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
- 7.1.4.3.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor:
- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
 - Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
 - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
- 7.1.5. Subcontracting. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.
- 7.1.6. Law Enforcement Personnel. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.
- 7.1.7. Railroad Flaggers. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.
- 7.1.8. Bond Cost. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. 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 Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all 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 Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Item 100

Preparing Right of Way



1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. MATERIALS

Furnish materials in conformance with the plans and Specifications.

3. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Spread mulched material at approved locations as directed. Handle hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage. Removal of live utility facilities is not included in this Item.

Perform tree and brush removal and trimming in accordance with Article 752.4, "Work Methods."

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Remove trees and stumps to 6 in. below ground level. Plug the remaining ends of abandoned underground structures over 3 in. in diameter using concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in conformance with local, state, and federal requirements.

- 3.1. **Tree Protection.** Install tree protection for trees designated for preservation. Unless otherwise shown on the plans, install tree protection along the drip line of the trees using 4-ft. tall chain link fencing with line posts no more than 10 ft. apart. Install tree protection before beginning work.

4. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

Tree removal diameter will be measured in accordance with Article 752.5, "Measurement."

Tree protection will be measured by the acre of trees protected, by the foot of fencing, or by each tree protected.

5. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for removal and trimming of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original Contract amount until final acceptance. The remainder will be paid on the estimate after final acceptance in accordance with Article 5.12., "Final Acceptance."

5.1. **Tree Protection.** 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.

5.1.1. **Subsidiary Work.** The following will not be measured or paid for directly, but will be subsidiary to "Tree Protection":

- protection for Contractor project-specific locations inside and outside the right of way;
- repair to areas to be protected that are damaged by Contractor operations;
- removal and re-installation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the protection; and
- minor adjustments, including, but not limited to, plumbing posts and re-attaching protection.

5.1.2. **Installation.** Installation will be paid for as "Tree Protection (Install)." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

5.1.3. **Removal.** Removal will be paid for as "Tree Protection (Remove)." This price is full compensation for furnishing and operating equipment and for proper disposal, labor, materials, tools, and incidentals.

Item 104

Removing Concrete



1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in conformance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4. 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 "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be measured or paid for directly but will be subsidiary to this item.

Item 110

Excavation



1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. MATERIALS

Accept ownership of unsuitable or excess material and dispose of material in conformance with local, state, and federal regulations, at locations outside the right of way.

3. CONSTRUCTION

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides or slope failures as directed.

Excavate to the grade and sections shown on the plans. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at final grade.

Correct unsuitable material encountered at or below subgrade as directed.

3.1. **Rock Cuts.** Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below the grade shown on the plans.

3.2. **Earth Cuts.** Scarify remaining material to a depth at least 6 in. below the grade shown on the plans in areas where pavement structure will be placed. Compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

3.3. **Acceptance Criteria.**

3.3.1. **Grade Tolerances.**

3.3.1.1. **Staged Construction.** Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.

3.3.1.2. **Turnkey Construction.** Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.

4. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas or as shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

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 "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade in rock cuts and reworking or replacing the undercut material; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying subgrade deeper than 6 in. below grade as shown on the plans will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below grade as shown on the plans will be performed and paid for in conformance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Removing, reworking, reshaping, or re-laying existing pavement structure will be paid for in conformance with the appropriate Item.

When a slide or slope failure not due to the Contractor's negligence or operation occurs, payment for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Excavation in backfill areas of retaining walls will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 132

Embankment



1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans.

- **Type A.** Granular material that is free of vegetation or other objectionable material and meets the requirements shown in Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤45
Plasticity index (PI)	Tex-106-E	≤15
Bar linear shrinkage	Tex-107-E	≥2

Perform the linear shrinkage test only as indicated in [Tex-104-E](#).

- **Type B.** Materials such as rock, loam, clay, or other approved materials.
- **Type C.** Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D.** Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

- 3.1. **Earth Embankments.** Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or blend abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified.

- 3.2. **Rock Embankments.** Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity are in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

- 3.3. **Embankments Adjacent to Culverts and Bridges.** Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

- 3.4. **Compaction Methods.** Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on superelevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.3.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density and Moisture Control," as shown on the plans.

- 3.4.1. **Ordinary Compaction.** Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the Engineer or as shown on the plans. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

- 3.4.2. **Density and Moisture Control.** Compact each layer to the required density using equipment complying with Item 210. Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use [Tex-114-E](#) to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content shown in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	—
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ W_{opt}
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ W_{opt}

Each layer is subject to testing by the Engineer for density and moisture content. Each layer must be brought to the moisture content necessary to obtain the required density and placed in a manner to ensure uniform compaction over the entire layer. The density and moisture contents for the descriptions shown in Table 2 are illustrated in the Moisture-Density Curve of [Tex-114-E](#).

Provide the Engineer with the beginning and ending station numbers of the area completed for testing. The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#), Part I. The Engineer will determine random locations for testing in accordance with [Tex-115-E](#), Part IV. When the density is less than the required density shown in Table 2, the Engineer may perform additional testing to determine the extent of the area to correct.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, when shown on the plans or as directed. Correct soft spots as directed.

- 3.5. **Maintenance of Moisture and Reworking.** Maintain the density and moisture content once all requirements shown in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.
- 3.6. **Acceptance Criteria.**
- 3.6.1. **Grade Tolerances.**
- 3.6.1.1. **Staged Construction.** Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.
- 3.6.1.2. **Turnkey Construction.** Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.
- 3.6.2. **Gradation Tolerances.** Ensure no more than one of the five most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.
- 3.6.3. **Density Tolerances.** Ensure no more than one of the five most recent density tests for compaction work is outside the specified density limits and no test is outside the limits by more than 3 pcfs.

- 3.6.4. **Plasticity Tolerances.** Ensure no more than one of the five most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas will be paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows.

- 4.1. **Final.** The cubic yard will be measured in its final position using the average end area method or as shown on the plans. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

When measured by the cubic yard in its final position, this is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

- 4.2. **Original.** The cubic yard will be measured in its original and natural position using the average end area method or as shown on the plans.

- 4.3. **Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

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 "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216.

All sprinkling and rolling, except proof rolling, will not be paid for directly, but will be subsidiary to this item, unless otherwise shown on the plans.

In fill sections, excavation and replacement of unsuitable material below existing elevations will be performed and paid for in conformance with the applicable bid items. However, if Item 110, "Excavation," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When rework, removal, or scarification is required for existing pavement structure that will remain, it will be measured and paid for as shown on the plans for the appropriate type.

Item 160

Topsoil



1. DESCRIPTION

Furnish and place topsoil to the depths and on the areas shown on the plans.

2. MATERIALS

Use easily cultivated, fertile topsoil that is free of objectionable material and resists erosion. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with Article 7.7., "Preservation of Cultural and Natural Resources and the Environment." Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5–8.5, per [Tex-128-E](#). Topsoil is subject to testing by the Engineer. Furnish water in accordance with Article 168.2., "Materials."

3. CONSTRUCTION

Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during topsoil removal and leave them in a neat condition when removal is complete. Scarify the area to a depth of 4 in. before placing topsoil. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil using a light roller or other suitable equipment.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard, or by the cubic yard in vehicles at the point of delivery.

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 "Furnishing and Placing Topsoil" of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties; furnishing topsoil; excavation, loading, hauling, stockpiling, and placing; watering; rolling; and equipment, labor, materials, tools, and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

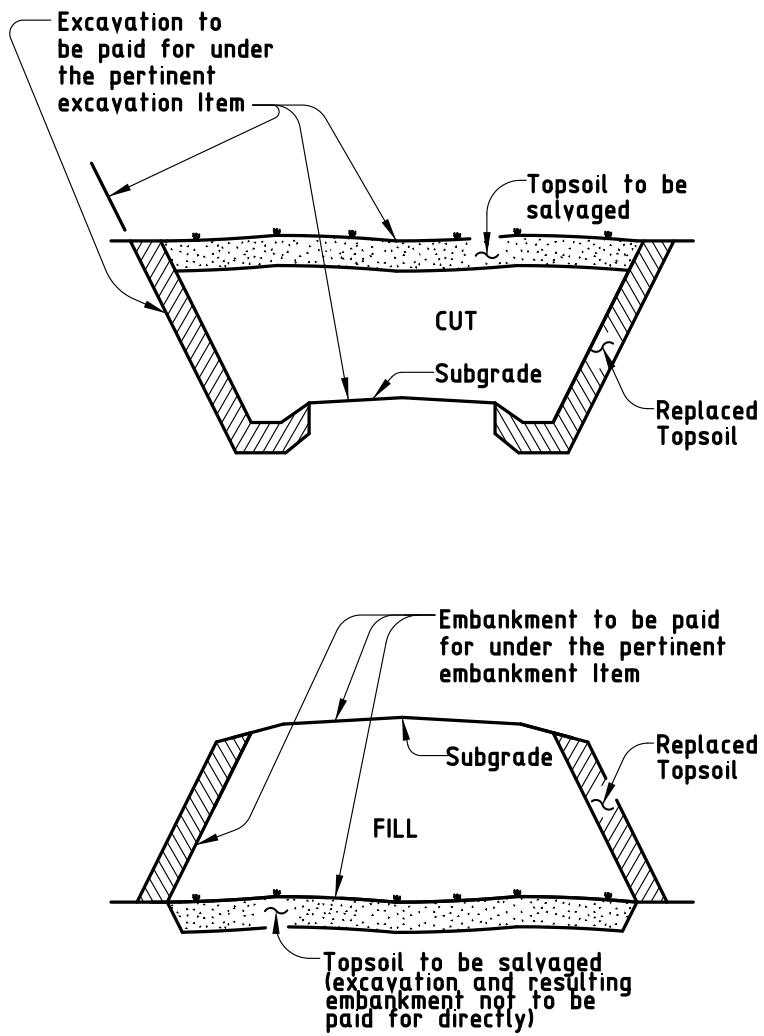


Figure 1
Roadway Cross-Sections Showing Payment for Excavation and Embankment

Item 162

Sodding for Erosion Control



1. DESCRIPTION

Provide and install grass sod as shown on the plans or as directed.

2. MATERIALS

Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.

- 2.1. **Block Sod.** Use block, rolled, or solid sod free of noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.
- 2.2. **Mulch Sod.** Use mulch sod from an approved source, free of noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.
- 2.3. **Fertilizer.** Furnish fertilizer in accordance with Article 166.2., "Materials."
- 2.4. **Water.** Furnish water in accordance with Article 168.2., "Materials."
- 2.5. **Mulch.** Use straw mulch consisting of oat, wheat, or rice straw or hay mulch of either Bermudagrass or prairie grasses. Use straw or hay mulch free of Johnson grass and other noxious and foreign materials. Keep the mulch dry and do not use molded or rotted material.
- 2.6. **Tacking Methods.** Use a tacking agent applied in conformance with the manufacturer's recommendations or by a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Scarify the area to a depth of 4 in. before placing the sod. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3., "Construction," and water in accordance with Article 168.3., "Construction." Plant between the average date of the last freeze in the spring and 6 weeks before the average date for the first freeze in the fall in accordance with the *Texas Almanac* for the project area.

- 3.1. **Sodding Types.**
 - 3.1.1. **Spot Sodding.** Use only Bermudagrass sod. Create furrows parallel to the roadway, approximately 5 in. deep and on 18-in. centers. Sod a continuous row not less than 3 in. wide in the two furrows adjacent to the roadway. Place 3-in. squares of sod on 15-in. centers in the remaining furrows. Place sod so that the root system will be completely covered by the soil. Firm all sides of the sod with the soil without covering the sod with soil.
 - 3.1.2. **Block Sodding.** Place sod over the prepared area. Roll or tamp the sodded area to form a thoroughly compacted, solid mat filling all voids in the sodded area with additional sod. Trim and remove all visible netting and backing materials. Keep sod along edges of curbs, driveways, and walkways trimmed until acceptance.

- 3.1.3. **Mulch Sodding.** Mow sod source to no shorter than 4 in., and rake and remove cuttings. Disk the sod in two directions, cutting the sod to a minimum of 4 in. Excavate the sod material to a depth of no more than 6 in. Keep excavated material moist, or it will be rejected. Distribute the mulch sod uniformly over the area to a depth of 6 in. loose, unless otherwise shown on the plans, and roll using a light roller or other suitable equipment.
- Add or reshape the mulch sod to meet the requirements of Section 162.3.2., "Finishing."
- 3.2. **Finishing.** Smooth and shape the area after planting to conform to the desired cross-sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.
- 3.3. **Straw or Hay Mulch.** Apply straw or hay mulch for "Spot Sodding" and "Mulch Sodding" uniformly over the area as shown on the plans. Apply straw or hay mulch in accordance with Section 164.3.6., "Straw or Hay Mulching." Apply tack in accordance with Section 162.2.6., "Tacking Methods."

4. MEASUREMENT

"Spot Sodding," "Block Sodding," and "Straw or Hay Mulch" will be measured by the square yard in its final position. "Mulch Sodding" will be measured by the square yard in its final position or by the cubic yard in vehicles as delivered to the planting site.

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 "Spot Sodding," "Block Sodding," "Straw or Hay Mulch," or "Mulch Sodding." This price is full compensation for securing a source, excavation, loading, hauling, placing, rolling, finishing, furnishing materials, equipment, labor, tools, supplies, and incidentals.

Fertilizer will not be paid for directly but will be subsidiary to this Item.

Water for irrigating the sodded area, when specified, will be paid for in accordance with Item 168, "Vegetative Watering." Water for maintaining and preparing the sod before planting will not be paid for directly but will be subsidiary to this Item.

Item 168

Vegetative Watering



1. DESCRIPTION

Provide and distribute water to promote growth of vegetation as directed.

2. MATERIALS

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

3. CONSTRUCTION

Apply water when directed. Furnish and operate equipment to distribute water at a uniform and controllable rate. Ensure that watering does not erode soil or plantings. Apply water in the required quantity where shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the 1,000 gal. (TGL) of water as applied.

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 "Vegetative Watering." This price is full compensation for furnishing and operating watering equipment and measuring devices and for furnishing and applying water, including hauling, equipment, labor, and incidentals.

Item 500

Mobilization



1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hr. per day, 7 days per week, unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Material on hand will not be considered as a construction item earned when calculating mobilization payment. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows.

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, after 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.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 mo. after final acceptance.

For Contracts with callout or emergency work, "Mobilization" will be paid as follows.

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance.
- Mobilization for callout work will be paid for each callout work request.
- Mobilization for emergency work will be paid for each emergency work request.

Item 502

Barricades, Signs, and Traffic Handling



1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

Temporary work zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the AASHTO *Manual for Assessing Safety Hardware* (MASH). An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices was not approved, or was not self-certified. In such case, devices that meet NCHRP-350 or MASH-2009 may be used.

Temporary work zone (TWZ) traffic control devices manufactured on or before December 31, 2019, must at a minimum have been successfully tested to the crashworthiness requirements of NCHRP-350 or MASH-2009. These devices may continue to be used throughout their normal service lives.

Such TWZ traffic control devices include:

- portable sign supports,
- barricades,
- portable traffic barriers designated exclusively for use in TWZs,
- crash cushions designated exclusively for use in TWZs,
- longitudinal channelizers, and
- truck-mounted attenuators (TMAs) and trailer attenuators (TAs).

Category I devices (i.e., lightweight devices), such as cones, tubular markers, and drums without lights or signs attached, may be self-certified by the vendor or provider, with documentation provided to the Department, or as shown on Department's Compliant Work Zone Traffic Control Device List.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, are legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

"Barricades, Signs, and Traffic Handling" will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

- 4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout work and work orders, 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid for under pertinent Items.

TMAAs and TAs will be paid for under Item 505, "Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable changeable message signs will be paid for under Item 503, "Portable Changeable Message Sign." Portable traffic signals will be paid for under Item 510, "One-Way Traffic Control," unless otherwise shown on the plans.

In accordance with Section 7.2.3., "Safety Contingency," funds have been included in the project budget to improve the effectiveness of traffic handling and enhance safety during the course of this project.

- 4.1.1. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP.

- 4.1.2. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the timeframe established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

- 4.1.3. **Maximum Total Payment Before Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

- 4.1.4. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown on the plans, except as modified by change order and as adjusted in accordance with Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; or delays caused directly or indirectly by Contract requirements.

- 4.1.5. **Balance Due.** The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."
- 4.1.6. **Contracts with Callout Work and Work Orders.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be subsidiary to pertinent Items, except for federally funded Contracts.
- 4.2. **Law Enforcement Personnel.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicles, fees, and incidentals necessary to complete the work as directed.

Item 503

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain trailer-mounted portable changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with this Item and as shown on the plans. Provide a self-contained PCMS unit with the following:

- sign controller,
- changeable message sign,
- trailer, and
- 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 595C, except paint the sign face assembly flat black.

2.1. Sign Controller. Provide the following.

- A controller with permanent storage of at least 75 pre-programmed messages
- An external input device for random programming and storage of at least 75 additional messages
- A controller capable of displaying up to three messages sequentially
- A controller with adjustable display rates

Enclose sign controller equipment in a lockable enclosure.

2.2. Changeable Message Sign. Provide the following.

- A sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign
- A sign capable of being rotated 360° and secured against movement in any position
- A sign with three separate lines of text and eight characters per line minimum
- A minimum 18-in. character height
- A 5 × 7-character pixel matrix
- A message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions
- Capability for manual and automatic dimming light sources

The following are descriptions for three 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.

2.3. Trailer. Provide a two-wheel trailer with square top fenders, four leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. Power Source. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

- 2.5. **Cellular Modem.** When shown on the plans, provide a cellular modem 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 must 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 will 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; setup; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charge (when required); software; and equipment, materials, tools, labor, and incidentals. Reimbursement for the repair of damaged devices will be in accordance with Section 7.17.1., "Reimbursable Repair."

Item 506

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 and protect environmental resources in accordance with the Stormwater Pollution Prevention Plan (SWP3) and environmental layout shown on the plans. Comply with Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) TXR150000 requirements. Control measures are defined as Best Management Practices (BMPs) used to prevent or reduce the discharge of pollutants and measures to protect environmental resources. 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. Erosion and sediment control devices must be selected from the Erosion Control Approved Products List. Perform work in a manner to prevent degradation of receiving waters, protect environmental resources, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures are performed in conformance with the manufacturer's or designer's specifications.

2. MATERIALS

Furnish materials in accordance with the following.

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. Rock Filter Dams.

2.1.1. **Aggregate.** Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following.

- **Types 1, 2, and 4 Rock Filter Dams.** Use 3–6-in. aggregate.
- **Type 3 Rock Filter Dams.** Use 4–8-in. aggregate.

2.1.2. **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 × 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.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **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 as shown on the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432.

- 2.3. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material as shown on 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.
- 2.4. **Construction Exits.** Provide materials as shown on the plans and in accordance with this Section.
- 2.4.1. **Rock Construction Exit.** Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free of adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4–8-in. aggregate for Type 1. Use 2–4-in. aggregate for Type 3.
- 2.4.2. **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 using nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.
- 2.4.3. **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.
- 2.5. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.
- 2.6. **Pipe.** Provide pipe outlet material in accordance with Item 556 and as shown on the plans.
- 2.7. **Construction Perimeter Fence.**
- 2.7.1. **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 nominal 2 × 4-in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
- 2.7.2. **Fence.** Provide orange construction fencing as approved.
- 2.7.3. **Fence Wire.** Provide 14-gauge or larger galvanized smooth or twisted wire. Provide 16-gauge or larger tie wire.
- 2.7.4. **Flagging.** Provide brightly colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
- 2.7.5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
- 2.7.6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if approved.
- 2.8. **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 (UV) stability exceeding 70%.
- Use natural coarse sand or manufactured sand meeting the gradation shown in Table 1 to fill sandbags. Filled sandbags must be 24–30 in. long, 16–18 in. wide, and 6–8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

- 2.9. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geotextile fabric. Logos visible to the traveling public will not be allowed.
- 2.9.1. **Fabric.** Provide fabric materials in accordance with [DMS-6230](#), "Temporary Sediment Control Fence Fabric."
- 2.9.2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter or use nominal 2 × 4-in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
- 2.9.3. **Net Reinforcement.** Provide net reinforcement of at least 12.5-gauge (Standard Wire Gauge) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.
- 2.9.4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
- 2.9.5. **Used Materials.** Use recycled material meeting the applicable requirements if approved.
- 2.10. **Biodegradable Erosion Control Logs.**
- 2.10.1. **Core Material.** Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically shown on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost in accordance with Item 161.
- 2.10.2. **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.
- Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
- Furnish recyclable containment mesh for temporary installations.
- 2.10.3. **Size.** Furnish biodegradable erosion control logs with diameters as shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for managing environmental compliance. The CRPE will implement stormwater and erosion control practices, oversee and observe stormwater control measure monitoring and management, oversee environmental compliance requirements, and monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES CGP TXR150000. Take required training in accordance with Section 7.7.4.4, "Training."

Maintain daily monitor reports and make them available within 24 hr. upon request. During time suspensions when work is not occurring or on Contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project.

Ensure training is completed in accordance with Section 7.7.4.4., "Training," by all applicable personnel before employees work on the project. Document, maintain, and make available within 24 hr. of a request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and the date the employee completed the training.

- 3.2. **Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent who is competent, has experience with and knowledge of stormwater management, and is knowledgeable of the requirements and the conditions of the TPDES CGP TXR150000. The superintendent will manage and oversee the day-to-day operations and activities at the project site, work with the CRPE to provide effective stormwater management at the project site, represent and act on behalf of the Contractor, and attend the Department's preconstruction conference for the project. Take training as required in Section 7.7.4.4., "Training."

4. CONSTRUCTION

- 4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES CGP TXR150000, and as directed. Coordinate stormwater management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside the Department's right of way in conformance with the specific or general stormwater permit requirements. Prevent water pollution from stormwater associated with construction activity from entering any surface water or private property on or adjacent to the project site.
- 4.2. **Implementation.** The CRPE, or alternate CRPE, must be accessible by telephone and able to respond to project-related stormwater management or other environmental emergencies 24 hr. per day.
- 4.2.1. **Commencement.** Implement the SWP3 as shown on the plans and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES CGP TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.
- 4.2.2. **Phasing.** Implement control measures before 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, and 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 TPDES CGP 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.
- 4.3. **General.**
- 4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

- 4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with TPDES CGP TXR150000.
- 4.3.3. **Finished Work.** Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice 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 TPDES CGP TXR150000. The Engineer may accept the work before vegetative cover of 70% density of existing adjacent undisturbed areas. An exception will be allowed in arid areas as defined in TPDES CGP TXR150000.
- 4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or into surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment onsite to prevent actual or potential water pollution. Manage, control, and dispose of litter onsite 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 TPDES CGP TXR150000. Use 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). Immediately address chemical and hydrocarbon spills caused by the Contractor. Keep a spill kit onsite. 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.
- 4.4. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, in conformance with manufacturers' guidelines, and in accordance with TPDES CGP TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place, or the disturbed area has been adequately stabilized as approved.

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 worksite for each control measure. The only acceptable reason for not accomplishing the corrections within the timeframe specified is when site conditions are considered "too wet to work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established timeframe, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance with the SWP3, the plans, or TPDES CGP TXR150000.

The Engineer may limit the disturbed area if 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. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with TPDES CGP TXR150000, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

- 4.4.1. **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.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. 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 using wire ties, or hog rings for Type 2 and Type 3, or as directed.

Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams in accordance with the following criteria unless otherwise shown on the plans.

- 4.4.1.1. **Type 1 (Non-Reinforced).**
- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.2. **Type 2 (Reinforced).**
- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.3. **Type 3 (Reinforced).**
- **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
 - **Top Width.** At least 2 ft.
 - **Slopes.** No steeper than 2:1.
- 4.4.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single-loop-double-loop pattern on 4–5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist four times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires four times.
- Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.
- Lift and place without damaging the gabion. Shape sack gabions to existing contours.
- 4.4.1.5. **Type 5.** Provide rock filter dams as shown on the plans.
- 4.4.2. **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 at most 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, when shown on the plans.
- 4.4.3. **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.
- 4.4.4. **Construction Exits.** 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 when tracking conditions exist. Construct exits for either long- or short-term use.
- 4.4.4.1. **Long-Term.** Place the exit over a foundation course as required. 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.
- 4.4.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

- 4.4.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.
- 4.4.4.2. **Short-Term.**
- 4.4.4.2.1. **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.
- 4.4.4.2.2. **Type 4.** Construct as shown on the plans or as directed.
- 4.4.5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.
- 4.4.5.1. **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.
- Create a sediment basin, where required, 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.
- 4.4.5.2. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.
- 4.4.6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.
- 4.4.6.1. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8–10 ft.
- 4.4.6.2. **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.
- 4.4.6.3. **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.
- 4.4.7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden stormwater 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.
- 4.4.8. **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, in accordance with this Section, or as directed.
- 4.4.8.1. **Installation of Posts.** Embed posts at least 18 in. deep or adequately anchor, if in rock, with a spacing of 6–8 ft., and install on a slight angle toward the runoff source.
- 4.4.8.2. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6–8 in. of fabric. Provide a minimum trench cross-section of 6 × 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.

4.4.8.3. **Fabric and Net Reinforcement Attachment.** Attach the reinforcement to wooden posts using staples, or to steel posts using T-clips, in at least four places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement using hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least six places equally spaced unless otherwise shown on 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 one patch every 15–20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **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 on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement resulting from normal rain events, to prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **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 at least 12 in. long × 2–4 in. wide × 1/2–2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12-in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred, unless otherwise approved.

4.5. **Monitoring and Documentation.** Monitor the control measures daily as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES CGP TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. 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 in accordance with 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, the 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 an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist periodically as directed.

5. MEASUREMENT

5.1. **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.

5.1.1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **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.

5.1.2.1. **Installation.** Measurement will be made in final position.

- 5.1.2.2. **Removal.** Measurement will be made at the point of removal.
- 5.2. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.
- 5.3. **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.
- 5.4. **Construction Exits.** Construction exits will be measured by the square yard of surface area.
- 5.5. **Earthwork for Erosion and Sediment Control.**
- 5.5.1. **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.
- 5.5.2. **Volume Measurement.**
- 5.5.2.1. **In Place.**
- 5.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.
- 5.5.2.1.2. **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 which the embankment is to be constructed for the feature and
 - the lines, grades, and slopes of the accepted embankment for the feature.
- 5.5.2.2. **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.
- 5.6. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.
- 5.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.
- 5.8. **Temporary Sediment Control Fence.** Installation or removal of temporary sediment control fence will be measured by the foot.
- 5.9. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.
- 5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly, but will be subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly, but will be subsidiary to pertinent Items:

- erosion control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (e.g., construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on 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 except vertical tacking, which will be subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly, but will be subsidiary to the excavation and embankment under this Item.

6.1. **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.

6.1.1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type and slope as specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **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.

6.2. **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 will be 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.

6.3. **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."

- 6.4. **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 will be 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."

- 6.5. **Earthwork for Erosion and Sediment Control.**

- 6.5.1. **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; and 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.

- 6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading, including dewatering for removal of accumulated sediment, and the 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 erosion control features will not be paid for directly, but will be 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.

- 6.6. **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 not be paid for directly, but will be 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.

- 6.7. **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 will be 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.
- 6.8. **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.
- 6.8.1. **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.
- 6.8.2. **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.
- 6.9. **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.
- 6.9.1. **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.
- 6.9.2. **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.
- 6.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly, but will be subsidiary to this item.

Item 530

Intersections, Driveways, and Turnouts



1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

2. MATERIALS

Furnish materials that meet the following.

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road-Mixed)"
- Item 275, "Cement Treatment (Road-Mixed)"
- Item 276, "Cement Treatment (Plant-Mixed)"
- Item 292, "Asphalt Treatment (Plant-Mixed)"
- Item 316, "Seal Coat"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement"
- Item 341, "Dense-Graded Hot-Mix Asphalt"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in conformance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface, as placed in the field, including radii and turnout.

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 "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in conformance with the pertinent bid Items.

Item 531

Sidewalks



1. DESCRIPTION

Construct hydraulic cement concrete sidewalks, Americans with Disabilities Act ramps, and steps.

2. MATERIALS

Furnish materials in accordance with the following.

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

Use Class A concrete unless otherwise shown on the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved.

Use of fibers meeting the requirements of [DMS-4550](#), "Fibers for Concrete," to replace reinforcing steel in Class A concrete is allowed unless otherwise shown on the plans. Dose fibers in accordance with the Department's MPL of prequalified fibers for concrete.

Furnish detectable warning material in accordance with [DMS-4350](#), "Detectable Warning Material."

3. CONSTRUCTION

Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete in accordance with Item 104, "Removing Concrete." Provide a clean surface for concrete placement directly on the surface material or pavement.

Furnish and place reinforcing steel in accordance with Item 440 unless fiber reinforced concrete is used.

Mix and place concrete in conformance with the pertinent Items. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the plans. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 in., sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope measured parallel to the curb line. Ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans where a sidewalk crosses and is part of the concrete driveway.

Use construction methods in conformance with manufacturers' recommendations when installing detectable warning surface. Install detectable warning surface as shown on the plans.

Provide finished work with a well-compacted mass, a surface free of voids and honeycomb, and the required true-to-line shape and grade. Cure for at least 72 hr. in accordance with Item 420.

- 3.1. **Conventionally Formed Concrete.** Provide pre-molded or board expansion joints of the thickness shown on the plans for sidewalk section lengths greater than 8 ft. but less than 40 ft., unless otherwise directed. Terminate workday production at an expansion joint.
- 3.2. **Extruded or Slipformed Concrete.** Provide any additional surface finishing immediately after extrusion or slipforming as shown on the plans. Construct joints at locations as shown on the plans or as directed.

4. MEASUREMENT

Sidewalks will be measured by the square yard of surface area. Curb ramps will be measured by the square yard of surface area or by each. A curb ramp consists of the ramp, landing or turning space, adjacent flares or side curb, and detectable warning surface as shown on the plans. Steps will be measured by the square yard of horizontal surface area.

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 "Concrete Sidewalks" of the depth specified, "Concrete Sidewalk (Steps)," and "Curb Ramps" of the type specified. This price is full compensation for surface preparation of sidewalk foundation; materials; removal and disposal of existing concrete; excavation, hauling, and disposal of excavated material; drilling and doweling into existing concrete curb, sidewalk, and pavement; repair of adjacent street or pavement structure damaged by these operations; and equipment, labor, materials, tools, and incidentals.

Sidewalks that cross and are part of the concrete driveways or turnouts will be measured and paid for in accordance with Item 530, "Intersections, Driveways, and Turnouts."

Item 636

Signs



1. **DESCRIPTION**
 - **Installation.** Furnish, fabricate, and erect aluminum signs. Sign supports are provided for under other Items.
 - **Replacement.** Replace existing signs on existing or replaced sign supports.
2. **MATERIALS**
 - 2.1. **Signs.** Furnish completed signs in accordance with [DMS-8301](#), "Highway Sign Fabrication."
 - 2.2. **Hardware.** Use galvanized steel, stainless steel, or dichromate-sealed aluminum for bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. Use plastic or nylon washers when in direct contact with the reflective sheeting. Furnish steel or aluminum products in accordance with [DMS-7120](#), "Sign Hardware."

When dissimilar metals are used, select or insulate metals to prevent corrosion.
 - 2.3. **Sign Identification Decals.** Furnish materials that meet the requirements of [DMS-8315](#), "Sign Identification Decals."
3. **CONSTRUCTION**
 - 3.1. **Decals.** The sign fabricator must code the sign identification decals by punching out the appropriate letter or digits for Rows 1–7 as shown in Figure 1 and Table 1.

Rows 8–12 (Installation Date) are only for coding by the Engineer at their discretion.

Affix the decal to lower left corner of the sign back in an upright position.

Figure 1 shows the sign identification decal. The numbers to the far right as shown in Figure 1 are reference row numbers for Table 1 and are not part of the decal. Table 1 describes the information required in each row of the decal.

Texas Department of Transportation													
C	Fabrication Date											T	1
J	F	M	A	M	J	J	A	S	O	N	D		2
	202		203		204		205		206				3
	0	1	2	3	4	5	6	7	8	9			4
Sheeting MFR—Substrate													
A	B	C	D	E	F	G	H	J	K	L	M		5
Film MFR													
A	B	C	D	E	F	G	H	J	K	L	M		6
Sheeting MFR—Legend													
A	B	C	D	E	F	G	H	J	K	L	M		7
Installation Date													
				0	1	2	3						8
	0	1	2	3	4	5	6	7	8	9			9
J	F	M	A	M	J	J	A	S	O	N	D		10
	202		203		204		205		206				11
	0	1	2	3	4	5	6	7	8	9			12
Name of Sign Fabricator Physical Address City, State, Zip Code													13

Figure 1
Decal Design (Row Numbers Explained in Table 1)

Table 1
Decal Description

Row Explanation
1—Sign fabricator
2—Month fabricated
3—First 3 digits of year fabricated
4—Last digit of year fabricated
5—Manufacturer of the sheeting applied to the substrate
6—Film (colored transparent or non-reflective black) manufacturer
7—Manufacturer of the sheeting for the legend
8—Tens digit of date installed ¹
9—Ones digit of date installed ¹
10—Month installed ¹
11—First 3 digits of year installed ¹
12—Last digit of year installed ¹
13—Name of sign fabricator and physical location of sign shop

1. Only for coding by the Engineer at their discretion.

Code the decal by punching out the following:

- "C" if fabricated by a commercial sign fabricator or "T" if fabricated by the Department or the Texas Department of Criminal Justice,
- month fabricated,
- first three digits of the year fabricated,
- fourth digit of the year fabricated, and
- sheeting and film manufacturers. (Codes for these manufacturers are located on the Department's MPL.)

- 3.2. **Storage and Handling.** Ship, handle, and store completed sign blanks and completed signs so that corners, edges, and faces are not damaged. Damage to the sign face that is not visible when viewed at a distance of 50 ft., night or day, will be acceptable. Replace unacceptable signs.

Store all finished signs off the ground and in a vertical position until erected. Store finished sheet aluminum substrate signs in a weatherproof building. Extruded aluminum substrate signs may be stored outside.

Stockpile salvageable materials at the location shown on the plans or as directed. Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

- 3.3. **Cleaning.** Wash completed signs in the fabrication shop using a biodegradable cleaning solution acceptable to the manufacturers of the sheeting, colored transparent film, and screen ink to remove grease, oil, dirt, smears, streaks, finger marks, and other foreign material. Wash again before final inspection after erection.

- 3.4. **Installation.** Install signs as shown on the plans or as directed.

- 3.5. **Replacement.** Remove the existing signs from the existing or replaced supports and replace with new signs, including mounting hardware, as shown on the plans. At the Engineer's discretion, existing galvanized mounting hardware can be reused if it was not damaged during removal of existing sign.

- 3.6. **Documentation.** Provide a notarized original of the project-specific Signing Material Statement (Form 2273), from the sign fabricator, along with attached copies of pertinent material certifications for verification of compliance.

4. MEASUREMENT

Signs installed or replaced will be measured by the square foot of the sign face.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

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 "Aluminum Signs," or "Replacing Existing Aluminum Signs," of the type specified.

- 5.1. **Installation.** This price is full compensation for furnishing and installing new signs and hardware; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.

- 5.2. **Replacement.** This price is full compensation for furnishing and installing new aluminum signs and hardware; reusing existing hardware (when applicable); removal of existing signs; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; salvaging and disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

Item 644

Small Roadside Sign Assemblies



1. DESCRIPTION

- 1.1. **Installation.** Furnish, fabricate, and erect small roadside sign assemblies or bridge-mounted clearance sign assemblies consisting of the signs, sign supports, foundations (when required), and associated mounting hardware.
- 1.2. **Relocation.** Relocate existing small roadside sign assemblies or bridge-mounted clearance sign assemblies and furnish and fabricate material as required.
- 1.3. **Removal.** Remove existing small roadside sign assemblies or bridge-mounted clearance sign assemblies.

2. MATERIALS

Furnish all materials unless otherwise shown on the plans. Furnish only new materials. Furnish and fabricate materials in accordance with the following Items and as shown on the plans.

- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"
- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 636, "Signs"
- Item 656, "Foundations for Traffic Control Devices"

Use galvanized steel, stainless steel, dichromate sealed aluminum, or other materials shown on the plans for pipe, bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. When dissimilar metals are used, select or insulate metals to prevent corrosion.

3. CONSTRUCTION

Construct foundations in accordance with Item 656. Plumb sign supports. Do not spring or rake posts to secure proper alignment. Use established safety practices when working near underground or overhead utilities. Consult the appropriate utility company before beginning work.

- 3.1. **Fabrication.** Fabricate sign supports in accordance with Item 441. Ensure all components fit properly.
- Verify the length of each post for each sign before fabrication to meet field conditions and sign-mounting heights shown on the plans.
- Hot-dip galvanize fabricated parts in accordance with Item 445. Punch or drill any holes in steel parts or members before galvanizing. Repair galvanizing for any steel part or member damaged during assembly, transit, or erection, or for any steel part or member welded, when permitted, after galvanizing. Perform all galvanizing repairs in accordance with Section 445.3.4., "Repairs."
- 3.2. **Installation.** Locate and install sign supports as shown on the plans, unless directed to shift the sign supports within design guidelines to secure a more desirable location or avoid conflict with utilities and underground appurtenances. Stake sign support locations for verification by the Engineer.

Install stub posts of the type, spacing, orientation, and projection shown on the plans. Remove and replace posts damaged during installation at the Contractor's expense.

Connect the upper post sections to the stub post sections as shown on the plans. Torque connection bolts as shown on the plans.

Attach signs to supports in conformance with the plans and pertinent Items.

- 3.3. **Relocation.** Reuse the existing signs as required unless otherwise shown on the plans. Furnish and install new stub posts in new foundations for relocated sign assemblies. Erect the new supports on the new stub posts and attach the existing signs to the supports in conformance with the plans and pertinent Items. Remove existing foundations to be abandoned in accordance with Section 644.3.4., "Removal."
- 3.4. **Removal.** Remove abandoned concrete foundations to 2 ft. below finished grade unless otherwise shown on the plans. Cut off and remove steel protruding from the remaining concrete. Backfill the remaining hole with material equal in composition and density to the surrounding area. Replace any surfacing with like material to equivalent condition.
- 3.5. **Handling and Storage.** Handle and store existing signs or portions of signs removed so they are not damaged. Store all signs to be reused off the ground and in a vertical position until erected. Prevent any damage to the various sign assembly components. Replace any portion of the sign damaged by the Contractor designated for reuse or salvage, including messages removed.
- Store all new signs off the ground and in a vertical position until erected. Store new sheet aluminum substrate signs in a weatherproof building. Extruded aluminum substrate signs may be stored outdoors.
- Stockpile all removed sign components that will be reused or become the property of the Department at designated locations. Accept ownership of unsalvageable materials and dispose of them in conformance with federal, state, and local regulations.
- 3.6. **Cleaning.** Wash the entire sign after installation using a biodegradable cleaning solution acceptable to the sign face materials manufacturer to remove dirt, grease, oil smears, streaks, finger marks, and other foreign materials.

4. MEASUREMENT

This Item will be measured as each small roadside assembly or bridge-mounted clearance sign assembly installed, removed, or relocated.

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 "Install Small Roadside Sign Assemblies" of the type specified, "Install Bridge-Mounted Clearance Sign Assemblies" of the type specified, "Relocate Small Roadside Sign Assemblies" of the type specified, "Relocate Bridge-Mounted Clearance Sign Assemblies" of the type specified, "Remove Small Roadside Sign Assemblies," or "Remove Bridge-Mounted Clearance Sign Assemblies."

- 5.1. **Installation.** This price is full compensation for furnishing, fabricating, galvanizing, and erecting the supports; constructing foundations, including concrete (when required); furnishing complete signs, including sign connections and all hardware; attaching the signs to the supports; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.
- 5.2. **Relocation.** This price is full compensation for removing existing sign assemblies and related materials; furnishing and installing new stub posts and new sign supports; constructing foundations, including concrete

(when required); new hardware; reinstallation of signs; preparing and cleaning the signs; salvaging; disposal of unsalvageable materials; removing existing foundations, backfilling, and surface placement; and materials, equipment, labor, tools, and incidentals.

- 5.3. **Removal.** This price is full compensation for removing existing sign assemblies and related materials; salvaging; disposal of unsalvageable materials; removing existing foundations, backfilling, and surface placement; and materials, equipment, labor, tools, and incidentals.

Item 666

Retroreflectorized Pavement Markings



1. DESCRIPTION

Furnish and place retroreflectorized or non-retroreflectorized (shadow) pavement markings.

2. MATERIALS

- 2.1. **Type I Marking Materials (Thermoplastic).** Furnish in accordance with [DMS-8220](#), "Hot Applied Thermoplastic."
- 2.2. **Type II Marking Materials (Traffic Paint).** Furnish in accordance with [DMS-8200](#), "Traffic Paint."
- 2.3. **Type III Marking Materials (Multipolymer).** Furnish in accordance with [DMS-8230](#), "Multipolymer Pavement Markings."
- 2.4. **Glass Traffic Beads.** For Type I, Type II, and Type III pavement markings, furnish drop-on glass beads in accordance with [DMS-8290](#), "Glass Traffic Beads," to meet the specified retroreflective performance requirements for all permanent, longitudinal pavement markings.
- 2.5. **Labeling.** To sample material, use clearly marked containers that indicate material type, color, mass, manufacturer, and batch number.

3. EQUIPMENT

- 3.1. **General Requirements.** Use pavement marking equipment that:
 - is maintained in satisfactory condition;
 - meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application;
 - applies beads by an automatic bead dispenser attached to the pavement marking equipment such that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment;
 - has an automatic cut-off device with manual operating capabilities to provide clean marking with square ends;
 - can produce the types and shapes of profiles specified; and
 - can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances that the die overruns will not be permitted for longitudinal striping applications exceeding a project length of 2,000 ft., unless otherwise approved.

When placing multipolymer pavement markings (MPM), use equipment designed for pavement preparation and the application of selected type of MPM material.

Provide a handheld thermometer capable of measuring the temperature between 300°F and 450°F to measure the temperature of marking material in the field, when applying Type I material.

- 3.1.1. **Measuring Retroreflectivity.** Use a mobile retroreflectometer approved by the Materials and Tests Division and certified by the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

Use a portable retroreflectometer that:

- uses 30-meter geometry and meets the requirements described in ASTM E1710;
- has either an internal Global Positioning System (GPS) or the ability to be linked with an external GPS with a minimum location accuracy of 16.5 ft., in accordance with the Circular Error Probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument); and
- can record and export the GPS location and retroreflectivity reading for each measurement.

- 3.2. **Material Placement Requirements.** Use equipment that can place:

- a minimum length of 30,000 ft. for 6-in. solid or broken non-profile markings per working day at the specified thickness, unless otherwise approved;
- a minimum length of 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration (consisting of one broken line and two solid lines simultaneously) to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, reasonably square ends, uniform width with a tolerance of $\pm 1/8$ in., and uniform thickness;
- skip lines between 10 and 10.5 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39.5 ft. and 40.5 ft., automatically; and
- beads uniformly and almost instantly on the marking as the marking is applied.

For Type I markings, equipment must be capable of providing uniform heating of striping materials to temperatures exceeding 390°F (199°C). Ensure that the material is not heated to a temperature above the maximum temperature recommended by the manufacturer.

For Type I markings, equipment must be capable of maintaining the thermoplastic striping material in a plastic state in all mixing and conveying parts, including the line dispensing device, until applied.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

- 4.1. **General.** Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement. Replace markings when more than 5% of the markings are damaged or disfigured.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on completely dry pavement that passes the following tests.

- **Type I Marking Application.** Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II and Type III Marking Application.** Place a 1-sq. ft. piece of clear plastic on the pavement and weigh down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- using personnel skilled and experienced in installation of pavement markings;
- that meet the requirements of [Tex-828-B](#);
- that meet minimum retroreflectivity requirements;
- using widths and colors shown on the plans;
- at locations shown on the plans;
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum;
- without abrupt deviations;
- free of blisters and with no more than 5% holes or voids (percent by area);
- with uniform cross-section, density, and thickness;
- with clean and reasonably square ends; and
- that are retroreflectorized with drop-on glass beads.

Remove all applied markings that are not in alignment or sequence as shown on the plans or in accordance with the specifications at the Contractor's expense, in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

- 4.2. **Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.
- 4.3. **Surface Preparation.** Prepare surfaces in accordance with this Section unless otherwise shown on the plans.
 - 4.3.1. **Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces.** Use air blast or broom to clean the pavement surface to remove loose material unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans. If cleaning is needed beyond what is specified, Engineer can use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with thick layer of dirt or mud or there is grass growing on the pavement.
 - 4.3.2. **Surface Cleaning for All Concrete Surfaces and Asphalt Surfaces Only When Specified in the Plans (Excludes New Asphalt Surfaces with No Existing Pavement Markings and Retracing).** Clean surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, existing loose and flaking construction markings, and other forms of contamination.
 - 4.3.3. **Sealer for Type I Markings.** Apply a pavement sealer when shown on the plans. Pavement sealers are recommended for old asphalt surfaces (more than 3 yr. old) and for all concrete surfaces before placing Type I markings on locations that do not have existing markings. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer, unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean the surface of sealer that becomes dirty after placement by washing or in accordance with Section 666.4.3.1., "Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces," as directed.

Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

- 4.4. **Application.** Apply markings during favorable weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

- 4.4.1. **Type I Markings.** Place all Type I markings after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min. or longer, by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavement passing the moisture test in accordance with Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with [Tex-829-B](#).

The Engineer will measure thickness of markings in accordance with [Tex-854-B](#).

- 4.4.1.1. **Non-Profile Pavement Markings.** Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

- 4.4.1.2. **Profile Pavement Markings.** Apply Type I profile markings with a minimum thickness of 0.090 in. (90 mils) for the longitudinal stripe portion.

In addition, at a longitudinal spacing shown on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) in height when measured from the normal top surface plane of the base marking to the top of the raised profile marking. The transverse width of the profile must not be less than 5.25 in. and the longitudinal width not less than 2 in., when measured at the top surface plane of the profile bar. The profile may be either a one or two transverse bar profile. When the two transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above dimensions for transverse bars are for 6-in. wide longitudinal marking.

The raised profile markings must be uniform in size, appearance, and spacing. When profile markings are applied in a two-step process, the raised profile markings must be applied first and then the stripe applied over them. The raised profile markings in a two-step process may be circular in shape. The circular profile markings must be uniform in diameter and the diameter must not be less than 5.25 in. The height of the apex must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) when measured from the normal top surface of the base marking to the top of the raised profile marking.

- 4.4.1.3. **Type I All-Weather Pavement Markings.** Apply Type I all-weather markings to at least 100-mil film thickness.

- 4.4.2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F when measured in accordance with [Tex-829-B](#). Apply at least 30 gal. per mile on concrete and asphalt surfaces and at least 33 gal. per mile on surface treatments for a solid 6-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 22-1/2 gal. per mile using Type II drop-on beads.

Apply Type II all-weather markings to at least 25-mil wet film thickness.

- 4.4.3. **Type III Markings.** Apply in conformance with the manufacturer's recommendations.

- 4.4.4. **Bead Coverage and Embedment.** Provide a uniform distribution of beads across the surface of the stripe with 40–60% bead embedment.
- 4.4.5. **Durability.** Provide markings that do not lose more than 5% of the striping material in any 1-ft. section of stripe during their performance period in accordance with Section 666.4.8., “Performance Period.” Measure the durability in accordance with ASTM D913.
- 4.5. **Retroreflectivity Requirements.** Retroreflectivity requirements are not required for Contracts with less than 20,000 total ft. of longitudinal pavement markings, callout work, black shadow markings, or work zone pavement markings. Retroreflectivity requirements are for dry conditions unless otherwise specified.
- 4.5.1. **Type I Markings.** All Type I markings, including profile markings, must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.
- **White Markings (ASTM E1710).** 250 millicandelas per square meter per lux (mcd/m²/lx).
 - **Yellow Markings (ASTM E1710).** 175 mcd/m²/lx.
- Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.
- 4.5.2. **Type I High-Performance Markings.** Type I high-performance markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.
- **White Markings (ASTM E1710).** 400 mcd/m²/lx.
 - **Yellow Markings (ASTM E1710).** 250 mcd/m²/lx.
- 4.5.3. **Type I All-Weather Markings.** Type I all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.
- **White Markings Dry (ASTM E1710).** 400 mcd/m²/lx.
 - **Yellow Markings Dry (ASTM E1710).** 250 mcd/m²/lx.
 - **White Markings Wet Continuous (ASTM E2832).** 150 mcd/m²/lx.
 - **Yellow Markings Wet Continuous (ASTM E2832).** 125 mcd/m²/lx.
- 4.5.4. **Type II Markings.** Type II markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line, markings.
- **White Markings.** 175 mcd/m²/lx.
 - **Yellow Markings.** 125 mcd/m²/lx.
- Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.
- 4.5.5. **Type II All-Weather Markings.** Meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.
- **White Markings Dry (ASTM E1710).** 250 mcd/m²/lx.
 - **Yellow Markings Dry (ASTM E1710).** 150 mcd/m²/lx.
 - **White Markings Wet Continuous (ASTM E2832).** 100 mcd/m²/lx.
 - **Yellow Markings Wet Continuous (ASTM E2832).** 75 mcd/m²/lx.
- Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure the retroreflectivity after 3 days but not later than 10 days from the time of application.

- 4.5.6. **Type III Markings.** Type III markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.
- **White Markings.** 400 mcd/m²/lx.
 - **Yellow Markings.** 250 mcd/m²/lx.
- 4.5.7. **Type III All-Weather Markings.** Type III all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.
- **White Markings Dry (ASTM 1710).** 400 mcd/m²/lx.
 - **Yellow Markings Dry (ASTM 1710).** 250 mcd/m²/lx.
 - **White Markings Wet Continuous (ASTM 2832).** 150 mcd/m²/lx.
 - **Yellow Markings Wet Continuous (ASTM 2832).** 125 mcd/m²/lx.
- 4.6. **Retroreflectivity Measurements.** Use a mobile retroreflectometer to measure the retroreflectivity of markings for Contracts with more than 50,000 total ft. of longitudinal pavement markings, unless otherwise shown on the plans. For Contracts between 20,000 and 50,000 total ft. of longitudinal pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.
- Use a portable retroreflectometer for measuring the wet continuous retroreflectivity in accordance with ASTM E2832. Notify the Department when wet retroreflectivity measurements are to be taken. The Department will observe the wet retroreflectivity readings.
- 4.6.1. **Mobile Retroreflectometer Measurements.** Provide mobile measurement averages for every 0.1 mi. unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in accordance with Item 667, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require a field comparison check using a calibrated portable retroreflectometer for verification and to ensure accuracy. Use all equipment in conformance with the manufacturer's recommendations and directions. Inform the Engineer and TTI at least 24 hr. before taking any measurements.
- A marking meets the retroreflectivity requirements if:
- the combined average retroreflectivity measurement for a 1-mi. segment meets the minimum retroreflectivity values specified and no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within that 1-mi. segment; or
 - the combined average retroreflectivity measurement for a 1-mi. segment does not meet the minimum retroreflectivity values specified, but no more than 20% of the retroreflectivity measurements within that 1-mi. segment are below the minimum retroreflectivity requirement.
- The 1-mi. segment will start from the beginning of the data collection and end after a mile's worth of measurements have been taken. Each subsequent mile of measurements will be a new segment. Centerlines with two stripes (either solid or broken) will result in 2 mi. of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.
- Restripe at the Contractor's expense if the markings fail retroreflectivity requirements. Take retroreflectivity measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.
- For all Type I markings, if the restripe application does not meet minimum retroreflectivity requirements or the initial stripe combined with the restripe exceeds 0.180 in. (180 mils), the Engineer may require:

- removal of all existing markings,
- a new application as initially specified, and
- a repeat of the application process until minimum retroreflectivity requirements are met.

For all Type III markings, if the first application does not meet minimum retroreflectivity requirements, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

- 4.6.2. **Portable Retroreflectometer Measurements.** For non-all-weather markings, provide portable measurement averages for every 1.0 mi. unless otherwise specified or approved. Using a portable reflectometer, take at least 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may resume the original number of measurements if concerns arise.

For all-weather markings, take at least three measurements for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow and average the three measurements for each marking. The spacing between each measurement must be at least 100 ft. If the average of the three measurements taken on an individual marking falls below the minimum acceptable retroreflectivity value, take at least six additional measurements on that individual marking and average them. These six additional measurements must also be spaced at least 100 ft. apart. If the average of these six measurements falls below the minimum acceptable retroreflectivity value, the marking does not meet the performance requirements.

Restripe at the Contractor's expense if the averages of these measurements fail. Retake portable retroreflectometer measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.

- 4.7. **Traffic Control.** Provide traffic control, as required, when taking portable retroreflectivity measurements after marking application. For the minimum traffic control requirements on low-volume roadways (as shown on the plans), refer to "Temporary Road Closure" in Part 6 of the TMUTCD. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections, except when using the mobile retroreflectometer, unless otherwise shown on the plans or approved.

- 4.8. **Performance Period.** All longitudinal markings must meet the minimum retroreflectivity requirements within the timeframe specified. All markings must meet all other performance requirements in accordance with this Item for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements and replace them at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements in accordance with this Item for at least 30 calendar days after installation.

4. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

Profile pavement markings will be measured as a marking consisting of both the pavement marking stripe and the raised profile, regardless of the installation method used.

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 "Pavement Sealer" of the size specified; "Pavement Sealer (Call Out)" of the size specified; "Retroreflectorized Pavement Markings" of the type, color, shape, width, size, and thickness specified; "Non-Retroreflectorized Shadow Pavement Markings" of the type, width, size, and thickness specified; "Type I High Performance Pavement Markings" of the color, width, size, and thickness specified; "All-Weather Pavement Markings" of the type, color, shape, width, and thickness specified; "Pavement Marking (Call Out)" of the type, color, width, size, and thickness specified; or "Retroreflectorized Profile Pavement Markings" of the color, shape, size, and width specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface cleaning for all concrete surfaces and asphalt surfaces only when shown on the plans (excludes new asphalt surfaces with no existing pavement markings and retracing) will be paid for under Item 678. Surface cleaning for pavement marking applications on new asphalt surfaces with no existing pavement markings and for retracing of existing pavement markings on all surfaces will not be paid for directly, but will be subsidiary to this Item. If cleaning is needed beyond regular brooming and blowing compressed air, the Engineer may use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with a thick layer of dirt or mud or grass is growing on the pavement.

Surface preparation of any surface where pavement markings are being retraced, except for sealing, will not be paid for directly, but will be subsidiary to this Item.

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

Item 677

Eliminating Existing Pavement Markings and Markers



1. DESCRIPTION

Eliminate existing pavement markings and raised pavement markers (RPMs).

2. MATERIALS

Furnish surface treatment materials in accordance with the following Items.

- Item 300, "Asphalts, Oils, and Emulsions"
- Item 302, "Aggregates for Surface Treatments"
- Item 315, "Fog Seal"
- Item 316, "Seal Coat"

Use approved patching materials for repairing damaged surfaces.

Use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

4. CONSTRUCTION

Eliminate existing pavement markings and markers on both concrete and asphaltic surfaces such that color and texture contrast of the removed area and surrounding pavement surface will be held to a minimum. Remove all markings and markers with minimal damage to the roadway to the satisfaction of the Engineer. Repair damage to asphaltic surfaces such as spalling and shelling greater than 1/8 in. deep resulting from the removal of pavement markings and markers. Dispose of markers in conformance with federal, state, and local regulations. Use any of the following methods unless otherwise shown on the plans. Refer to the *Pavement Marking Handbook* for additional information on removal types and best practices.

- 4.1. **Surface Treatment Method.** Apply surface treatment material at the rates shown on the plans, or as directed. Place a surface treatment at least 2 ft. wide to cover the existing marking. Place a surface treatment, thin overlay, or microsurfacing at least one lane in width in areas where directional changes of traffic are involved or other areas as directed.
- 4.2. **Burn Method.** Use an approved burning method. For thermoplastic pavement markings or prefabricated pavement markings, heat may be applied to remove the bulk of the marking material before blast cleaning. When using heat, avoid spalling pavement surfaces. Ensure the burning heads are not left in one place too long to prevent pavement damage. Sweeping or light blast cleaning may be used to remove minor residue.
- 4.3. **Blasting Method.** Use a blasting method such as high-pressure water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as

approved. Use high-pressure water blasting for removal of pavement markings for lane shifts on concrete surfaces.

4.4. **Mechanical Method.** Use any mechanical method except grinding. Do not use flail milling on grooved concrete or porous asphalt.

4.5. **Corrective Actions.** Whenever removed markings on asphalt surfaces continue to simulate pavement markings to an extent determined by the Engineer to cause driver confusion, apply a fog seal or slurry at least 2 ft. wide over the area where pavement markings were removed as approved.

5. MEASUREMENT

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

6. 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 "Eliminating Existing Pavement Markings and Markers" of the type and width as applicable. This price is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of RPMs will not be paid for directly, but will be subsidiary to pertinent Items.

Item 678

Pavement Surface Preparation for Markings



1. DESCRIPTION

Prepare pavement surface areas before placement of pavement markings and raised pavement markers (RPMs). Item 677, "Eliminating Existing Pavement Markings and Markers," governs removal of existing markings.

2. MATERIALS

When abrasive blasting is used, use a commercial abrasive blasting medium capable of producing the specified surface cleanliness. Use potable water when water is required.

3. EQUIPMENT

Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

4. CONSTRUCTION

Prepare enough pavement surface for the pavement markings or RPMs shown on the plans. Remove all contamination and loose material. Avoid damaging the pavement surface. Remove loose and flaking material when existing pavement markings are present. Approved pavement surface preparation methods are sweeping, air blasting, flail milling, and blasting methods in accordance with Section 677.4.3., "Blasting Method," unless otherwise shown on the plans.

Air blast concrete pavement surfaces, in addition to the above, after the removal of contamination or existing material and just before placing the stripe. Perform air blasting using a compressor capable of generating compressed air at a minimum of 150 cu. ft. per minute and 100 psi using 5/16-in. or larger hosing.

Contaminants up to 0.5 sq. in. may remain if they are not removed by the following test, performed just before application of markings.

- **Step 1.** Air blast the surface to be tested, to simulate blasting during application of markings.
- **Step 2.** Firmly press a 10-in. long, 2-in. wide strip of monofilament tape onto the surface, leaving approximately 2 in. free.
- **Step 3.** Grasp the free end and remove the tape with a sharp pull.

5. MEASUREMENT

This Item will be measured by the foot for each width specified; by each word, shape, or symbol; or by any other unit except lump sum.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

6. 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 "Pavement Surface Preparation for Markings" of the type and width as applicable. This price is full compensation for the cleaning method used, materials, equipment, labor, tools, and incidentals.

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Owner, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

- 3.1. Compliance with Regulations. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. Nondiscrimination. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. Information and Reports. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Owner, or the Texas Department of Transportation as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in Article 5.1., "Authority of Engineer."

- 3.6. Incorporation of Provisions. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000

Certification of Nondiscrimination in Employment



1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, ~~or 11246~~, or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of \$10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Special Provision to Item 000

Schedule of Liquidated Damages



The dollar amount of daily contract administration Liquidated Damages per Working Day is \$600.

Special Provision to Item 000

Disadvantaged Business Enterprise in Federal-Aid Contracts



1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT-assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT-assisted Contracts.

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

2.1. Policy. It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A, and the Department's DBE Program, will have the opportunity to participate in the performance of Contracts financed in whole or in part with federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows.

The Contractor must solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A, and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

The Contractor, subrecipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate.

The requirements of this Special Provision must be physically included in any subcontract.

By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment.

2.2. Definitions.

2.2.1. Administrative Reconsideration. A process by which the low bidder may request reconsideration when the Department determines the good faith effort (GFE) requirements have not been met.

2.2.2. Commercially Useful Function (CUF). A CUF occurs when a DBE has the responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing, and supervising the work.

2.2.3. Disadvantaged Business Enterprise (DBE). A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

- 2.2.4. DBE Joint Venture. An association of a DBE firm and one or more other firms to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- 2.2.5. DOT. The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- 2.2.6. Federal-Aid Contract. Any Contract between the Owner and a Contractor that is paid for in whole or in part with DOT financial assistance.
- 2.2.7. Good Faith Effort. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain enough DBE participation, even if not fully successful. Good faith efforts are evaluated before award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- 2.2.8. North American Industry Classification System (NAICS). A designation that best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau website: <https://www.census.gov/naics/>.
- 2.2.9. Race-Conscious. A measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- 2.2.10. Race-Neutral DBE Participation. Any participation by a DBE through customary competitive procurement procedures.
- 2.2.11. Texas Unified Certification Program (TUCP) Directory. An online directory listing all DBEs currently certified by the TUCP. The Directory identifies DBE firms whose participation on a Contract may be counted toward achievement of the assigned DBE Contract goal.
- 2.3. Contractor's Responsibilities.
- 2.3.1. DBE Liaison Officer. Designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- 2.3.2. Compliance Tracking System (CTS). This Contract is subject to Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data to the Owner. This includes, but is not limited to, commitments, payments, substitutions, and good faith efforts. Contractors and DBEs are responsible for responding by any noted response date or due date to any instructions or request for information by the Owner, and to check the system on a regular basis. A Contractor is responsible for ensuring all DBEs have completed all requested items and that their contact information is accurate and up-to-date. The Owner may require additional information related to the Contract to be provided at any time before, during, or after contract award.
- In its sole discretion, the Owner may require that contract compliance tracking data be submitted by Contractors and DBEs in an alternative format prescribed by the Owner.
- 2.3.3. Apparent Low Bidder. The apparent low bidder must submit DBE commitments to satisfy the DBE goal or submit good faith effort Form 2603 and supporting documentation demonstrating why the goal could not be achieved, in whole or part, no later than 5 calendar days after bid opening. The means of transmittal and the risk of timely receipt of the information will be the bidder's responsibility and no extension of the 5-calendar-day timeframe will be allowed for any reason.

2.3.4. DBE Contractor. A DBE Contractor may receive credit toward the DBE goal for work performed by its own forces and work subcontracted to DBEs. If a DBE subcontracts to a non-DBE, that information must be reported monthly.

2.3.5. DBE Committal. Only those DBEs certified by the TUCP are eligible to be used for goal attainment. The Department maintains the TUCP DBE Directory. The Directory can be accessed at the following Internet address: <https://txdot.txdotcms.com/>.

A DBE must be certified on the day the commitment is considered and at time of subcontract execution. It is the Contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The Bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the commitment package are the sole liabilities of the bidder.

Commitments in excess of the goal are considered race-neutral commitments.

2.3.6. Good Faith Effort Requirements. A Contractor who cannot meet the Contract goal, in whole or in part, must make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

2.3.6.1. Administrative Reconsideration. If the Owner determines that the apparent low bidder has failed to satisfy the good faith efforts requirement, the Owner will notify the Bidder of the failure and will give the Bidder an opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

The Bidder must request an administrative reconsideration of that determination within 3 days of the date of receipt of the notice. The request must be submitted directly to the Owner.

If a request for administrative reconsideration is not filed within the period specified the determination made is final and further administrative appeal is barred.

If a reconsideration request is timely received, the reconsideration decision will be made by the Department's DBE liaison officer or, if the DBE liaison officer took part in the original determination, the Department's executive director will appoint a department employee to perform the administrative reconsideration. The employee will hold a senior leadership position and will report directly to the executive director.

The meeting or written documentation must be provided or held within 7 days of the date the request was submitted.

The Department will provide to the Owner a written decision, which will then be provided to the Bidder if the Bidder did or did not make adequate good faith efforts to meet the Contract goal. The reconsideration decision is final and is not administratively appealed to DOT.

2.3.7. Determination of DBE Participation. The work performed by the DBE must be reasonably construed to be included in the work area and NAICS work code identified by the Contractor in the approved commitment.

Participation by a DBE on a Contract will not be counted toward DBE goals until the amount of the participation has been paid to the DBE.

Payments made to a DBE that was not on the original commitment may be counted toward the Contract goal if that DBE was certified as a DBE before the execution of the subcontract and has performed a Commercially Useful Function.

The total amount paid to the DBE for work performed with its own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the Contractor or its affiliates is not allowed. Project materials or supplies acquired from an affiliate of the Contractor cannot directly or indirectly (second or lower tier subcontractor) be used for DBE goal credit.

If a DBE firm is declared ineligible due to DBE decertification after the execution of the DBE's subcontract, the DBE firm may complete the work and the DBE firm's participation will be counted toward the Contract goal. If the DBE firm is decertified before the DBE firm has signed a subcontract, the Contractor is obligated to replace the ineligible DBE firm or demonstrate that it has made good faith efforts to do so.

The Contractor may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

The Contractor may count only 60% of its expenditure to a DBE regular dealer. According to 49 CFR 26.55(e)(2)(i), a DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. A long-term lease with a third-party transportation company is not eligible for 60% goal credit.

With respect to materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer, the Contractor may count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a jobsite.

A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.

2.3.8. Commercially Useful Function. It is the Contractor's obligation to ensure that each DBE used on federal-assisted contracts performs a commercially useful function on the Contract.

The Owner will monitor performance during the Contract to ensure each DBE is performing a CUF.

Under the terms established in 49 CFR 26.55, a DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

With respect to material and supplies used on the Contract, a DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped

with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed to obtain the appearance of DBE participation. The Owner will evaluate similar transactions involving non-DBEs to determine whether a DBE is an extra participant.

If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, the Owner will presume that the DBE is not performing a CUF.

If the Owner determines that a DBE is not performing a CUF, no work performed by such DBE will count as eligible participation. The denial period of time may occur before or after a determination has been made by the Owner.

In case of the denial of credit for non-performance of a CUF, the Contractor will be required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.

- 2.3.8.1. Rebuttal of a Finding of No Commercially Useful Function. Consistent with the provisions of 49 CFR 26.55(c)(4)&(5), before the Owner makes a final finding that no CUF has been performed by a DBE, the Owner will notify the DBE and provide the DBE the opportunity to provide rebuttal information.

CUF determinations are not subject to administrative appeal to DOT.

- 2.3.9. Joint Check. The use of joint checks between a Contractor and a DBE is allowed with Owner approval. To obtain approval, the Contractor must submit a completed Form 2178, "DBE Joint Check Approval," to the Owner.

The Owner will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE's ability to perform a CUF. When joint checks are used, DBE credit toward the Contract goal will be allowed only when the subcontractor is performing a CUF in accordance with 49 CFR 26.55(c)(1).

Long-term or open-ended joint checking arrangements may be a basis for further scrutiny and may result in the lack of participation towards the Contract goal requirement if DBE independence cannot be established.

Joint checks will not be allowed simply for the convenience of the Contractor.

If the proper procedures are not followed or the Owner determines that the arrangements result in a lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be used toward the Contract goal requirement, and the Contractor will need to make up the difference elsewhere on the project.

- 2.3.10. DBE Termination and Substitution. No DBE named in the commitment submitted under Section 2.3.5. will be terminated for convenience, in whole or part, without the Owner's approval. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Unless consent is provided, the Contractor will not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor, before submitting its request to terminate, must first give written notice to the DBE of its intent to terminate and the reason for the termination. The Contractor will copy the Owner on the Notice of Intent to terminate.

The DBE has 5 calendar days to respond to the Contractor's notice and will advise the Contractor and the Owner of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime Contractor's request for termination.

The Owner may provide a shorter response time if required in a particular case as a matter of public necessity.

The Owner will consider both the Contractor's request and DBE's stated position before approving the request. The Owner may provide a written approval only if it agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate the DBE. If the Owner does not approve the request, the Contractor must continue to use the committed DBE firm in accordance with the Contract. For guidance on what good cause includes, see 49 CFR 26.53.

Good cause does not exist if the Contractor seeks to terminate, reduce, or substitute a DBE it relied upon to obtain the Contract so that the Contractor can self-perform the work for which the DBE firm was engaged.

When a DBE subcontractor is terminated, make good faith efforts to find, as a substitute for the original DBE, another DBE to perform, at least to the extent needed to meet the established Contract goal, the work that the original DBE was to have performed under the Contract.

Submit the completed Form 2228, "DBE Termination Substitution Request," within seven (7) days, which may be extended for an additional 7 days if necessary at the request of the Contractor. The Owner will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated. If the Owner determines that good faith efforts were not demonstrated, the Contractor will have the opportunity to appeal the determination to the Department.

- 2.3.11. Reports and Records. By the 15th of each month and after work begins, report payments to meet the DBE goal and for DBE race-neutral participation on projects with or without goals. These payment reports will be required until all DBE subcontracting or material supply activity is completed. Negative payment reports are required when no activity has occurred in a monthly period.

Notify the Owner if payment to any DBE subcontractor is withheld or reduced.

Before receiving final payment from the Owner, the Contractor must indicate a final payment on the compliance tracking system. The final payment is a summary of all payments made to the DBEs on the project.

All records must be retained for a period of 3 years following completion of the Contract work, and must be available at reasonable times and places for inspection by authorized representatives of the Owner, the Department, or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

- 2.3.12. Failure to Comply. If the Owner determines the Contractor has failed to demonstrate good faith efforts to meet the assigned goal, the Contractor will be given an opportunity for reconsideration by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Owner reserves the right to terminate the Contract; to deduct the

amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor; or to secure a refund, not as a penalty but as liquidated damages, to the Owner or such other remedy or remedies as the Owner deems appropriate.

2.3.13. Investigations. The Owner may conduct reviews or investigations of participants as necessary. All participants, including, but not limited to, DBEs and complainants using DBE Subcontractors to meet the Contract goal, are required to cooperate fully and promptly with compliance reviews, investigations, and other requests for information.

2.3.14. Falsification and Misrepresentation. If the Owner determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Owner to be unallowable, or if the Contractor engages in repeated violations, falsification, or misrepresentation, the Owner may:

- refuse to count any fraudulent or misrepresented DBE participation;
- withhold progress payments to the Contractor commensurate with the violation;
- refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
- seek any other available contractual remedy.

Special Provision to Item 6L

Control of Materials



Item 6L, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

- 1.1. Buy America. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at <https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html> for additional clarification on material classification.

- 1.1.1. Materials Excluded from Buy America. Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification. In addition, mixtures of concrete or asphalt delivered to a job site without final form for incorporation into a project are not a manufactured product and are considered excluded.

- 1.1.2. Iron or Steel Product. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. For iron or steel products that are wholly or predominantly iron or steel, all manufacturing of the iron or steel must occur in the United States.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending,) and coating (e.g., paint, galvanizing, epoxy).

For iron or steel products, submit a notarized original FORM D-9-USA-1 (Department Form 1818) with the proper attachments for verification of compliance.

- 1.1.1 Construction Materials. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed do not change the classification of a construction material.

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),

- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

For construction materials, submit a Construction Material Buy America Certification Form (Department Form 2806) for verification of compliance that all manufacturing processes, as required, occurred in the United States. Each construction material has specific certification requirements stated below. Provide additional documentation as requested.

For non-ferrous metals, verification of compliance requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), verification of compliance requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), verification of compliance requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), verification of compliance requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, verification of compliance requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, verification of compliance requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, verification of compliance requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, verification of compliance requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

- 1.1.3. Manufactured Products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Manufactured products do not require Buy America certification except for categories described below.

- 1.1.3.1. Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) require iron or steel components to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Product.

- 1.1.3.2. Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product require iron or steel cabinets or other enclosures of such systems to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Products.
- 1.1.3.3. Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.
- 1.1.4. Buy America Exceptions. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.
- A waiver exists exempting the material from Buy America compliance.
 - The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of \$1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
 - The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
 - Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
 - The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

County: Tarrant

Highway: Main Street

Specification Data
Basis of Estimate

Item	Description	Rate	Unit
168	Vegetative Watering	169,400 gal./acre	1,000 gal.

** Non-Pay, for Contractor's Information Only.

Special Notes

Single lane closures, except as otherwise shown in the plans, will be restricted to off-peak hours as defined in the following table:

Peak Hours		Off-Peak Hours	
6 to 9 AM Monday through Friday	3 to 7 PM Monday through Friday	9 AM to 3 PM and 7 PM to 6 AM Monday through Friday	All day Saturday and Sunday

Work that requires closure of multiple travel lanes in the same direction, except as otherwise shown in the plans, are restricted to night hours between 9 PM and 6 AM.

Existing storm sewers and utilities are shown from the best available information. Verify the location of all underground facilities prior to starting work.

For dimensions of right-of-way not shown on the plans, see right-of-way map on file at the TxDOT District Office.

Modifications to Lane Closure / Work Restrictions:

Submit a request in writing for approval by the Engineer a minimum of 10 days in advance of implementing a change to lane closure restrictions.

When deemed necessary, the Engineer will lengthen, shorten, or otherwise modify lane closure restrictions as traffic conditions warrant.

When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

County: Tarrant**Highway:** Main Street

Special Events/ Special Situations will be handled on a case-by-case basis. No work restricting lane closures is allowed from 3 PM a day before to 9 AM the day after the Special Event or Special Situation.

The Contractor's attention is directed to the following list of temporary easements and their expiration dates:

<u>Address</u>	<u>Legal Description</u>	<u>Expiration Date</u>
8400 Main Street	SUNNYBROOK SCHOOL ADDITION Block 1	
6500 Riddle Drive	GLENANN ADDITION Block 10 Lot 14	

Complete all work in these easement areas prior to the expiration dates shown. In the event that work is done after these expiration dates, all costs for extending these dates will be paid by the Contractor.

Remove all existing fences within the right of way and remove and replace all existing fences within easements where such fences conflict with the work. Protect the remaining fence from damage due to slacking. Erect temporary fencing in the easement areas as necessary to secure the property. Provide at least one week notice to the property owner prior to removing or relocating the fence. Restore permanent fencing to an equal or better condition.

Provide all-weather surface for temporary ingress and egress to adjacent property, as directed. Materials, labor, equipment and incidentals necessary to provide temporary ingress and egress will not be paid for directly, but will be subsidiary to the various bid items.

Where necessary, the governing slopes indicated herein may be varied from the limits shown, to the extent approved.

All driveway openings will be determined by the Engineer and will conform with Texas Department of Transportation "Regulations for Access Driveways to State Highways" adopted September 1953, and revised June 2004.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines, and grades are to be established in the field.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines and grades are to be determined by the Engineer and shall conform to the regulations of The City of North Richland Hills.

Do not discolor or damage existing curb and gutter during construction operations. In the event of discoloration or damage, clean or repair as directed.

County: Tarrant

Highway: Main Street

Remove the grass from the crown of shoulders or pavement edges by blading or other approved methods. Payment for this work will not be made directly, but will be subsidiary to the various items of the contract.

Plugging of pipes or culverts will not be paid for directly, but will be subsidiary to the various bid items, unless otherwise shown on the plans.

Provide temporary drain openings at all low points or other drainage structures, as required, at the Contractor's expense.

Remove any obstructions to existing drainage due to the contractor's operations, as required, at the Contractor's expense.

The City will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

The State will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

Item 4. Scope of Work

Reimbursement for project overhead will not be considered until project completion has extended beyond the original Contract Time.

Item 5. Control of the Work

When supplementary bridge plans, shop drawings, shop details, erection drawings, working drawings, forming plans, or other drawings are required, prepare and submit drawings on sheets 8-1/2 by 11 inches, 17 by 22 inches, or full size drawings reduced to half scale if completely legible. If, in the opinion of the Engineer, the drawings are not completely legible, prepare and submit on sheets 22 by 34 inches, with a 1-1/2 inch left margin, and 1/2 inch top, right, and bottom margins.

Submit all sheets with a title in the lower right hand corner. The title must include the sheet index data shown on the lower right corner of the project plans, name of the structure or element or stream, sheet numbering for the shop drawings, name of the fabricator and the name of the Contractor.

Item 6. Control of Materials

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit a notarized original of the TxDOT

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Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link.
<https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html> for clarification on material categorization.

Item 7. Legal Relations and Responsibilities

Do not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to haul roads, equipment staging areas, borrow and disposal sites. “Associated” as defined here means materials are delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The contractor will be responsible for all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE. Provide the Department with a copy of all consultations or approvals from the USACE prior to initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of these determinations for review by the Department or any regulatory agency.

Document and coordinate with the USACE, if required, prior to any excavation hauled from or embankment hauled into a USACE permit area by either (1) or (2) below.

- (1) Restricted Use of Materials for Previously Evaluated Permit Areas.** Document both the project specific location (PSL) and its authorization. Maintain copies for review by the Department or any regulatory agency. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
- a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in Item 110 is used for permanent or temporary fill (Item 132, Embankment) within a USACE permit area;
 - b. Suitable embankment (Item 132) from within the USACE permit area is used as fill within a USACE evaluated area; and,

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- c. Unsuitable excavation or excess excavation [“Waste”] (Item 110) that is disposed of at a location approved by the Engineer within a USACE evaluated area.

(2) Contractor Materials from Areas Other than Previously Evaluated Areas.

Provide the Department with a copy of all USACE coordination or approvals prior to initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to haul roads, equipment staging areas, borrow and disposal sites:

- a. Item 132, Embankment, used for temporary or permanent fill within a USACE permit area; and,
- b. Unsuitable excavation or excess excavation [“Waste”] (Item 110, Excavation) that is disposed of outside a USACE evaluated area.

The total area disturbed for this project is 0.65 acres. The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs), within 1 mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Department 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 Contractor PSLs for construction support activities on or off the right of way. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the right of way to the Engineer and to the local government that operates a separate storm sewer

The following Holiday/Event lane closure restriction requirements apply to this project:
No work that restricts or interferes with traffic shall be allowed between 3 PM on the day preceding a Holiday or Event and 9 AM on the day after the Holiday or Event.

Holiday Lane Closure Restrictions	
New Year’s Eve and New Year’s Day (December 31 through January 1)	3 PM December 30 through 9 AM January 2
Easter Holiday Weekend (Friday through Sunday)	3PM Thursday through 9 AM Monday
Memorial Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Independence Day (July 3 through July 5)	3 PM July 2 through 9 AM July 6
Labor Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Thanksgiving Holiday (Wednesday through Sunday)	3 PM Tuesday through 9 AM Monday

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Christmas Holiday (December 23 through December 26)	3 PM December 22 through 9 AM December 27
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Item 8. Prosecution and Progress

Each contract awarded by the Department stands on its own, and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts at the same time.

Working days will be computed and charged in accordance with Section 8.3.1.4, 'Standard Workweek.'

The number of days for final acceptance will be 100 working days.

Item 100. Preparing Right of Way

Measurement for this item will be along the centerline of the project with the limits of measurements as shown on the plans.

Removal of existing concrete pavement will be in accordance with Item 104, "Removing Concrete" except that this work will not be paid for directly, but will be subsidiary to Item 100, "Preparing Right of Way."

Item 104. Removing Concrete

When associated with a structure to be removed, removal of riprap as required, approach slabs, and shoulder drains are to be included in the unit price bid for Item 496, "Removing Structures."

Item 110. Excavation

Review proposed waste sites to determine if any site is located in a "Base Floodplain" or "Floodway" as defined by the Federal Emergency Management Agency (FEMA).

If waste material from this project is placed in a base floodplain as defined by FEMA, obtain a permit from the local community responsible for enforcing National Flood Insurance Program (NFIP) regulations. Ensure that the owner of the property receiving the waste has obtained the necessary permit.

Item 132. Embankment

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Density tests must be conducted by a department-certified independent testing laboratory. Results of tests will be furnished to the City of North Richland Hills within 24 hours after testing; a final copy of all test reports must be signed and sealed by a Professional Engineer in the State of Texas and furnished within five (5) working days after testing. Areas which do not meet minimum density requirements will be removed, re-compacted, and re-tested for compliance at the contractor's entire expense. Testing and reporting of test results will not be paid for directly, but will be subsidiary to this item.

Item 160. Topsoil

Place approximately 4 inches of topsoil on areas shown or directed.

Excavation for topsoil should not exceed 3 feet in depth unless otherwise directed.

Item 162. Sodding for Erosion Control

Furnish and place Bermudagrass sod.

Item 168. Vegetative Watering

Furnish and install an approved rain gauge at the project site, as directed. Furnishing and installation of the rain gauge will not be paid for directly, but will be subsidiary to Item 168.

Apply vegetative watering for an establishment period of thirteen weeks following application of seed or installation of sod, at a rate of 1/2 inch of water depth per week (approximately 13,030 gallons per acre). During the first four weeks after seeding, apply water twice per week, on non-consecutive days, each at half the weekly application rate. For the remainder of the establishment period, apply vegetative watering once per week during the months of January through June or September through December, at the weekly application rate; apply watering twice per week, on non-consecutive days during the months of July and August, each at one-half the weekly application rate.

Average weekly rainfall rates for the District are:

January—0.39"	April—0.86"	July—0.48"	October—0.68"
February—0.46"	May—1.00"	August—0.47"	November—0.46"
March—0.48"	June—0.63"	September—0.74"	December—0.37"

Item 502. Barricades, Signs, and Traffic Handling

The contractor force account 'safety contingency' that has been established for this project is intended to be utilized for work zone enhancements to improve the effectiveness of the traffic control plan that could typically not be foreseen in the project planning and design stage. These

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enhancements will be mutually agreed upon by the Engineer and the Contractor's responsible person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Maintenance of roadways, not paid as Item 508, "Constructing Detours," and designated in the traffic control plan to carry traffic, will be the responsibility of the Contractor and will be paid for by "Contractor Force Account or Agreed Unit Price".

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

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

Any sign not detailed in the plans but called for in the layout will be as shown in the current "Standard Highway Sign Designs for Texas".

When traffic is obstructed, arrange warning devices in accordance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Cover or remove any work zone signs when work or condition referenced is not occurring.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction unless otherwise noted in the plans or as directed.

Item 503. Portable Changeable Message Signs

Provide all portable changeable message signs and arrow panels 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 footcandles, and then increase back again for daytime operations.

Each sign must have 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

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8. Thru Traffic
9. Prepare To Stop
10. Merging Traffic
11. Expect 15 Minute Delay
12. Max Speed ** MPH
13. Merge Right
14. Merge Left
15. No Exit Next ** Miles

Item 506. Temporary Erosion, Sedimentation, and Environmental Controls

The SW3P for this project will consist of using the following items as directed:

- Temporary rock filter dams
- Temporary pipe slope drains
- Baled hay
- Temporary paved flumes
- Temporary sediment control fence
- Construction exits
- Gabions and gabion mattresses
- Earthwork for erosion control
- Construction perimeter fence
- Erosion control logs

Remove accumulated sediment or replace SW3P controls when the capacity has been reduced by 50% or when the depth of sediment at the control structure exceeds one foot.

Items 530 And 531. Intersections, Driveways and Turnouts, and Sidewalks

The furnishing and installation of the sand cushion in proposed sidewalks, sidewalk ramps, and driveways will not be paid for directly but will be subsidiary to this bid item.

Item 636. Signs

Furnish, fabricate, and erect aluminum signs. Sign supports provided under other items.

Signs installed or replaced will be measured by the square foot of the sign face.

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 "Aluminum Signs,"

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Item 644. Small Roadside Assemblies

Furnish, fabricate, and erect small roadside sign assemblies or bridge mounted clearance sign assemblies consisting of the signs, sign supports, foundations (when required), and associated mounting hardware.

Relocate existing small roadside sign assemblies or bridge mounted clearance sign assemblies, and furnish and fabricate material as required.

Remove existing small roadside sign assemblies or bridge mounted clearance sign assemblies.

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 "Install Small Roadside Sign Assemblies" of the type specified, "Install Bridge Mounted Clearance Sign Assemblies" of the type specified, "Relocate Small Roadside Sign Assemblies" of the type specified, "Relocate Bridge Mounted Clearance Sign Assemblies" of the type specified, "Remove Small Roadside Sign Assemblies," or "Remove Bridge Mounted Clearance Sign Assemblies."

Item 666. Reflectorized Pavement Markings with Retroreflective Requirements

If retroreflectivity readings are collected using a portable or handheld unit, then measurement is defined as a collective average of at least 20 readings taken along a 200-foot test section. A minimum of three measurements will be required per mile of roadway. Measurements collected on a centerline stripe will be averaged separately for stripe in each direction of travel. A City of Fort Worth inspector must witness the calibration and collection of all retro-reflectivity data.

Item 677. Eliminating Existing Pavement Markings and Markers

This Item will be measured by each word, symbol, or shape eliminated; by the foot of marking eliminated; or by any other unit shown on the plans.

Item 678. Pavement Surface Preparation for Markings

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 "Pavement Surface Preparation for Markings" of the type and width as applicable. This price is full compensation for the cleaning method used, materials, equipment, labor, tools, and incidentals.

SECTION V

TXDOT FORMS

TXDOT FORMS

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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A, ~~EO 11246~~)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: ~~Executive Order 11246~~, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with ~~Executive Order 11246~~ and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. ~~In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.~~

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of ~~Executive Order 11246~~, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-03-2025 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. **IMPORTANT NOTICE FOR STATE PROJECTS:** only the controlling wage rate zone applies to the contract. Effective 01-03-2025.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20250008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20250025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 60 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20250008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9., Payment Provisions for Subcontractors, all subcontract agreements exceeding \$2,000 will incorporate the applicable Wage Determination Decision, and all subcontract agreements will incorporate the following:

Special Provision Certification of Nondiscrimination in Employment

~~Special Provision Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)~~

Special Provision Standard Federal Equal Employment Opportunity

~~Construction Construction Specifications (Executive Order 11246)~~

Form FHWA 1273 Required Contract Provisions Federal-aid Construction
Contracts (Form FHWA 1273 must also be physically
attached to subcontracts and all lower-tier subcontracts)

Special Provision Nondiscrimination (Include provisions of Sections 3.1 –
3.6 in all subcontracts and agreements for materials)

Special Provision Cargo Preference Act Requirements in Federal-Aid
Contracts

Special Provision Disadvantaged Business Enterprise in Federal-Aid
Contracts

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least \$1 million in public funds must:

- 1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
- 2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
- 3) on completion of the contract, either:
 - a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
 - b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- 1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- 2) solicitation or bid documents relating to a contract with a governmental body;
- 3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- 4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- 5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

CHILD SUPPORT STATEMENT

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

Prohibition on Certain Telecommunications Equipment or Services

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. [OMB's Federal Register Notice](#) includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hyatera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this requirement will require replacement of the equipment at the contractor's expense.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Non-Collusion Affidavit and Debarment Certification

PROJECT: Smithfield Middle School Safe Routes to School
HIGHWAY: Main Street
COUNTY: TARRANT
TXDOT CSJ: 0902 90 292

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR FOR A CORPORATION

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF BIDDER

Name of Bidder : _____
Print or type individual name

Trading and doing business as _____
Print or type firm name

Address

Witness

Signature of Bidder, Individually

Print or type witness' name

Print or type signer's name
If a Corporation affix Corporate Seal

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of 20____.

Signature of Notary Public

Prison Produced Materials

General

Prison-produced materials are products made by convict labor. There are limitations on using materials produced by convict labor in a federal-aid highway project. Materials produced after July 1, 1991, by convict labor may only be incorporated in a federal-aid highway construction project if:

1. such materials have been produced by convicts who are on parole, supervised release or probation from a prison; or
2. Such material has been produced in a qualified prison facility (Texas does not have a qualified prison facility meeting the requirements of the regulation).

Federal Requirements

1. [23 CFR §635.417](#) – Prohibits the use of materials produced in a prison facility or by prison labor on federally funded projects for roadways functionally classified above a rural minor collector.

State Requirements

1. No comparable state statute.

Differing Site Conditions

- (a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under [23 U.S.C. 106](#):

(1) *Differing site conditions.*

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.*

- (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment

(excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.*

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

DISADVANTAGED BUSINESS ENTERPRISES

REQUIREMENTS

PROJECT: Smithfield Middle School Safe Routes to School

HIGHWAY: Main Street

COUNTY: TARRANT

TXDOT CSJ: 0902-90-292

The following goal for disadvantaged business enterprises is established:

DBE

0%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substitute the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the bid proposal guarantee of the Bidder will be property of the City of North Richland Hills and the Bidder will be excluded for rebidding on the project when it is re-advertised.

Buy America

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

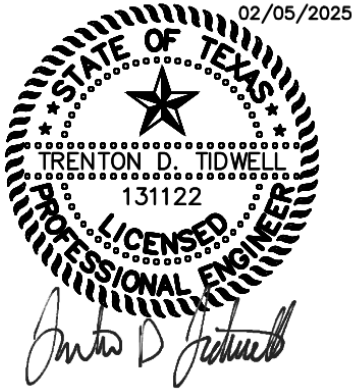
(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

CSJ: 0902-90-292

**Project: SMITHFIELD MIDDLE
SCHOOL SAFE ROUTES TO SCHOOL**

County: Tarrant



**The enclosed Texas Department of
Transportation Specifications, Special
Specifications, Special Provisions, General Notes
and Specification Data in this document have
been selected by me, or under my responsible
supervision as being applicable to this project.
Alteration of a sealed document without proper
Notification to the responsible engineer is an
Offence under the Texas Engineering Practice.**

Bidder Certification

By signing the proposal the bidder certifies:

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

OSHA Implementation Procedures

The following requirements are to be followed for this project.

§ 635.108 Health and safety.

Contracts for projects shall include provisions designed:

- (a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and
- (b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

TxDOT CSJ: _____

LG Project Number: _____

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

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

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.