Texas Department of Transportation

DESIGN-BUILD STANDARD SPECIFICATIONS

Items 10-28

February 7, 2019

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Item 10
General

10.1 **Offices, Equipment, and Vehicles**

Except where noted elsewhere in the Contract Documents, DB Contractor and TxDOT shall co-locate until Final Acceptance to facilitate Project coordination and daily communication. The definition of "co-locate" for the Term of the DBA is office space meeting the conditions of these DB Specifications that are within one mile of the Project ROW, or as approved by TxDOT. In addition to co-location requirements for specified and Key Personnel elsewhere in these DB Specifications the following DB Contractor's personnel shall be co-located with TxDOT:

- Senior design engineer, and at least one CADD technician for the design duration; and
- ROW AM during ROW acquisition phase.

The office space requirements for the Project office are provided below.

10.1.1 **Core Office**

DB Contractor shall provide all space, facilities, and support Elements necessary to design, construct, and maintain the TxDOT Project office in accordance with the DBA. DB Contractor shall provide office space for TxDOT's design and Project management staff. If it is necessary to locate any of these Elements of the Work off-site or outside of this office, DB Contractor shall obtain TxDOT's prior written consent.

DB Contractor shall provide TxDOT office space. (i.e., available for occupancy) within 90 days following issuance of NTP1. The location, condition, and amenities of the office space for TxDOT are subject to TxDOT's prior written approval. DB Contractor shall provide a preliminary TxDOT facility area layout plan to TxDOT no later than 30 days after NTP1. TxDOT will promptly review and comment on required modifications to the layout within 10 days. DB Contractor shall submit a final facility layout plan within 10 days of receipt of TxDOT comments.

DB Contractor shall provide separate office space for the exclusive use of TxDOT's design and Project management staff in the TxDOT facility area as specified herein and subject to TxDOT's prior written approval. This office space shall be located within the same building or complex as DB Contractor's office staff. TxDOT will be reasonable regarding re-use of existing space within DB Contractor's current office facility, provided that the space is contiguous and workable in TxDOT's sole discretion.

10.1.1.1 **Office Condition**

The offices shall be in good and serviceable condition, at least of the same quality as those of DB Contractor's counterpart office space, and available for occupancy as specified herein. Both Parties shall participate in a facility condition survey prior to and at the completion of occupancy. TxDOT shall return possession of DB Contractor-provided TxDOT facility area to DB Contractor in essentially the same condition as when TxDOT occupied the facilities, except for reasonable wear and tear and except for alterations, or loss or damage, caused by any member of a DB Contractor-Related Entity.

10.1.1.2 **Loss or Damage**

If office spaces, related facilities, or fixtures are destroyed, damaged, or stolen during the Term in the TxDOT facility area, except as a direct result of willful misconduct of TxDOT or its personnel, DB Contractor shall, at its cost and within 10 Business Days after the occurrence of such destruction or damage, repair those items to their original condition or replace them. However, in the case of lost, damaged, or stolen office equipment (e.g., computers, fax machines, copy machines, and printers) necessary for normal office operations, replacement shall occur within two (2) Business Days. If loss or damage is caused as a direct result of willful misconduct of TxDOT or its personnel, DB Contractor shall replace the facilities noted herein within the timeframes specified herein, and TxDOT shall reimburse DB Contractor for actual, reasonable, and documented costs incurred.

10.1.1.3 **Office Facilities and Equipment**

For the TxDOT facility area it provides, DB Contractor shall:

- General. Secure facility space, obtain all permits, install and pay for all utility services, and maintain the facilities as part of the Work;
- Access and Security. Provide separate TxDOT entrance/exit(s) from building, which shall be secured with electronic door lock(s) plus a deadbolt lock. DB Contractor shall provide security badge card access with locking doors running on time zone/holiday schedules for entry doors as well as other designated areas (e.g., network/telecommunications, document storage, offices). DB Contractor shall provide software for maintaining access to these areas, which will be owned and/or maintained by TxDOT's design and Project management staff;
- Lighting and Electricity. Include with all interior spaces overhead lighting meeting OSHA, building, electrical, and energy code requirements for similar office space (provide nominal 30-foot candles of light at 30 inches above finish floor). Each office space shall have at least four duplex receptacles, with minimum circuit capacity of 20 amperes. In addition, each personal office area and conference room shall have a 1,500 Volt-ampere (VA) uninterruptible power supply (UPS). All LAN, telephone system equipment, and appurtenances shall have a UPS sized properly to be capable of providing up to one hour of battery run time;
- Janitorial and Trash Services. Provide daily janitorial service (except Saturdays, Sundays, and holidays) and maintain trash containers and trash pickup service for the building and Site areas beyond the TxDOT facility area. This shall include, but not be limited to, sweeping and mopping floors, cleaning restrooms and break room, emptying wastebaskets, and periodic dusting. This service shall be paid for by DB Contractor. DB Contractor shall pay for and procure janitorial services for the TxDOT facility area;
- Exterior Maintenance. Maintain the exterior areas of office spaces, including access to parking areas;
- Accessibility and Licensing. Meet all access requirements of the Texas Accessibility Standards, ADA Accessibility Guidelines, as amended (42 USC § 12101, et seq.), and the applicable building code. Facility design plans shall be submitted to the TDLR for review and approval as required by 68 TAC § 16;
- Restrooms, Break Room, and Entry Space. Provide access to women's and men's restrooms, break room space, and building entry space. These spaces may be shared with DB Contractor's office space/staff. These spaces and all TxDOT spaces shall have access 24 hours per day, seven (7) days per week, and 365 days per year. In lieu of access to a common break room, DB Contractor may provide a 200 SF break room/kitchen within the TxDOT space, with refrigerator with freezer compartment, sink, and microwave. Break room/kitchen will have storage closet (25 SF) and cabinets with drawers and counter tops. In the event that access to restrooms cannot be accessed from a common building entry/lobby, DB Contractor may provide separate restrooms for the TxDOT facility area. In the event it is necessary to locate a separate break room and/or restrooms within the TxDOT facility area, the 3,000 SF TxDOT space allocation may be required to be increased to accommodate these spaces;
- HVAC. Provide electrical, HVAC systems capable of maintaining temperatures between 65 and 75 degrees Fahrenheit in all spaces, 24/7/365, through the year. Server room shall have dedicated air conditioning/cooling system capable of maintaining temperatures between 65 and 70 degrees Fahrenheit, and 15% relative humidity;
- Code Requirements. Meet all applicable building and fire code requirements; and
- Disposal and Removal. Be responsible for disposal or removal of all DB Contractor-provided facilities and any facility and/or site restoration Work as required.

10.1.2 Field Office

DB Contractor shall provide all space, facilities, and support Elements necessary to conduct field operations to complete the Work in accordance with the Contract Documents. DB Contractor shall provide office space for TxDOT's Project management acquisition staff including, the Program Manager and other contract employees. The field office shall be located within one mile of the Project ROW.

DB Contractor shall provide field office space for the exclusive use of TxDOT's field construction staff for the Project as specified herein. The field offices can be combined with the core office described in Section 10.1.1 as long as the combined offices meet the requirements of Sections 10.1.1 and 10.1.2.

Subject to TxDOT's prior written approval, DB Contractor shall provide separate facilities for TxDOT's resident engineer staff located within the same complex as DB Contractor's field office. Should DB Contractor elect to construct the Work using field offices other than the one specified, corresponding facilities shall be provided for TxDOT's exclusive use and shall be at least of the same quality as DB Contractor's counterpart management and field staff.

Prior to commencing construction of TxDOT's field office space, DB Contractor shall submit for TxDOT's approval final wiring and circuitry plans, office furniture and equipment layout, a field office floor plan, a lighting plan, and a parking plan for TxDOT's Project management and contract staff vehicles.

Concurrent with NTP1, DB Contractor is authorized to begin work on the field office space. Final completion of TxDOT's field office space, including all punch list items, shall occur before TxDOT shall issue NTP2.

In regard to field offices for TxDOT field construction staff, DB Contractor shall ensure the following conditions are achieved:

10.1.2.1 **Office Condition**

The field office shall be in good and serviceable condition meeting all ADA and local government regulatory criteria for safe a workspace environment, at least of the same quality as those of DB Contractor's counterpart management and field staff, respectively and available for occupancy as specified herein. Both Parties shall participate in a facility condition survey prior to and at the completion of occupancy. TxDOT shall return possession of DB Contractor-provided facilities to DB Contractor in essentially the same condition as when TxDOT occupied the facilities, except for reasonable wear and tear and except for alterations, loss, or damage caused by any member of DB Contractor-Related Entity.

10.1.2.2 **Loss or Damage**

If office space(s) or related facilities, furniture, or fixtures that are provided by DB Contractor are destroyed, damaged, or stolen during the Term, except as a direct result of willful misconduct of TxDOT or its personnel, DB Contractor shall, at its cost and within 10 Business Days after the occurrence of such destruction or damage, replace those items that it had provided or repair them to their original condition; however, in the case of lost, damaged, or stolen office equipment (e.g., computers, fax machines, copy machines, printers) necessary for normal office operations, replacement shall occur within two (2) Business Days. If loss or damage is caused as a direct result of willful misconduct of TxDOT or its personnel, DB Contractor shall replace the facilities noted herein within the timeframes specified herein, and TxDOT shall reimburse DB Contractor for actual, reasonable, and documented costs incurred.

10.1.2.3 **Field Office Facilities and Equipment**

For the facilities it provides, DB Contractor shall:

- General. Secure sites, obtain all site permits, install and pay for all utility services, and maintain the facilities clean and in good working order as part of the Work;
- Access and Security. Provide separate buildings or trailers for TxDOT staff that include at least two entrances/exits, providing an 8-foot by 10-foot (minimum) covered entrance area, from each building or trailer. Each entrance/exit shall be secured with a door lock plus a deadbolt lock;
- Lighting and Electricity. Include with all interior spaces overhead lighting meeting the requirements of OSHA and of building and electrical codes for office space. Each office space shall have at least two duplex receptacles. The minimum circuit capacity shall be 20 amperes;
- Janitorial and Trash Service. Provide daily janitorial service (except Saturdays, Sundays, and holidays) and maintain trash containers and trash pickup service. This will include, but not be limited to, sweeping and mopping floors, cleaning the toilet, and lavatory and emptying wastebaskets;
- Exterior Maintenance. Maintain the exterior areas of office spaces, including access to parking areas;

- Accessibility. Meet all access requirements of the Texas Accessibility Standards, ADA Accessibility Guidelines, as amended (42 USC § 12101, et seq.), and the applicable building code. Facility design plans shall be submitted to the TDLR for review and approval as required by 68 TAC § 16;
- Utility Service. Provide potable water, sewer service, and electricity to the field office facility;
- HVAC. Provide electrical and HVAC systems capable of maintaining temperatures between 65 and 75 degrees Fahrenheit in all spaces, 24/7/365, through the year. Server room or network/telecommunications room, as applicable, shall have dedicated air conditioning/cooling system capable of maintaining temperatures between 65 and 70 degrees Fahrenheit, and 15% relative humidity. Temperature controls for TxDOT's field office space shall be placed in an appropriate location within TxDOT's secured area;
- Code Requirements. Meet all local building and fire code requirements;
- Disposal and Removal. Be responsible for disposal or removal of all DB Contractor-provided facilities and any site restoration Work as required;
- Networking. Provide a secured wireless network with encryption, operating at both 2.4 and 5 gigahertz (GHz) with 802.11a/b/g/n protocols; and
- Internet. Provide three T1 lines with a connection speed of 12 Mbps or greater at NTP1.

10.2 Three-Dimensional (3-D) Design

DB Contractor shall design the Project utilizing 3-D methodologies and techniques, and submit its 3-D design files to TxDOT for use during the design and construction process.

Utilization of 3-D design is an integral part of the performance of the Project prior to and during construction and throughout the Project's service life. Additionally, the implementation of 3-D design techniques is intended to improve quality, reduce risk, improve collaboration with project stakeholders, provide an early focus toward technical review, and increase opportunity for innovation.

DB Contractor shall utilize design software and versions currently in use by TxDOT to develop the 3-D design, unless DB Contractor receives advanced written approval from TxDOT in accordance with Section 5.2.7 of the DBA General Conditions.

10.2.1 3-D Design Requirements

DB Contractor shall submit proposed 3-D design file naming conventions to TxDOT for review and approval.

DB Contractor shall incorporate the TxDOT Schematic Design into the DB Contractor's Project design files utilizing 3-D methodologies and techniques.

DB Contractor shall create an integrated 3-D model of the existing condition including existing ground surface and subsurface elements and infrastructure (including, but not limited to, drainage structures, utilities, bridges and wall foundations), utilizing data from light detection and ranging (LiDAR), SUE, field surveys, and existing plans (as-built) data collection; including currently available LiDAR or other existing ground surface data (digital terrain model (DTM) or triangulated irregular network (TIN) formats) provided in the RID.

The DB Contractor shall utilize 3-D methodologies and techniques to develop the geometric design as well as the 3-D design model for each proposed roadway and incorporate it into the Project's integrated design models. All geometric design shall be prepared in accordance with the DB Specifications and Special Provisions:

- Refine and finalize 3-D horizontal and vertical alignments for all high-occupancy vehicle lanes, exclusive lanes, general purpose lanes, ramps, direct connectors, collector-distributors, crossing and parallel roadways, pavement transitions, and tie-ins to existing lanes;
- Determine horizontal and vertical clearances at grade separations, underpasses and overpasses; and
- Develop superelevation and superelevation transition designs for each roadway. Verify rollover constraints are adequately addressed, including ramp, collector-distributor, and direct connector gore locations.

DB Contractor shall include existing and proposed 3-D design features for the following Elements of Work in accordance with the DB Specifications and Special Provisions:

- Roadway: pavement structures, metal beam guard fence (MBGF), pedestrian facilities, existing and proposed ROW;
- Drainage: storm sewers (inlets, manholes), culverts, and channel grading;
- Structures: sufficient detail to show top of deck surface, structure type, bottom of beam surface, bent cap, piers, foundations (size and length), abutment, and retaining wall locations including straps, nails and footings;
- Utilities: relocated and existing Utilities to remain in place (existing Utilities to be abandoned in place are not required to be included);
- Signing: overhead span or cantilever sign structure locations and structure type, foundations (size and length); and
- Temporary structures: including, but not limited to, temporary shoring, soil nails, and temporary retaining walls.

10.2.2 **Immersive 3-D Over-the-Shoulder Milestone Review Meetings**

DB Contractor shall present the Project 3-D design model to TxDOT and stakeholders at review meetings. The DB Contractor shall utilize software that allows for interactive visualization of the 3-D design model key features. The 3-D design model shall be completed to a sufficient level of detail that existing terrain, proposed design features, and existing infrastructure to remain in place can be viewed, analyzed, and discussed among participants. Review meetings shall occur prior to any design Submittals to TxDOT.

The DB Contractor's 3-D design model shall be capable of providing the following minimum functionality during the immersive 3-D milestone review meetings:

- View the model and manipulate view settings to interactively change data display on the screen (e.g. pan, rotate, walk, fly, zoom, etc.);
- Measure distances and areas throughout all areas of the model;
- Reference baseline geometry, stationing, and existing and proposed ROW; and
- Dynamically visualize key existing and proposed design features and detect conflicts/clashes amongst the following disciplines:
    - Roadway;
    - Drainage;
    - Structures (bridges, retaining walls);
    - Utilities (existing and proposed);
    - Signing (overhead span or cantilever sign structure locations and structure type);
    - Lighting (pole and foundation locations);
    - Signals (controller, pole, and foundation locations); and
    - Temporary structures

The DB Contractor shall submit the following before every review meeting:

- Adobe PDF file of Project 3-D model which shall include proposed striping; and
- All CADD and other electronic files used to develop the 3-D model along with all associated files required to duplicate the model; and
- Updated Utility Adjustment Concept Plan.

10.2.3 **3-D Design Deliverables**

Integrated design model deliverables shall consist of 3-D MicroStation file(s) containing 3-D graphical elements (components, contours, superelevation transitions limits, and existing and proposed finish grade triangles) representative of the entire proposed project. Additional electronic design files to be submitted to TxDOT by the DB Contractor include:

- OpenRoads: MicroStation design files containing civil data of alignments, profiles, pertinent geometry, terrain surfaces, civil cells, corridor models and final surface. In

addition to other MicroStation elements used in the creation of the corridor model such as point controls, corridor references, GPK files, etc.;

- InRoads template library (ITL): OpenRoads Template Libraries;
- XML: Output files of alignments, profiles, pertinent geometry, DTM for terrain surface and final surfaces;
- Drawing exchange format (DXF): Output files of DTM for terrain surfaces and final surfaces;
- Image color matching (ICM): Output files (infrastructure consensus model) in a rich data exchange format using Bentley i-model standards. The ICMs will be used to transfer the 3-D model information to construction equipment.
- DTM data:
    - GEOPAK original ground TIN file
    - Intermediate surfaces
    - Final design surface

Additionally, the DB Contractor shall submit electronic construction i-models compatible with the DB Contractor's construction equipment. The i-models will be utilized by TxDOT and IQFM to verify grading operations of subgrade and the final pavement surface, as well as construction of storm sewer systems and culverts.

Item 11
Public Information and Communications

11.1 **General Requirements**

In coordination with TxDOT, DB Contractor shall be responsible for developing and implementing a public information and communication program in order to maintain a high-level of two-way communication by informing and engaging local Governmental Entities, special interest groups, businesses, communities, and the general public about the Project status throughout the design and construction period.

DB Contractor shall coordinate all public information communications with ongoing TxDOT public information activities to ensure that a consistent message is being distributed to the Customer Groups.

11.2 **Administrative Requirements**

On a schedule mutually agreed upon between DB Contractor and TxDOT's public information officer, DB Contractor shall meet regularly with TxDOT's public information officer and Customer Groups to coordinate efforts.

DB Contractor shall provide to TxDOT complete copies of all materials to be presented to the public or the media at least three (3) Business Days prior to dissemination.

DB Contractor shall implement the approved PICP that is developed in accordance with Item 4, "Scope of Work." The PICP shall be reviewed and updated in accordance with Item 4.

- DB Contractor shall use, but not be limited to, the implementation strategies described in Sections 11.2.1 through 11.2.2.

11.2.1 **Public Information and Communication**

- Develop a forum to coordinate on-going dialogue among Customer Groups, TxDOT, and DB Contractor.
- Prepare and distribute Project-related materials in a user-friendly format to inform Customer Groups through appropriate means such as: meetings, business owner task force meetings, interviews, website, media kits, news releases, telephone correspondence, newsletters, brochures, e-mail, text messaging service, social media, mobile phone apps, hotlines, HCRs, dynamic message boards, web alerts, public opinion polls/surveys, videos, display booths, presentations, public access information kiosks, open houses, milestone events, and special events.
- Organize and manage meetings and communications with Customer Groups. Meetings can be held on an ad hoc basis or, as appropriate, on a regular basis as established in consultation with TxDOT.
- Attend events and meetings when invited and seek opportunities to attend meetings, conferences, and other events at which Project information can be exchanged with Customer Groups.
- Notify Customer Groups in advance of Work being performed, including key Project ROW acquisition, construction, operations, and maintenance activities, and communicate the potential impacts of these activities.
- Develop, disseminate, and display timely, high-quality, innovative, user-friendly, accurate, and appropriate community information concerning the Project, including exhibits showing slope grading, drainage, bridge structures, retaining walls, noise walls, Project ROW acquisition, and aesthetic characteristics.
- Develop and manage a public relations campaign and communication strategy to convey key messages, branding, and pertinent information about the Project. Include Work elements, timing, and durations. Provide contact information for inquiries by Customer Groups.
- As requested by TxDOT, coordinate and perform tours of the Project.
- Comply with the latest requirements of the TxDOT Guidelines for Analysis and Abatement of Roadway Traffic Noise.

- Develop materials and make arrangements for multi-lingual groups when it can be reasonably anticipated that material will be presented to multi-lingual Customer Groups.
- Communicate impacts and Project design for accommodation of pedestrians and bicyclists throughout the Project.
- Develop 3-D drive-thru videos and renderings of the Project, as directed by TxDOT, to accurately depict the proposed Project to interested Customer Groups.
- Compile database of all Customer Group contacts and make readily available to TxDOT in an easily accessible format.

11.2.2 **Media**

- Utilize existing TxDOT media resources if available to create and develop advertising messages, including graphics, logos, and slogans.
- Place Project-related messages in the appropriate media.
- Develop and distribute public service announcements, paid advertising, news reports, and other communication materials as appropriate.
- Manage media relations with key transportation and business reporters and prepare and distribute news releases and media kits.
- Develop and implement communications plans that anticipate and minimize traffic impacts on the Project from public, special, and seasonal events.
- Monitor local, state, and national media coverage for accuracy and to gauge local opinion. Coordinate with TxDOT regarding any inaccurate information. Respond in a method, time, form, and message approved by TxDOT to such inaccurate information as soon as possible but no later than within one (1) day.
- Document and make available Project-specific media clips to the entire Project team.
- Employ the use of an internet based communications, media alert, press release, and special list notifications system/service that provides information in real time with an up-to-date database of major media contacts in the area and subscriber lists.

11.2.3 **Public Information Coordinator**

DB Contractor shall provide a Public Information Coordinator to lead DB Contractor's public information activities on a day-to-day basis throughout the Term. The Public Information Coordinator shall have recent, relevant experience on projects of similar type and scope, and the ability to competently perform the following:

- Serve as the primary point of contact between DB Contractor and Customer Groups, be responsible for the dissemination of Project information, and serve as the clearinghouse for the receipt of and response to written or verbal comments or complaints regarding the Project.
- Coordinate all interactions with elected officials or their representatives with TxDOT's Public Information Office and its Government Relations Office.
- Lead the production, implementation, quality control, and update of the PICP.
- Coordinate and supervise day-to-day activities of DB Contractor's personnel in performing the public information activities described in the PICP.
- Facilitate communication among DB Contractor, TxDOT personnel (including TxDOT's public information officers), and Customer Groups.
- Interact with Customer Groups and represent the interests of the Project at meetings and other formal and informal events.
- Develop a clear understanding for Customer Groups' concerns and reactions regarding the Project and public information program and incorporate that knowledge into improving the PICP.
- Liaise with the person assigned to coordinate the initial response to any Incident or Emergency and any Governmental Entity that may have jurisdiction in the Emergency.
- Liaise with the appropriate staff and Customer Groups as appropriate to outline the impacts and benefits of the Project in relation to parks and pedestrian/bicyclist access.

- Create and manage a Customer Group database. Allow TxDOT access to the database as requested.
- Speak fluent English and speak fluent Spanish or have a Spanish translator available at all times.

The Public Information Coordinator shall actively engage, inform, and seek appropriate support from Customer Groups for the Project throughout every phase of the Project.

11.2.4 **Public Information Office**

Maintaining a public information office by the DB Contractor is not required.

11.2.5 **Meetings with the Public and Customer Groups**

DB Contractor shall organize and manage meetings with the general public and Customer Groups during the Term and will develop with TxDOT the list of meeting and event invitations.

The frequency of such meetings is addressed in the PICP. This frequency must be increased or decreased as needs arise to better inform and engage the Customer Groups. From time to time, upon TxDOT's request, DB Contractor shall modify its meeting schedule to better inform and engage the Customer Groups.

During such meetings, DB Contractor shall inform participants of the Project's progress and discuss key issues as they emerge. DB Contractor shall provide timely and useful information regarding subjects of interest to the Customer Groups, including:

- Design and construction issues affecting adjacent residential areas, frontage roads, local streets, and utilities (including such issues as the Project ROW definition, the Project ROW acquisition process, grading, drainage, access, lighting, aesthetics and noise, and retaining walls);
- Street and roadway detour design and implementation;
- Scheduling and duration of Work, including hours of construction;
- Haul routes;
- Methods to minimize noise and dust;
- Environmental mitigation measures, including noise wall meetings; and
- Other environmental issues.

DB Contractor shall notify TxDOT a minimum of 15 Business Days in advance of any meetings with the public. TxDOT reserves the right to attend any such meetings. When requested by TxDOT, DB Contractor shall participate in and provide support for any meetings with the Customer Groups scheduled and conducted by TxDOT. When TxDOT decides to conduct such meetings, DB Contractor shall share, in a readily manipulatable form, all necessary information regarding potential Customer Groups at TxDOT's request.

11.2.6 **Meeting Summaries**

For all meetings DB Contractor conducts or directly participates in, DB Contractor shall prepare meeting summaries. DB Contractor shall submit draft versions of all meeting summaries to TxDOT for review and comment on SharePointupon request. TxDOT comments shall be incorporated before distributing final versions to the meeting attendees and appropriate Customer Groups. At a minimum, DB Contractor shall include the following items in each meeting summary:

- A complete list of attendees (including their affiliations, telephone numbers, and e-mail addresses);
- Documentation of the exhibits, presentations and handouts available at the meeting;
- Documentation of the issues discussed and any associated solutions; and
- Description of remaining open issues and action items (including the person(s) responsible for follow-up and date for action or resolution).

For any formal public meetings or open houses at which a court reporter is required, DB Contractor shall also include detailed oral transcripts in the summary.

11.2.7 Emergency Event Communications

For all Emergency events, including major vehicle collisions, severe weather conditions, and Hazardous Materials spills, the Public Information Coordinator shall timely notify and inform TxDOT and Customer Groups of all pertinent details. The Public Information Coordinator shall provide these details through the use of appropriate tools to ensure effective communication. These tools include, but are not limited to: DMS, TxDOT's HCR, email/Web (if applicable)/text alerts, telephone notification, and media releases/interviews, as appropriate. The Public Information Coordinator shall continue to provide updated information, as available and on a timely basis, until the Emergency no longer exists.

In the event of an Emergency, timely notification shall mean as soon as practicable, but in no event longer than within one hour of the occurrence. DB Contractor shall follow TxDOT's general guidelines requiring notification when an Emergency results in delays for motorists in traffic extending beyond 20 minutes. If advanced warning is available for an Emergency event such as ice/snow, timely notification shall mean as soon as practicable, but in no event longer than within one hour of the time the information is available. In both situations, the Public Information Coordinator shall continue to provide updated information, as available and on a timely basis, until the Emergency no longer exists.

11.2.8 Disseminating Public Information

DB Contractor shall prepare and distribute public information using all appropriate methods, including materials for meetings, news releases, telephone correspondence, newsletters, emails, text messages, mobile device applications, hotlines, HCR, DMS, web alerts (if applicable), maps, displays, renderings, presentations, milestone events, business owner taskforce meetings, open houses, brochures, pamphlets, highway advisory radio, video news releases, and other social media services as directed by TxDOT. Copies of draft public information materials shall be submitted to TxDOT. TxDOT shall have a period of five (5) Business Days to review and comment in advance of final editing. After incorporation of TxDOT comments to the satisfaction of TxDOT, DB Contractor shall provide complete copies of all final materials to TxDOT at least three (3) Business Days prior to dissemination.

All written materials produced for Customer Groups shall follow TxDOT *Brand Guidelines* and other appropriate spelling/writing guidelines.

DB Contractor, working collaboratively with TxDOT, shall assess the need for multi-lingual communications and, where appropriate, also furnish Project-related materials in Spanish or other demographic adaptations.

DB Contractor shall track all incoming comments, inquiries, and requests for information related to the Project. The following information shall be collected with each contact, and a summary of all contacts (after removing information obtained in response to items (a) through (h) below) shall be reported to TxDOT on a monthly basis:

a) Name of individual
b) Address (not required)
c) Phone number
d) E-mail address
e) Subject matter
f) Specific comment, question or request
g) Date of comment, question or request
h) Response given

DB Contractor shall track requests for language assistance services and provide information to TxDOT each quarter for TxDOT's use, including for its inclusion in the Office of Civil Rights' Limited English Proficiency Report.

11.2.9 Third Party Claims

Third Party Claims are addressed in the Contract Documents.

11.3 Submittals

All Submittals described in this Item 11 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth on Table 11-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 11-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
PICP	Prior to NTP2	Approval	11.2.1
Updates to the PICP as listed in Section 11.2.1	As required, at least annually	Approval	11.2.1
Media responses as listed in Section 11.2.2	Within one (1) day of release	Approval	11.2.2
Draft meeting summaries	Upon request	Review and comment	11.2.6
Final meeting summaries (to TxDOT and meeting attendees)	Upon request	For information	11.2.6
Drafts of all materials to be presented to the public/media	At least five Business Days prior to final editing	Review and comment	11.2.8
Final copies of all materials to be presented to the public/media	At least three Business Days prior to dissemination	For information	11.2.8
Public comment/inquiry log	Monthly	For information	11.2.8
Language assistance log	Quarterly	For information	11.2.8

Item 12
Environmental

12.1 **General Requirements**

DB Contractor shall deliver the Environmental Commitments required by the RFP, Contract Documents, Environmental Laws, Governmental Entities, Environmental Approvals (including all TxDOT-Provided Approvals), all other Governmental Approvals, and all applicable Laws and regulations. DB Contractor shall develop, operate and maintain a CEPP for the Work to ensure environmental compliance with all applicable Environmental Laws and commitments. The CEPP shall obligate DB Contractor to protect the environment and document the measures taken during the performance of the Work to avoid and minimize impacts on the environment from the design, construction, maintenance, operation, and rehabilitation activities of the Project. The requirements for the CEPP are contained in Section 4.2.5 of the DBA General Conditions.

The CEPP shall incorporate all features and guidelines of ISO 14001. The CEPP shall effectively demonstrate in detail DB Contractor's knowledge of all applicable Project-specific Environmental Approvals, issues, commitments, and applicable Environmental Laws including those set forth in these DB Specifications, and shall describe the processes that will be followed during the course of the Work to comply with those Environmental Approvals, issues, commitments, and Laws, as well as the documentation required to validate compliance. All monitoring and reporting activities shall be:

- concise and consistent throughout the Term;
- applicable to the activities being performed; and
- in accordance with the requirements set forth in the DBA, the Environmental Approvals and applicable Environmental Laws.

The CEPP shall also effectively describe the quality control and assurance measures that DB Contractor will implement to verify the compliance of the program with all applicable Environmental Laws.

The CEPP shall define procedures for obtaining environmental permits and implementing procedures, and commitments consistent with the Environmental Approvals, any revised Environmental Approvals and permits, and TxDOT environmental policies. The CEPP shall establish a goal of zero environmental violations during the performance of all Work activities. However, should violations occur, the CEPP shall set forth detailed processes for rectifying such violations in an appropriate and timely manner.

DB Contractor shall coordinate all public information communications with ongoing TxDOT public information activities to ensure that a consistent message is being distributed to the Customer Groups.

The Work shall comply with Environmental Approvals and compliance requirements for any additional actions throughout the Term. DB Contractor shall monitor and document Work activities so that documents providing evidence for compliance are available to TxDOT for inspection at any time.

12.2 **Environmental Approvals**

12.2.1 **New Environmental Approvals and Amended TxDOT-Provided Approvals**

TxDOT-Provided Approvals are based on the design features illustrated in the Environmental Approvals. Such approvals may require re-evaluation, amendment, supplement or additional studies and reports as the Work progresses in order to accommodate actions not identified in the Environmental Approvals or covered specifically by existing resource agency coordination. Changes to the TxDOT Schematic Design or incorporation of Additional Properties into the Project shall require the validity of existing Environmental Approvals to be reassessed and may require New Environmental Approvals.

DB Contractor is responsible for coordination with Governmental Entities necessary to obtain New Environmental Approvals except where TxDOT has agreements with Governmental Entities to perform such coordination. DB Contractor shall extend an invitation to TxDOT five business days in advance for any meetings it has with Governmental Entities to discuss changes to the NEPA Approvals and permit documents.

DB Contractor is responsible for ensuring compliance with the conditions and schedules set forth in amendments to any TxDOT-Provided Approvals or New Environmental Approvals.

12.2.2 **Responsibilities Regarding Environmental Studies**

DB Contractor is responsible for conducting continuing environmental studies based on the NEPA Approvals and the TxDOT Schematic Design.

DB Contractor is responsible for conducting environmental studies and re-evaluations caused by actions not identified in the Environmental Approvals, actions not covered specifically by existing resource agency coordination, or incorporation of Additional Properties into the Project. DB Contractor is responsible for all coordination of environmental studies with appropriate Governmental Entities, except where TxDOT has agreements with Governmental Entities to perform such coordination. DB Contractor is required to extend an invitation to TxDOT for any meetings with Governmental Entities to discuss changes to the Project NEPA and permit documents.

12.2.3 **TxDOT Review and Approval of DB Contractor Submissions**

TxDOT reserves the right to review, comment on, require revisions to and reject for resubmission documentation that is submitted for environmental compliance or Environmental Approvals. Documentation shall conform to current TxDOT submission standards and the requirements of all applicable Governmental Entities and applicable Laws. TxDOT shall return approved documentation to DB Contractor for submittal to the appropriate Governmental Entity in cases where DB Contractor performs coordination. TxDOT, acting reasonably, shall approve those submissions for which TxDOT signature or other approval is required. TxDOT approvals of such submissions are not subject to the review time limitations in the Contract Documents. Documentation not meeting current submission standards or requirements of Governmental Entities will be returned to DB Contractor, and shall be revised by DB Contractor to meet standards or requirements.

12.2.4 **TxDOT-Provided Approvals**

For TxDOT-Provided Approvals, see Section 3.1 of the DBA.

12.3 **Environmental Team (ET)**

DB Contractor, acting through the ECM, shall designate an ET, as detailed in this Section 12.3, to prevent, minimize, and/or correct any violation of or noncompliance with Environmental Approvals. The ET shall include staff meeting the qualification requirements as indicated in this Section 12.3 below. All of the ET shall be deemed other principal personnel.

In the CEPP, DB Contractor shall establish a detailed approach, procedures and methods for:

- staffing and availability of ECM and all ET personnel; and
- ET staff response times during the Work.

12.3.1 **ECM**

DB Contractor shall designate an ECM for the Work in accordance with Section 4.2.4.1.1 of the General Conditions.

12.3.2 **Environmental Training Staff**

Under the direction of the ECM, the environmental training staff shall develop, schedule and conduct environmental awareness and environmental compliance training for DB Contractor's personnel. All training shall be in accordance with the requirements set forth in Section 4.2.4.3 of the General Conditions. Environmental Training Staff members shall have at least one year of experience providing environmental compliance inspection for freeway construction.

12.3.3 **Environmental Compliance Inspectors (ECIs)**

The ECM shall designate as needed ECIs, who shall conduct on-site environmental monitoring, prepare documentation, and report to the ECM daily all violations, compliance, and non-compliance with Environmental Approvals.

The ECIs shall report immediately to the ECM any violation or non-compliance and shall include with any such reports, the appropriate recommendations for corrective action, including, but not limited to stoppage of Work.

The ECIs shall have at least one-year operational control experience of SW3P activities.

12.3.4 **Hazardous Materials Manager**

The ECM shall designate a Hazardous Materials Manager, as needed, to provide expertise in the safe handling of Hazardous Materials required to perform the Work and those that may be discovered/impacted during theTerm. The Hazardous Materials Manager shall conduct appropriate activities such as the following:

- Schedule and/or conduct training for DB Contractor's employees;
- Verify all employees have required certifications prior to the handling of Hazardous Materials; and
- Maintain records of all incidents involving Hazardous Materials and notify the ECM, TxDOT and appropriate authorities in writing of any such incidents in accordance with the Contract Documents.

The Hazardous Materials Manager shall be a qualified professional with 40-hour HAZWOPER certification and at least five years of experience in similar projects in the following areas:

- Experienced in developing IWPs, SIRs, and remedial action plans or equivalent reports necessary and acceptable to the TCEQ in material discovery and remediation efforts of Hazardous Materials; and
- Experienced in TCEQ guidance for the investigation and remediation of Hazardous Materials under the TCEQ Voluntary Cleanup Program, Texas Risk Reduction Program, and the TCEQ Petroleum Storage Tank Rule.

The Hazardous Materials Manager shall meet the certification requirements of TxDOT Work Category 2.13.1, “Hazardous Materials Initial Site Assessment.”

12.4 **Property Access**

To fulfill the obligation of the TxDOT-Provided Approvals to maintain current access during and after construction, DB Contractor shall make reasonable efforts to minimize the inconvenience to vehicles, bicycles, and pedestrians during the Term. DB Contractor shall maintain access to adjacent properties during construction and ensure that visibility of businesses is maintained.

12.5 **Dust Control**

DB Contractor shall institute dust control measures to minimize air quality impacts. The measures shall be adjusted as necessary based on construction traffic, forecasted wind speeds, and persistent dry weather conditions.

Dust control measures shall include a combination of watering, chemical stabilization, and construction vehicle speed reduction (not to exceed 20 mph).

DB Contractor shall identify and discontinue all dust creating construction activities when winds reach a constant velocity of 25 mph or more.

DB Contractor shall keep concrete traffic barriers and any other elements that can cause accumulation of dust, sand and debris (such as retaining walls, bridge columns, and drainage walls) within the Project limits clean of dust, sand and debris during construction.

DB Contractor shall prevent, control, and mitigate fugitive noxious or toxic vapors or particulate matter (dust) during disturbance of noxious or hazardous materials and media.

12.6 **Other Hazardous Materials**

DB Contractor shall test, identify, inspect, notify, amend notifications as necessary, pay notification fees, and abate for any other hazardous materials encountered within the project limits, in accordance with appropriate or relevant regulations or guidance.

DB Contractor shall take appropriate measures to prevent the spillage of Hazardous Materials in the construction areas. All construction materials used for the Project shall be removed as soon as the work schedule permits. DB Contractor shall initiate early regulatory agency coordination during Project development.

12.7 Submittals

All Submittals described in this Item 12 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth on Table 12-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 12-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
PMP – CEPP	Prior to NTP2	Approval prior to commencement of Design Work	12.1.1
Environmental monitoring reports	Upon request	For information	12.1.1

Item 13
Third-Party Agreements

13.1 **General Requirements**

TxDOT has existing agreements with certain local, state and federal Governmental Entities with respect to the Project. These agreements define additional requirements for the design, construction, operations, and maintenance of the Project. These agreements do and will specify the local Governmental Entities' responsibilities and TxDOT's responsibilities with respect to the requirements.

DB Contractor shall assume and execute TxDOT's responsibilities and duties stated in Third Party Agreements to the extent set forth in the DBC. DB Contractor is responsible for providing TxDOT and Governmental Entities with all information necessary to fulfill TxDOT's responsibilities stated in such agreements. In the case that the local Governmental Entity, under such agreements, will need to be reimbursed by TxDOT for work performed, DB Contractor shall make payment of stated costs to TxDOT within 30 days from receipt of TxDOT's request for payment. TxDOT will reimburse the local Governmental Entity such costs.

13.2 **Traffic Signals**

New construction or modifications to the existing traffic signals are defined in Item 24, "Signing, Delineation, Pavement Marking, Signalization, and Lighting."

13.3 **Roadway Illumination**

Some local Governmental Entities may request continuous illumination along sections of the Project. Should this occur, additional agreements between TxDOT and the Governmental Entity will be required. DB Contractor shall coordinate with and provide reasonable accommodations to the third-party designated to carry out the installation, operations, and maintenance obligations as specified in such agreements. Design and construction of additional illumination by DB Contractor will be handled in accordance with terms of the DBC.

For sections of continuous lighting specified by these additional agreements, safety lighting included in those sections is considered a component of the overall system, and responsibilities for safety lighting shall be set forth in in the terms of the additional agreement.

New construction or modifications to the existing illumination are defined in Item 24, "Signing, Delineation, Pavement Marking, Signalization, and Lighting".

13.4 **Landscaping Enhancements**

Some local Governmental Entities may request landscaping enhancements along sections of the Project. Should this occur, additional agreements between TxDOT and the Government Entity will be required. DB Contractor shall coordinate with and provide reasonable accommodations to the third-party designated to carry out the design, installation, and maintenance obligations as specified in such agreements. Design and construction of landscaping enhancements by the DB Contractor will be handled in accordance with the terms of the DBC.

Landscaping enhancements are defined in Item 23, "Aesthetics and Landscaping".

13.5 **Other Affected Third Parties**

DB Contractor is responsible for coordination and cooperation with all third parties affected by the Work, except as specifically provided otherwise.

Item 14
Utility Adjustments

14.1 **General Requirements**

A number of existing Utilities are located within or in the vicinity of the Project ROW, some pursuant to statutory rights and some pursuant to property rights. Certain of those existing Utilities will need to be relocated or otherwise adjusted in order to accommodate the Project. This Item 14 establishes procedures and requirements for Utility Adjustments including such processes as coordination with Utility Owners, administration of the engineering, construction, and other activities necessary for Utility Adjustments and required documentation. This Item 14 references certain TxDOT forms for DB Contractor's use in Utility Adjustments. Copies of those forms are included in Attachment 14-1 (Utility Adjustment Forms). Except as otherwise provided in this Item 14 or directed by TxDOT, whenever a TxDOT form is provided, DB Contractor shall prepare all forms of the same type using the TxDOT form and obtain TxDOT approval of all changes to the forms prior to execution by the Utility Owner.

DB Contractor shall cause all Utility Adjustments necessary to accommodate construction, operation, maintenance, and/or use of the Project. Some Utility Adjustments may be performed by the Utility Owner with its own employees and/or contractors and representatives (i.e., Owner-Managed); all others shall be performed by DB Contractor with its own employees and/or Subcontractors and representatives (subject to any approval rights required by the Utility Owner for those working on its facilities) (i.e., DB Contractor-Managed). The Utility Agreement shall specify the allocation of responsibility for the Utility Adjustment Work between DB Contractor and the Utility Owners as described in Section 14.1.3.

The Project will be subject to 23 CFR Part 645, Subpart A, 23 CFR § 635.410 (Buy America) and FHWA's associated policies. DB Contractor shall comply (and shall require the Utility Owners to comply) with 23 CFR Part 645, Subpart A and 23 CFR § 635.410. TxDOT form 1818 Buy America (Material Statement) is required for all work performed for the Utility Owner prior to the Utility Owners receiving final payment from DB Contractor or TxDOT to document compliance with Buy America requirements, as identified in Attachment 14-1 (Utility Adjustment Forms), if applicable. DB Contractor's obligations regarding reimbursement to Utility Owners for eligible costs of Utility Adjustment Work, and DB Contractor's obligations regarding the accommodation of Utilities from and after the Effective Date are set forth in this Item 14 and Section 4.5 of the General Conditions.

This Item 14 does not address Utility services to the Project. Utility services to the Project shall be the subject of separate agreements between DB Contractor and the Utility Owners.

DB Contractor shall prepare and submit to TxDOT no later than 30 days after NTP1, a Utility Management Plan in accordance with the requirements in Item 4.

14.1.1 **When Utility Adjustment is Required**

A Utility Adjustment may be necessary for the following reasons: (a) a physical conflict between the Project and the Utility, or (b) an incompatibility between the Project and the Utility based on the requirements in Section 14.2.1, even though there may be no physical conflict. The physical limits of all Utility Adjustments shall extend as necessary to functionally replace the existing Utility, whether inside or outside of the Project ROW. Section 14.2.4.2 contains provisions that address the acquisition of Replacement Utility Property Interests for Utilities to be installed outside of the Project ROW.

Utilities may remain in their existing locations within the Project ROW if (a) the requirements of Section 14.2.1 are met, (b) the existing location will not adversely affect the construction, operation, safety, maintenance, or intended use of the Project and Utility, and (c) the Utility Owner agrees to the Utility remaining in its existing location.

Existing Utilities that are not in physical conflict with the project that cross a roadway centerline at less than 90 degrees may remain in the existing alignment. The existing Utilities may remain, be relocated in place, or be protected in place in these areas only if all other conditions of the UAR are met and the affected Utility Owners agree and approve all proposed Utility Adjustment plans.

14.1.2 Certain Components of the Utility Adjustment Work

14.1.2.1 Coordination

DB Contractor shall communicate, cooperate and coordinate with TxDOT, the Utility Owners and potentially affected third parties, as necessary, for performance of the Utility Adjustment Work. DB Contractor shall be responsible for preparing and securing execution (by DB Contractor and the Utility Owner) of all necessary Utility Agreements.

All Utility Agreements must be approved by TxDOT prior to taking effect and prior to the commencement of any Utility Adjustment construction related activity.

14.1.2.2 Betterments

Replacements for existing Utilities shall be designed and constructed to provide service at least equal to that offered by the existing Utilities, unless the Utility Owner specifies a lesser replacement. Utility Enhancements are not included in the Work; however, any Betterment work furnished or performed by DB Contractor as part of a Utility Adjustment shall be deemed added to the Work, on the date the Utility Agreement becomes effective, as set forth in Section 4.5.2 of the DBA General Conditions. DB Contractor shall perform all coordination necessary for Betterments.

14.1.2.3 Protection in Place

DB Contractor shall be responsible for Protection in Place of all Utilities impacted by the Project as necessary for the continued safe operation and structural integrity of each Utility, and to satisfy the requirements described in Section 14.2.1. For each impacted Utility, DB Contractor shall obtain Utility Owner's approval of DB Contractor's proposed Protection in Place prior to beginning Construction Work.

14.1.2.4 Abandonment and Removal

DB Contractor shall make all arrangements and perform all work necessary to complete each abandonment or removal (and disposal) of a Utility in accordance with the requirements listed in Section 14.2.1, including obtaining Governmental Approvals and consent from the affected Utility Owner and any affected landowner(s), or shall confirm that the Utility Owner has completed these tasks. Utility facilities that will be abandoned in place must be clearly identified in the Utility Assembly plans and shall require approval by TxDOT. The Utility Assembly plans must detail the method of abandonment to be utilized for TxDOT to determine if UAR requirements are met. The plans must also detail the age, condition, material type, active status and size of each Utility. If a Utility is to be abandoned, the plans shall (i) state that the Utility Owner continues to own and maintain the abandoned Utility facility and keep records of its location, and (ii) include a certification from the Utility Owner stating that the facility doesn't contain nor is composed of hazardous/contaminated materials. Voids and abandoned pipe beneath the ROW are prohibited and only allowed at TxDOT's discretion. In accordance with jurisdictional requirements or as directed by TxDOT, all voids must be filled with cement slurry or backfilled, and any pipe to be abandoned in place must be grout filled and capped.

14.1.2.5 Service Lines and Utility Appurtenances

Whenever required to accommodate construction, operation, maintenance, or use of the Project, DB Contractor shall cause Service Line Adjustments and Utility Appurtenance Adjustments. Each Service Line shall have a definitive point of termination such as a meter or point of sale. On completion of these, DB Contractor shall cause full reinstatement of the roadway, including reconstruction of curb, gutter, sidewalks, and landscaping, whether the Utility Adjustment Work is performed by the Utility Owner or by DB Contractor.

14.1.3 Agreements Between DB Contractor and Utility Owners

Except as otherwise stated in this Item 14 or in the DBA, DB Contractor shall address each Utility Adjustment in a PUAA or in a UAAA, as described elsewhere in this Item 14. DB Contractor is responsible for preparing, negotiating (to the extent allowed by this Item 14) and obtaining execution by the Utility Owners of all Utility Agreements, (including preparing all necessary exhibits and information about the Project, such as reports, Plans and surveys).

A Utility Agreement is not required for any Utility work consisting solely of Protection in Place in the Utility's original location within the Project ROW, unless the Utility Owner is being reimbursed for costs incurred by it on account of such Protection in Place. If no reimbursement is required to the Utility Owner, a UJUA or Utility Installation Request, Form 1082, as describedin Section 14.2.4.5 and plans detailing UAR compliance are required pertaining to the Adjustment or Protection in Place work. If a Utility Owner requests that DB

Contractor relocate a Utility and the cost of that Utility Adjustment is the Utility Owner's sole responsibility in accordance with Transportation Code 203.092, then DB Contractor shall enter into a DB Contractor-Managed PUAA with the Utility Owner providing for the Utility Owner to be responsible for all costs of that Utility Adjustment Work.

14.1.3.1 **PUAA**

DB Contractor shall enter into one or more PUAAs with each affected Utility Owner to define the design, material, construction, inspection, and acceptance standards and procedures necessary to complete Utility Adjustments, and to define DB Contractor's and the Utility Owner's respective responsibilities for Utility Adjustment costs and activities, including material procurement, construction, inspection and acceptance. A PUAA may address more than one Utility Adjustment for the same Utility Owner. Additional Utility Adjustments may be added to an existing PUAA by a UAAA.

DB Contractor shall prepare each PUAA using the TxDOT form DB -ROW-U-PUAA-OM (Owner-Managed) or DB-ROW-U-PUAA-DM (DB Contractor-Managed), included in Attachment 14-1 (Utility Adjustment Forms). DB Contractor shall not modify the forms except by approval of TxDOT.

Promptly following issuance of NTP1, DB Contractor shall begin negotiations with each affected Utility Owner to reach agreement on one or more PUAAs and UAAAs. DB Contractor shall finalize the necessary PUAAs with each affected Utility Owner within a reasonable time period after issuance of NTP1. DB Contractor shall include any proposed changes to the form (other than filling in the blanks specific to a particular Utility Owner) in a track-change format that clearly identifies the changes and the party requesting the change. Each PUAA (including the Utility Adjustment Plans attached thereto) shall be subject to TxDOT review and approval as part of a Utility Assembly.

DB Contractor shall obtain approval by TxDOT of any language modification to a PUAA by the Utility Owner and DB Contractor.

14.1.3.2 **UAAA**

Except where UAFM are permitted pursuant to Section 14.4.7, modification of an executed PUAA or any component thereof, after it has been approved by TxDOT as part of a Utility Assembly, shall be stated in a UAAA. A UAAA may be used only when the allocation of responsibility for the Utility Adjustment Work covered by that UAAA is the same as in the parent Utility Agreement; otherwise, an additional PUAA will be required.

Each UAAA (including any Utility Adjustment Plans attached thereto) shall be subject to TxDOT's approval. Except as otherwise directed by TxDOT or provided in an applicable Utility Agreement, DB Contractor shall prepare all UAAAs using the form included in Attachment 14-1 (Utility Adjustment Forms). DB Contractor shall include any proposed changes to the form (other than filling in the blanks specific to a particular Utility Owner) in a Utility Owner-specific addendum.

DB Contractor shall obtain TxDOT approval of all changes to a UAAA prior to execution by the Utility Owner.

14.1.4 **Recordkeeping**

DB Contractor shall maintain construction and inspection records in order to ascertain and demonstrate that Utility Adjustment Work is accomplished in accordance with the approved Utility Adjustment Plans and as required by the Contract Documents and the applicable Utility Agreement(s).

14.2 **Administrative Requirements**

14.2.1 **Standards**

All Utility Adjustment Work shall comply with all applicable Laws, Codes (including, but not limited to 43 TAC, Part 1, Chapter 21, Subchapter C, UAR), requirements within the Contract Documents , including the UAR, the TxDOT *ROW Utility Manual*, Section 4.5 of the DBA General Conditions, and the requirements specified in this Item 14.

14.2.2 **Communications**

14.2.2.1 **Communication with Utility Owners**

DB Contractor is responsible for holding meetings and otherwise communicating with each Utility Owner as necessary to timely accomplish the Utility Adjustments in compliance with the Contract Documents.

DB Contractor shall notify TxDOT of all meetings, and TxDOT may participate in these meetings if requested by the Utility Owner or DB Contractor or otherwise as TxDOT deems appropriate.

Before distribution of any mass mailings to Utility Owners, DB Contractor shall submit to TxDOT, 21 days in advance of distribution for its review and comment, the form, content and addressees of any such mass mailings. For purposes of this Item 14, the term "mass mailing" means correspondence that is sent to 50% or more of Utility Owners within a three-week time period, and contains substantially the same content with respect to each Utility Owner.

14.2.2.2 **Meetings**

At least three (3) Business Days in advance of each scheduled meeting, DB Contractor shall provide notice and an agenda for the meeting separately to TxDOT and to the appropriate Utility Owner unless otherwise provided. DB Contractor shall prepare minutes of all meetings and shall keep copies of all correspondence.

DB Contractor shall prepare meeting minutes within five (5) Business Days after the conclusion of each meeting. At a minimum, DB Contractor shall include the following items in the meeting minutes:

- A complete list of attendees (including their affiliations, telephone numbers and e-mail addresses)
- Documentation of the issues discussed and any associated solutions or resolutions
- Description of remaining open issues and action items (including the person(s) responsible for follow-up and target date for resolution)

DB Contractor shall submit draft versions of all meeting minutes to TxDOT for review before distributing final versions to the meeting attendees and appropriate Customer Groups.

14.2.3 **Utility Adjustment Team**

DB Contractor shall provide a Utility Adjustment team whose members have all appropriate qualifications and experience to perform the Utility Adjustment Work. DB Contractor shall provide a list of the names and contact details, titles, job roles and specific experience of the team members in the PMP. Specifically, DB Contractor shall provide a UM and a UDC to manage all aspects of the Utility Adjustment process. If DB Contractor assigns the construction activities to a Subcontractor or Affiliate, DB Contractor shall provide a DB Contractor Utility Coordinator (DUC) as described herein.

The UM's primary work responsibility shall be the performance of all DB Contractor's obligations with respect to Utility Adjustments. The UM shall have a bachelor's degree and have relevant experience in coordinating and solving complex Utility Adjustments on highway improvement projects. DB Contractor shall authorize the UM to approve all financial and technical modifications associated with Utility Adjustments and modifications to the Utility Agreement.

The UDC shall be a PE. The UDC shall be responsible for coordinating the Utility Adjustment design with the overall design features during the planning, design and construction phases of the Work.

If applicable, the DUC shall hold a bachelor's degree and have relevant experience in ROW and Utility coordination activities involving large transportation projects. The DUC will be responsible for tracking and following DB Contractor's Affiliate's and Subcontractor's activities and communicating the progress to DB Contractor. The DUC will assist with developing good working relationships with the Utility Owners and assisting DB Contractor in all Utility coordination matters.

14.2.4 **Real Property Matters**

DB Contractor shall provide the services described below in connection with the existing and future occupancy of property by Utilities.

14.2.4.1 **Documentation of Existing Utility Property Interests – Affidavits**

For each Existing Utility Property Interest within the Project ROW claimed by any Utility Owner, DB Contractor shall include an Affidavit of Property Interest in the applicable Utility Assembly, with documentation of the Existing Utility Property Interest (e.g., an easement deed) attached. Any such claim shall be subject to TxDOT's review as part of a Utility Assembly approval. Except as otherwise directed by TxDOT, DB Contractor shall prepare all Affidavits of Property Interest using the forms included in Attachment 14-1 (Utility Adjustment Forms).

14.2.4.2 **Acquisition of Replacement Utility Property Interests**

Each Utility Owner will be responsible for acquiring any Replacement Utility Property Interests that are necessary for its Utility Adjustments. DB Contractor shall have the following responsibilities for each acquisition:

- DB Contractor shall coordinate with, and provide the necessary information to, each Utility Owner as necessary for the Utility Owner to acquire any Replacement Utility Property Interests required for its Utility Adjustments; and
- If any DB Contractor-Related Entity assists a Utility Owner in acquiring a Replacement Utility Property Interest, such assistance shall be by separate contract outside of the Work, and DB Contractor shall ensure that the following requirements are met:
  - The files and records must be kept separate and apart from all acquisition files and records for the Project ROW;
  - The items used in acquisition of Replacement Utility Property Interests (e.g., appraisals, written evaluations and owner contact reports) must be separate from the purchase of the Project ROW; and
  - Any DB Contractor-Related Entity personnel negotiating the acquisition of Replacement Utility Property Interests must be different from those negotiating the acquisition of the Project ROW.
  - DB Contractor is not responsible for Utility Owner condemnation proceedings except for DB Contractor's cost share set forth in Section 4.5.6 of the DBA General Conditions. The Utility Owner is responsible for utilizing its authority for condemnation proceedings for all Replacement Utility Property Interests.

14.2.4.3 **Relinquishment of Existing Utility Property Interests**

DB Contractor shall cause the affected Utility Owner to relinquish to the State each Existing Utility Property Interest within the Project ROW, unless the existing Utility occupying such interest is either (a) remaining in its original location or (b) being reinstalled in a new location still subject to such interest.

14.2.4.4 **Quitclaim Deeds**

Except as otherwise directed by TxDOT, DB Contractor shall prepare a Quitclaim Deed for each relinquishment of an Existing Utility Property Interest using the TxDOT form included in Attachment 14-1 (Utility Adjustment Forms). Each Quitclaim Deed is subject to TxDOT's approval.

DB Contractor understands and expects that a Utility Owner will not relinquish any Existing Utility Property Interest until after the Utility Adjustment has been accepted by the Utility Owner in its new location. Accordingly, instead of an executed Quitclaim Deed, the Utility Assembly for such Utility Adjustment shall include a letter signed by the Utility Owner's authorized representative confirming that the interest will be quitclaimed upon completion of the Utility Adjustment, with a copy of the unsigned Quitclaim Deed. In these cases, DB Contractor shall obtain the executed Quitclaim Deed within 90 days of completion of the Utility Adjustment or unless otherwise approved by TxDOT in writing. The Quitclaim Deed must be approved by TxDOT prior to DB Contractor recording such deed in the local real property records.

14.2.4.5 **UJUAs and Utility Installation Request, Form 1082 Requirements**

DB Contractor shall prepare a UJUA for each Utility that will remain within the boundaries of its Existing Utility Property Interest location within the Project ROW. DB Contractor shall prepare all UJUAs using the TxDOT form included in Attachment 14-1 (Utility Adjustment Forms). DB Contractor also shall prepare all required documentation to be included with each UJUA.

DB Contractor shall arrange for the Utility Owner to execute each UJUA or Utility Installation Request, Form 1082, which shall be subject to TxDOT's written approval as part of a Utility Assembly.

DB Contractor shall prepare a Utility Installation Request, Form 1082, for each Utility that will remain or be relocated within the Project ROW and is not located within an Existing Utility Property Interest held by the Utility Owner.

14.2.4.6 **Documentation Requirements**

DB Contractor shall prepare, negotiate (to the extent permitted by this Section 14.2.4), and obtain execution by the Utility Owner of (and record in the appropriate jurisdiction, if applicable) all agreements and deeds

described in this Section 14.2.4, including all necessary exhibits and information concerning the Project (e.g., reports, Plans and surveys). Each agreement or deed shall identify the subject Utility(ies) by the applicable Utility Assembly Number and shall also identify any real property interests by parcel number or highway station number, or by other identification acceptable to TxDOT.

14.3 Design

14.3.1 DB Contractor's Responsibility for Utility Identification

DB Contractor bears sole responsibility for locating and identifying, at its own expense, all Utilities, including all Service Lines, within the Project ROW or otherwise affected by the Project, whether located on private property or within an existing public ROW.

DB Contractor shall prepare and submit to TxDOT a Utility Strip Map showing the information obtained and confirmed pursuant to this Section 14.3.1. DB Contractor's Utility Strip Map shall show in plan view all Utilities within the Project ROW and those outside of the Project ROW which are otherwise impacted by the Project. The map shall detail the type of Utility facility (e.g., communication, gas, oil, water, etc.) size, material, and the Utility Owner's name and contact information. The scale of DB Contractor's Utility Strip Map shall be 1" = 100'. DB Contractor shall verify and update the information provided in the RID Utility Strip Map with SUE data obtained by DB Contractor and incorporate into DB Contractor's Utility Strip Map.

14.3.2 Technical Criteria and Performance Standards

DB Contractor shall ensure that all design plans for Utility Adjustment Work, whether furnished by DB Contractor or by the Utility Owner, are consistent and compatible with:

- the applicable requirements of the Contract Documents, including Section 14.2.1;
- the Project design;
- any existing and proposed Utility facility;
- all applicable Governmental Approvals; and
- approvals of all private sector third parties necessary for such Work.

14.3.3 Utility Adjustment Concept Plans

DB Contractor shall prepare and submit to TxDOT, a proposed conceptual Utility design (a Utility Adjustment Concept Plan) for the Project (or proposed Utility Adjustment Concept Plans for various segments of the Project, as appropriate), showing the approximate location of each existing Utility in accordance with Section 14.3.1, the existing Utilities to remain, the proposed location of each Utility, and DB Contractor's Utility Adjustment recommendations.

In accordance with the PMP, DB Contractor shall submit the proposed Utility Adjustment Concept Plan(s) to TxDOT for its review. The Utility Adjustment Concept Plan(s) shall be submitted in both tabular and plan formats. The tabular format shall identify and numerically list each Utility conflict and each associated Utility. The plan(s) shall be color-coded and shall utilize a scale that clearly depicts all of the required information. DB Contractor shall coordinate with each affected Utility Owner as necessary to obtain its respective concurrence with the Utility Adjustment Concept Plan(s) and with any subsequent revisions. The Utility Adjustment Concept Plan is a working document and DB Contractor shall modify the plan as more project information becomes available. DB Contractor shall make the updated Utility Adjustment Concept Plans available to TxDOT upon request. Each executed PUAA or UAAA will identify and approve the Utility location.

14.3.4 Utility Adjustment Plans

DB Contractor shall ensure that all Utility Adjustment Plans, whether furnished by DB Contractor or by the Utility Owner, are signed and sealed by a PE, unless waived by TxDOT at its discretion and as allowed by governmental regulations and industry practice.

14.3.4.1 Plans Prepared by DB Contractor

In the event that DB Contractor and the Utility Owner have agreed that DB Contractor will furnish a Utility Adjustment design, DB Contractor shall prepare and obtain the Utility Owner's approval of plans, specifications and cost estimates for the Utility Adjustment (collectively, "Utility Adjustment Plans") by having an authorized representative of the Utility Owner sign the plans as "reviewed and approved for construction." The Utility Adjustment Plans (as approved by the Utility Owner) shall be attached to the applicable Utility Agreement, which DB Contractor shall include in the appropriate Utility Assembly for TxDOT's approval.

Unless otherwise specified in the applicable Utility Agreement(s), all changes to Utility Adjustment Plans previously approved by the Utility Owner (excluding estimates, if the Utility Owner is not responsible for any costs) shall require written Utility Owner approval. DB Contractor shall transmit any TxDOT comments to the Utility Owner and shall coordinate any modification, re-approval by the Utility Owner and re-submittal to TxDOT as necessary to obtain TxDOT's approval.

14.3.4.2 **Plans Prepared by the Utility Owner**

For all Utility Adjustment Plans furnished by a Utility Owner, DB Contractor shall coordinate with the Utility Owner as necessary to confirm compliance with the applicable requirements as referenced in Section 14.2.1. Utility Owner-prepared Utility Adjustment Plans shall be attached to the applicable Utility Agreement, which DB Contractor shall include in the appropriate Utility Assembly for TxDOT's approval. DB Contractor shall transmit any TxDOT comments to the Utility Owner and shall coordinate any modification, review by DB Contractor, and re-submittal to TxDOT as necessary to obtain TxDOT's approval.

14.3.4.3 **Design Documents**

Each existing Utility and each proposed Utility Adjustment shall be shown in the Design Documents, regardless of whether the Utility Adjustment Plans are prepared by DB Contractor or by the Utility Owner.

14.3.4.4 **Certain Requirements for Underground Utilities**

Casing as specified in the UAR shall be used for all underground Utilities crossing the Project ROW. However, high-pressure gas and liquid petroleum pipelines may be allowed to cross the Project ROW without steel casing as long as the requirements of the UAR are met. All high-pressure gas pipelines within the Project ROW shall comply with a design factor "F" = 0.6 or less as required by the class location of the pipeline. The Utility Owner is required to submit or approve in writing the Barlow's Formula calculation(s) to be included in the Utility Assembly.

Underground communication facilities, including multiple conduits, that cross the roadway, including side roads, shall be encased in Schedule 80 PVC or SDR 11 HDPE pipe as long as it is one continuous piece.

Refer to Item 22, "Rail," for design requirements for underground Utilities within the potential railroad corridor.

14.3.4.5 **Utility Assemblies**

Each Utility Adjustment, in addition to each Utility remaining in place in the Project ROW and not requiring any Protection in Place or other Utility Adjustment, shall be addressed in a Utility Assembly prepared by DB Contractor and submitted to TxDOT for its review and comment and for TxDOT's approval of any items for which this Item 14 requires TxDOT's approval. Temporary Adjustments that are installed within the Project ROW must also be included with an assembly for TxDOT's prior approval, unless TxDOT waives or allows other approval methods concerning temporary Adjustments. Each Utility Adjustment shall be addressed in a full Utility Assembly, unless it is appropriate for a UAAA or Abbreviated Utility Assembly, as described below. DB Contractor shall coordinate with the Utility Owner to prepare all components of each Utility Assembly. Completion of the review and comment process for the applicable Utility Assembly, as well as receipt of any required TxDOT approvals, shall be required before the start of construction for the affected Utility Adjustment Work.

Provisions governing the procedure for and timing of Utility Assembly Submittals are in Section 14.5.

All Utility Adjustments covered by the same parent PUAA can be addressed in a single full Utility Assembly.

Each Utility Assembly shall include the following:

a) A transmittal memo recommending approval and detailing any unique characteristics or information pertaining to the Adjustment. The transmittal memo shall also describe any applicable amendment (UAAA) and explain why the amendment is necessary;
b) A completed Utility Assembly Checklist;
c) A TxDOT approved Utility Adjustment Agreement;
d) Plans which:
    i. Show the existing and proposed Utility facilities;
    ii. Show existing and proposed grades for all Utility crossings;
    iii. Show the existing and Project ROW lines along with the control of access denial line;

iv. Show an offset distance from the Project ROW line to all longitudinal Utilities within the Project ROW;

v. Present sufficient information to enable TxDOT to verify compliance with the UAR requirements for each Utility located within the Project ROW, including highway design features; and

vi. Are folded to 8.5-inch by 11-inch size, unless waived by TxDOT.

e) Estimate(s) from the Utility Owner (and also from DB Contractor, where DB Contractor is furnishing design and/or performing construction), which estimates shall, without limitation, detail material type and quantity (material quantities detailed on the estimates must correlate to the materials shown on the plans described in (d) above), labor, and engineering. The estimate must list and identify the estimated amount of reimbursement to the Utility Owner, taking into consideration the Betterment credit calculation, salvage credit, and any applicable eligibility ratio. The estimated cost(s) associated with DB Contractor's internal coordination costs and overheads shall not be included in this estimate;

f) A proposed UJUA or Utility Installation Request, Form 1082;

g) Statement of Work form, if applicable;

h) Affidavit(s) of Property Interest form (with property interest instrument of conveyance attached), if applicable;

i) A ROW map showing the existing and proposed Utility facilities identified on a plan view. This ROW map will only be required to be included with TxDOT's copy of the Utility Assembly, unless otherwise approved by TxDOT; and

j) All Utility No Conflict Sign-Off Forms.

14.3.4.5.1 UAAAs

For each UAAA, DB Contractor shall prepare an additional Utility Assembly for the relevant initial PUAA (an Assembly), covering all Utility Adjustments addressed in the UAAA. The UAAA Assembly shall contain all requirements listed in (a) through (j) as identified in this Section 14.3.4.5.

14.3.4.5.2 Abbreviated Utility Assemblies.

DB Contractor shall prepare an Abbreviated Utility Assembly for each Utility proposed to remain in its original location within the Project ROW that is not required to be addressed in a PUAA or UAAA, unless an Adjustment is required pursuant to Section 14.1.1. If DB Contractor is reimbursing the Utility Owner any of its costs, a PUAA or UAAA is required. Each Abbreviated Utility Assembly shall contain a transmittal memo recommending that the subject Utility(ies) remain in place, a set of plans detailing UAR compliance, a completed Utility Assembly Checklist, a certification from the Utility Owner approving leaving the Utility(ies) in place, as well as UJUA(s) or Utility Installation Request, Form 1082 as required bySection 14.2.4.5 and Affidavit(s) of Property Interest, if applicable. Each of the foregoing items shall comply with the requirements for same described in Attachment 14-1 (Utility Adjustment Forms).

14.4 Construction

14.4.1 Reserved

14.4.2 General Construction Criteria

All Utility Adjustment construction performed by DB Contractor shall conform to the requirements listed below. DB Contractor shall conduct all Work necessary to meet the requirements for this Item 14 in accordance with the requirements of this Item 14 and TxDOT Standard Specifications.

In addition, DB Contractor is responsible for verifying that all Utility Adjustment construction performed by each Utility Owner conforms to the requirements described below. In case of nonconformance, DB Contractor shall cause the Utility Owner (and/or its contractors, as applicable) to complete all necessary corrective work or to otherwise take such steps as are necessary to conform to these requirements:

- All criteria identified in Section 14.3.2;
- The Utility Adjustment Plans included in the Utility Agreement approved by TxDOT (other than UAFM complying with Section 14.4.7;
- All Project safety and environmental requirements;

- All pre-construction meeting requirements;
- The ROW acquisition schedule described in Item 15, "ROW"; and
- Utility(ies) standards provided in the Utility Agreement.

14.4.2.1 **Reinstatement of Utility Cuts**

After installation of drainage structures, storm sewers or any other public or private Utility facility by open cut across existing pavements, the pavement shall be restored and maintained to a normal satisfactory riding surface equal to or better than the existing.

14.4.3 **Inspection of Utility Owner Construction**

DB Contractor shall set forth procedures in the PMP for inspection of all Utility Adjustment Work performed by Utility Owners (and its contractors) to verify compliance with the applicable requirements described in Section 14.4.2. DB Contractor is responsible for quality control and quality assurance for all Work performed by the Utility Owners and its contractors.

14.4.4 **Scheduling Utility Adjustment Work**

The Utility Adjustment Work (other than construction) may begin at any time following issuance of NTP1. Refer to Section 8.1.2 of the DBA General Conditions for the conditions to commence construction of Utility Adjustment Construction Work by DB Contractor. DB Contractor shall not arrange for any Utility Owner to begin any demolition, removal or other construction work for any Utility Adjustment until all of the following conditions are satisfied:

- The Utility Adjustment is covered by an executed Utility Agreement (and any conditions to commencement of such activities that are included in the Utility Agreement have been satisfied);
- Pre-construction meeting, in accordance with Section 14.2.2.2, shall be required after execution of the Utility Agreement and prior to commencement of any construction activities, unless otherwise approved by TxDOT;
- Availability and access to affected Replacement Utility Property Interests have been obtained by the Utility Owner (and provided to DB Contractor, if applicable);
- If any part of the Utility Adjustment construction work will affect the Project ROW, availability and access to that portion of the Project ROW has been obtained in accordance with the applicable requirements of the Contract Documents;
- If applicable, the Alternate Procedure List has been approved by TxDOT, as authorized by the FHWA, and either (a) the affected Utility is on the approved Alternate Procedure List, as supplemented, or (b) the Utility Owner is on the approved Alternate Procedure List, as supplemented;
- The review and comment process has been completed and required approvals have been obtained for the Utility Assembly covering the Utility Adjustment;
- All Governmental Approvals necessary for the Utility Adjustment construction have been obtained and any pre-construction requirements contained in those Governmental Approvals have been satisfied; and
- All other conditions to that Work stated in the Contract Documents have been satisfied.

14.4.5 **Standard of Care Regarding Utilities**

DB Contractor shall carefully and skillfully carry out all Work impacting Utilities and shall mark, support, secure, exercise care, and otherwise act to avoid damage to Utilities. At the completion of the Work, the condition of all Utilities shall be restored to existing condition.

14.4.6 **Emergency Procedures**

DB Contractor shall provide Emergency procedures with respect to Utility Adjustment Work in the PMP. DB Contractor shall obtain Emergency contact information, establish Emergency procedures with each Utility Owner and immediately notify the Utility Owner in the event of rupture, break or damage to the Utility Owner's Utility facilities.

14.4.7 **UAFM**

DB Contractor shall establish a procedure in the Utility Management Plan to address a UAFM as proposed by either DB Contractor or a Utility Owner, after the Utility Assembly (which includes the Utility Adjustment Plans) has been approved. The procedure shall provide, at minimum, the following:

- The Utility Owner's review and approval of a UAFM proposed by DB Contractor, or DB Contractor's review and approval of a UAFM proposed by the Utility Owner. DB Contractor shall obtain all required approvals of the UAFM prior to commencement of construction. All revisions shall be signed and sealed by a PE, unless waived by TxDOT at its discretion;
- Transmittal of UAFMs to the appropriate construction field personnel; and
- Any UAFMs in the Record Drawings for the Project.

DB Contractor shall cause the procedure to be followed for all UAFMs, whether the construction is performed by DB Contractor or by the Utility Owner.

14.4.8 **Switch Over to New Facilities**

After a newly adjusted Utility has been accepted by the Utility Owner and is ready to be placed in service, DB Contractor shall coordinate with the Utility Owner regarding the procedure and timing for placing the newly adjusted Utility into service and terminating service of the Utility being replaced.

14.4.9 **Record Drawings**

DB Contractor shall provide Record Drawings to each Utility Owner for its adjusted Utilities where the Utility Adjustment Work was performed by DB Contractor. For the purpose of this Item 14, record drawings means construction drawings and related documentation revised to show significant changes made during the construction process, usually based on marked-up Released for Construction Documents furnished by DB Contractor, also known as as-built plans.

DB Contractor shall provide Record Drawings to TxDOT (regardless of whether design and/or construction of the subject Utilities was furnished or performed by DB Contractor or by the Utility Owner). Record Drawings shall show the location of all abandoned Utilities, shall show and label all other Utilities (both remaining in place and relocated) that are located within the Project ROW or impacted by the Project, and shall comply with Item 4 of the General Conditions. DB Contractor shall provide the Record Drawings for each Adjustment to TxDOT prior to Final Acceptance.

Prior to Final Acceptance, DB Contractor shall provide to TxDOT a plan view of all final Utility facility locations (both Owner-Managed and DB Contractor-Managed) that include Utilities that remained in place, were adjusted in place or relocated. The plan view must detail the Utility facility horizontal alignment with highway stationing, ROW lines, roadway features, Utility Owners name, Utility facility type, size and Utility Assembly Number. This overall inventory set of plans is separate from the individual Record Drawing plans required for each Utility Assembly.

14.4.10 **Maintenance of Utility Service and Access**

All Utilities shall remain fully operational during all phases of construction, except as specifically allowed and approved in writing by the Utility Owner. DB Contractor shall schedule Utility Adjustment Work in order to minimize any interruption of service, while at the same time meeting the Project Schedule and taking into consideration seasonal demands.

Each Utility Adjustment or remain in place location must allow for adequate access during construction and after completion of the Project. All access and access locations to the Utility facility must be agreed to by the Utility Owner and approved by TxDOT.

14.4.11 **Traffic Control**

DB Contractor shall be responsible for the TMP. The TMP shall cover all traffic control made necessary for Utility Adjustment Work, whether performed by DB Contractor or by the Utility Owner. Traffic control for Adjustments shall be coordinated with, and subject to approval by, the local agency(ies) with jurisdiction. Traffic control shall comply with the guidelines of the TMUTCD and of Item 26, "Traffic Control."

14.5 Utility Assembly Submittals

DB Contractor shall time all Submittals described in this Section 14.5 to meet the Project Schedule, taking into account the maximum number of Submittals set forth in this Section 14.5 or, if not stated therein, then as stated in Section 5.2.1. of the DBA General Conditions. All Submittals shall conform to the standards required in the PMP.

All Submittals described in this Item 14 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 14-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, and Adobe Acrobat files, unless otherwise indicated.

14.5.1 Maximum Number of Submittals

DB Contractor shall coordinate all Submittals required pursuant to this Section 14.5. In each 10 Business Day period, DB Contractor shall not submit more than:

- Five Utility Assemblies (excluding Abbreviated Utility Assemblies); and
- Five of any other Submittals required under this Item 14 and requiring TxDOT review and approval.

Where the number of Submittals exceeds these limits, the Submittals shall be considered excess and TxDOT may defer its review of any such excess Submittals to a subsequent 10 Business Day period, as necessary.

14.5.2 DB Contractor's UTR

DB Contractor shall maintain a UTR in tabular form, listing all Utilities located within the Project ROW or otherwise potentially affected by the Project. DB Contractor shall submit the UTR to TxDOT on a monthly basis in the format described below unless otherwise approved by TxDOT. The UTR shall, at a minimum, contain the following information for each Utility:

- The name of the Utility Owner and the Utility Assembly Number;
- Utility size and type;
- Location of the Utility based upon station and offset;
- The proposed method of treatment;
- State whether the Adjustment will be Owner or DB Contractor-Managed;
- Dates on which the PUAA/UAAA was executed by TxDOT, the Utility Owner and DB Contractor;
- Dates on which the UJUA or Utility Installation Request, Form 1082, was executed by the Utility Owner and TxDOT;
- The Utility Owner's existing right of occupancy of the ROW for each Utility (e.g., UJUA, permit, easement or combination);
- Whether any Replacement Utility Property Interest will be necessary;
- Estimated cost approved in the PUAA/UAAA;
- Amounts and dates of payments made by DB Contractor to the Utility Owner, listing in each case the type of payment (final, partial or lump sum);
- Scheduled start and completion date for construction of each Adjustment;
- Percent complete of construction;
- Whether any Betterment is included in the Adjustment; and
- Whether TxDOT form 1818 (Buy America Material Statement) is required for each Adjustment.

The UTR shall also include a separate section for Replacement Utility Property Interest including each necessary Replacement Utility Property Interest with the names of property owners or parcel number(s), Utility Assembly Numbers, status of the acquisition, acquisition cost and other information as necessary. DB Contractor shall maintain this Section 14.5.2 of the UTR and submit to TxDOT in the same manner as all other portions of the UTR.

14.5.3 Utility Assembly Submittals and Final Closeout Procedures

The following procedures shall govern submittal, review and final closeout of each Utility Assembly, including UAAA and Abbreviated Utility Assemblies:

- Before submitting a Utility Assembly to TxDOT, DB Contractor shall:
  - Verify that each subject Utility (or the Utility Owner) is on the approved Alternate Procedure List, if applicable;
  - Submit the complete Utility Assembly to the quality control/quality assurance entity designated by DB Contractor in accordance with the PMP and the PSQMP; and
  - Resolve all comments made by the quality control/quality assurance entity, coordinating with the Utility Owner as appropriate.
- DB Contractor shall submit to TxDOT three identical and complete originals of each Utility Assembly, each of which shall be bound and labeled "DB Contractor Copy," "TxDOT Copy," or "Utility Owner Copy," as appropriate. The "TxDOT Copy" shall be color-coded and shall include the Project ROW map with the existing and proposed Utility facilities identified on a plan view. These Submittals shall be for TxDOT's review and comment, except for any components of the Utility Assembly for which TxDOT's approval is required by this Section 14.5.
- DB Contractor shall submit to TxDOT a Utility Assembly Submittal log with each Submittal or group of Submittals. The Utility Assembly Submittal log shall establish the review priority.
- TxDOT will review the Utility Assembly for compliance with the requirements of this Section 14.5.3, and within 10 Business Days will return the Utility Assembly to DB Contractor with the appropriate notations pursuant to Section 5.2.1 of the DBA General Conditions to reflect its responses. DB Contractor shall transmit any TxDOT comments to the Utility Owner and shall coordinate any modification, review and approval by the Utility Owner and re-submittal to TxDOT, as necessary to resolve all TxDOT comments and/or obtain TxDOT's approval, as applicable. Upon (a) TxDOT's approval of any Utility Assembly components for which TxDOT's approval is required, and (b) completion of the review and comment process for all other Utility Assembly components, TxDOT will sign three originals of any approved UJUA and of any other components of the Utility Assembly for which this Item 14 requires TxDOT signature.
- DB Contractor shall provide closeout information and documentation within 90 days after each Utility has been relocated, fully reimbursed and accepted by the Utility Owner. The closeout information shall contain the following:
  - The Utility Agreement form (PUAA, UAAA, et al);
  - Record Drawings ("as-built") plans;
  - UJUA or Form 1082;
  - Quitclaim form (D-15-30);
  - Actual cost and summary of the Adjustment; and
  - TxDOT form 1818 Buy America Material Statement.

DB Contractor shall address conditions of approval, if any, for each Utility Assembly prior to completing the final closeout procedure.

14.5.4 FHWA Alternate Procedure

DB Contractor shall develop the Alternate Procedure List that includes the Utility Owner's name, approximate station numbers and estimated cost of Utility Adjustments. TxDOT is authorized by the FHWA to utilize the Alternate Procedure process. Upon receipt of the required information, TxDOT shall then consider and approve the list and notify DB Contractor. Promptly upon determining that any additional Utility Owner not referenced on the Alternate Procedure List is impacted by the Project, DB Contractor must submit to TxDOT all documentation as referenced above in order to amend the Alternate Procedure List.

Item 15
Right of Way (ROW)

15.1 **General Requirements**

DB Contractor's obligations in respect of the acquisition of Project ROW are set forth in Section 4.4.1 of the DBA General Conditions.

This Item 15 sets forth the ROW activities assigned to DB Contractor, including pre-acquisition and acquisition activities, and designates which ROW activities TxDOT will conduct. This Section 15.1 also sets forth the requirements applicable to the Work assigned to DB Contractor related to the acquisition of Project ROW. DB Contractor shall provide all services necessary to acquire title to the Project ROW, in form and substance acceptable to TxDOT, in the name of the State; relocate displacees; and clear/demolish improvements from the Project ROW, as more fully described in the following sub-sections.

Except as otherwise set forth in the DBA, DB Contractor's Project ROW staff and/or Subcontractors will function as independent contractors while acquiring Project ROW, and not as an agent, representative, or employee of TxDOT.

DB Contractor shall provide TxDOT copies of all property agreements it obtains to facilitate design, construction or maintenance in relation to the Project. No conveyance documents shall be used for the purpose of Construction Work other than a PUA, a deed, or an award, unless otherwise approved by TxDOT.

15.2 **Administrative Requirements**

15.2.1 **Standards**

DB Contractor shall acquire all Project ROW in accordance with State and Federal Law and the practices, guidelines, procedures, and methods contained in the following:

- TxDOT *ROW Manual* Collection, Volumes 1 through 8 (available online at http://onlinemanuals.txdot.gov/manuals);
- TxDOT *Access Management Manual* (available online at http://onlinemanuals.txdot.gov/manuals);
- TxDOT *Survey Manual* (available online at http://onlinemanuals.txdot.gov/manuals); and
- TxDOT *ROW Appraisal and Review Manual* (available online at http://onlinemanuals.txdot.gov/manuals).

Pursuant to the applicable Federal regulations, DB Contractor shall (i) acquire ROW parcels for the Project on behalf of the State, but without the direct participation of TxDOT, subject to TxDOT's rights of review, approval, and audit; (ii) utilize the TxDOT *ROW Manual*; (iii) provide adequate access to all occupied properties; (iv) maintain Utility service to occupied properties until relocation is complete; and (v) not permit open burning within 1,000 feet of an occupied dwelling.

DB Contractor shall maintain a complete set of the TxDOT *ROW Manual* Collection, Volumes 1 through 8, TxDOT *Access Management Manual*, TxDOT *ROW Appraisal and Review Manual*, and a current approved Project ROW map for public use. DB Contractor's complete set of ROW Manuals shall be current as of theEffective Date. Any TxDOT forms referenced in this Section 15.2.1 may be found in the TxDOT *ROW Manual* Collection or will be provided by TxDOT.

All real estate activities of the Project ROW must be completed and documented in compliance with all applicable Laws, including the Uniform Act, the rules and regulations for implementing the Uniform Act, and 23 CFR Part 710 governing the use of Federal funds for acquisition, management and disposal of real property.

15.2.2 **Software Requirements**

DB Contractor shall utilize software that is fully compatible with the software in use by TxDOT, or fully transferable to TxDOT's systems, including TxDOT's interactive SharePoint site (for uploading, review, document retrieval, etc.). DB Contractor must supply and maintain a parcel-by-parcel status information database that incorporates the fields and information required by TxDOT's ROW tracking system: ROWIS.

DB Contractor must maintain and participate in any other required ROW tracking system required by the Contract Documents. The database shall be fully accessible to Persons authorized by TxDOT.

15.2.3 **ROW Acquisition Management Plan**

DB Contractor shall prepare a ROW Acquisition Management Plan in accordance with the requirements contained in Section 4.2.9 of the General Conditions.

15.2.4 **Schedule and Review Procedures**

The Project Schedule shall indicate the date to begin the acquisition of the Project ROW and the anticipated completion date of acquisition activities for each parcel. DB Contractor shall advise TxDOT of all Additional Properties and temporary rights or interests in real property to be acquired by DB Contractor. In developing the Project Schedule, DB Contractor shall give priority to the acquisition of parcels that have significant impact on the Project Schedule or affect the Critical Path. The monthly Project Schedule Update required by Item 8 of the General Conditionsshall provide updated projections for the acquisition date of each parcel.

In developing the Project Schedule, DB Contractor shall incorporate adequate time periods for TxDOT review and approval of Acquisition Packages and Condemnation Packages. TxDOT intends to review the completed Acquisition Packages and Condemnation Packages as expeditiously as possible; *however,* for the purposes of the Project Schedule, DB Contractor shall assume that the reviews performed by TxDOT will require 10 Business Days for Acquisition Packages and Condemnation Packages (collectively) that DB Contractor submits as final and complete in accordance with Section 15.3.6 and Section 15.4.4, up to a maximum of five Acquisition Packages and Condemnation Packages (collectively), unless otherwise directed by TxDOT. Any Submittals that would require TxDOT to review more than five Acquisition Packages and Condemnation Packages (collectively) within any given 10 Business Day period shall be considered excess, and TxDOT may defer its review of any such Acquisition Packages and/or Condemnation Packages to a subsequent 10 Business Day period (or periods as necessary). TxDOT will notify DB Contractor of its election to defer any excess Acquisition Packages and/or Condemnation Packages within 10 Business Days after receipt. The balance of Acquisition Packages and Condemnation Packages (collectively) in excess of five will be rolled over to the next 10 Business Day period and added to the Acquisition Package Submittals and Condemnation Package Submittals made by DB Contractor in that period. When DB Contractor submits more than five Acquisition Packages and Condemnation Packages (collectively) at any given time, DB Contractor shall indicate the priority of review.

DB Contractor shall also assume that the reviews performed by TxDOT will require 10 Business Days for the following Submittals: payment Submittals, relocation Submittals, administrative settlement Submittals, and closing Submittals, up to a maximum of five submissions for each type of Submittal noted above, in addition to the Acquisition Packages and Condemnation Packages. With the combination of the aboveDB Contractor shall not submit more than 25 total Submissions, in any given 10 Business Day period.

If TxDOT notifies DB Contractor that any submitted Acquisition Package and/or Condemnation Package has a deficiency, DB Contractor shall correct such deficiency and resubmit the package to TxDOT. Resubmissions shall be treated as a new Acquisition Package or Condemnation Package (collectively) as described above. An Acquisition Package or Condemnation Package shall be deficient, as determined by TxDOT, if any of its components fails to meet any of the criteria established by this Section 15.2.4 for such component, or contains any material errors or omissions. Schedule delays resulting from inadequate or incomplete submissions of Acquisition Packages and/or Condemnation Packages shall be the responsibility of DB Contractor and will not be eligible for treatment as a Change Order.

TxDOT shall have the right to undertake additional review on Acquisition Packages and Condemnation Packages that contain or identify facts or issues of an unusual nature or which do not clearly fit within TxDOT Standards. In such event, TxDOT will notify DB Contractor in writing that the review period will be extended by an additional 10 Business Days before rendering a decision regarding approval of the package to DB Contractor.

DB Contractor may request TxDOT to perform a preliminary review of the survey, Project ROW map and appraisal before the complete Acquisition Package is submitted. TxDOT may elect in its sole discretion to review the preliminary submission of the survey, map and appraisal, and notify DB Contractor of any deficiencies after TxDOT's receipt and review of such preliminary submission. Unless otherwise directed by TxDOT, there will be no time limits associated with these preliminary reviews.

15.2.5 **DB Contractor's Project ROW Scope of Services**

DB Contractor shall complete all administrative activities and prepare all documentation sufficient for DB Contractor to acquire the Project ROW. DB Contractor shall obtain TxDOT's review and prior written approval of all Project ROW maps and surveys, appraisals, legal descriptions, acquisition documentation, purchase price, requests to acquire Project ROW, condemnation-related activities, and funding/closing procedures. TxDOT will (a) approve and return the Project ROW acquisition documentation, (b) provide review comments for incorporation by DB Contractor in accordance with Section 15.2.4, or (c) in the case of an Acquisition Package that is deficient, notify DB Contractor of the deficiency(ies) to be corrected by DB Contractor in accordance with Section 15.2.4. Except as otherwise authorized by applicable State and Federal policy and regulations for early acquisition and approved by TxDOT, DB Contractor shall not proceed with acquisition of the Project ROW until the NEPA Approval is issued, public involvement procedures have been completed, and ROW maps and legal descriptions for the applicable constructible segment as established by the logical termini of the Project have been prepared and approved by TxDOT. TxDOT will provide a separate release for each NEPA approved highway segment. Further, DB Contractor shall not commence any negotiations with landowners, and TxDOT will not begin eminent domain procedures until after the specific Acquisition Package for that particular parcel is approved by TxDOT.

If DB Contractor and the landowner cannot negotiate an agreed-upon conveyance by deed acceptable to TxDOT, DB Contractor shall recommend for TxDOT to commence acquisition of the property through eminent domain procedures. TxDOT will initiate eminent domain procedures at its discretion. DB Contractor shall not recommend any condemnation action through the statutory "Special Deposit and Possession" procedure. TxDOT will not acquire any property through the condemnation process via the "Special Deposit and Possession" procedure.

Neither DB Contractor nor its Subcontractors shall begin construction of any type on any parcel of real estate unless property rights for the parcel have been conveyed and recorded in favor of TxDOT, possession has been obtained through eminent domain or any other method as provided for in Section 15.2.1, or a PUA has been executed and delivered by all necessary parties in accordance with Section 15.4.1, and all requirements under the Uniform Act have been met (including relocation assistance in accordance with Section 15.4.2).

15.2.6 **Acquisition Process Summary**

DB Contractor's major activities with respect to the acquisition of the Project ROW include:

- Project ROW surveying and mapping;
- Project ROW and Utility cost estimates and updates;
- Title services;
- Appraisal services;
- Appraisal review;
- Negotiations;
- Closing services;
- Relocation assistance;
- Condemnation support services;
- Clearance and demolition of Project ROW;
- Environmental due diligence;
- Documentation and document control;
- Progress reports;
- Project ROW administration and management;
- Project ROW quality management;
- Letter from DB Contractor's design engineer certifying that the required Project ROW acquisition is necessary and that any proposed alternatives are not feasible or are cost prohibitive; and
- Obtaining ROEs, as necessary.

15.2.7 ROW Personnel Qualifications

DB Contractor's ROW AM shall have at least five years' experience managing the acquisition of transportation ROW projects for a condemning authority, be licensed as a real estate salesman or broker pursuant to the *Texas Real Estate License Act* or rules established by the TREC, be familiar with appraisal and appraisal report review pursuant to the USPAP, and be familiar with the Uniform Act and applicable Laws of the State of Texas.

Quality Control Specialist(s) – DB Contractor shall designate a specific person(s) responsible for internal quality control. This individual shall review all DB Contractor deliverables associated with survey, title, appraisal, acquisition, relocation, and eminent domain prior to the deliverable being delivered to TxDOT for review.

Appraiser and Appraisal Reviewer – Each appraiser and appraisal reviewers shall be licensed and certified in the State of Texas and shall have a minimum of five years' experience in appraising real property for eminent domain purposes, including partial taking appraisal, partial taking appraisal review and expert witness testimony. Each individual must have been actively and continuously engaged for at least three years immediately preceding their selection for this Project in appraisal work primarily in the county(ies) where the Project is located, and as approved and pre-certified by TxDOT. The appraisers and the appraisal reviewers shall have separate and distinct duties, and appraisers must be employed by different firms from the appraisal reviewers. Each appraiser shall be required to submit three samples of previous appraisal work prepared for eminent domain purposes. All appraisers preparing and signing appraisals must be approved and pre-certified by TxDOT before performing any appraisals on the Project. If required by TxDOT, the appraiser will be required to demonstrate his or her skills at expert witness testimony.

Land Planner – Each land planner shall have a minimum of five years' experience in land planning including experience with expert witness testimony in eminent domain proceedings. Each individual must have been actively and continuously engaged for at least three years immediately preceding selection for this Project in land planning work primarily in the county(ies) where the Project is located, or as approved and pre-certified by TxDOT. DB Contractor shall provide a minimum of two land planners to assist appraisers and complete land plans.

Relocation Agent – Each relocation agent shall have a minimum of three years' experience in relocation assistance for ROW projects pursuant to the Uniform Act. A relocation agent's responsibilities shall include the following: determination of eligibility of all displacees, contacting all displacees and informing them of their benefits, maintaining a file of all documentation concerning the relocation of the displacees, and extending all relocation assistance advisory services.

Negotiator – Each ROW negotiator shall be licensed as either a Real Estate Sales Agent or broker pursuant to the *Texas Real Estate License Act* or rules established by the TREC, and shall be familiar with appraisal and appraisal report review pursuant to the USPAP. The negotiator shall have a minimum of three years' experience in ROW negotiations. The ROW negotiator's responsibilities shall include the following: contact with property owners on the Project to discuss the acquisition of property needed for the Project, maintaining complete and accurate files of all transactions and contacts with the property owners and their representatives, and actively working toward a joint resolution to acquire the property with the property owner.

Eminent Domain Specialist – Each eminent domain specialist shall have a minimum of three years' experience with TxDOT procedures and policies as related to acquisition of property through the use of eminent domain. The eminent domain specialist must have demonstrated experience in all activities necessary with the acquisition of parcels through the TxDOT Eminent Domain process. This includes correctly completing all TxDOT forms including the ROW-E-49, filing the eminent domain forms, coordinating the hearing with all appropriate parties and ensuring that the Award of Special Commissioners is deposited into the registry of the Court and all notices sent to the appropriate parties.

Real Estate Attorney – Each real estate attorney shall be licensed by the State of Texas and shall have at least five years' experience in title review and curative matters. The real estate attorney's responsibilities shall include coordinating and clearing all title issues, and compliance assistance with State and Federal acquisition requirements for the properties acquired for the Project.

ROW personnel shall have at least three years' experience in title review and curative matters. ROW personnel's responsibilities shall include, but not limited to the following: maintain complete and accurate files

of all transactions and contacts with the property owners and/or their representatives, coordinate and clear all title issues and assist at closing for properties acquired for the Project.

15.2.8 **DB Contractor Conflict of Interest**

If at any time, to the best of DB Contractor's knowledge, any DB Contractor-Related Entity directly or indirectly (a) acquires or has previously acquired any interest in real property likely to be parcels of the Project ROW or the remainders of any such parcels, (b) has any financial interest in any real property likely to be a Project ROW parcel, or the remainder of any such parcel that is not a whole acquisition, or (c) purchases or has previously purchased from an existing mortgagee the mortgage instrument that secures an existing loan against real property likely to be a Project ROW parcel, or the remainder of any such parcel, DB Contractor shall promptly disclose the same to TxDOT. In the case of acquisitions, loans or mortgage purchases that occurred prior to the Effective Date, such disclosure shall be made within 10 days after the Effective Date.

In the event that DB Contractor, or any subsidiary, sister, or parent company of DB Contractor, acquires a real property interest, whether title or mortgage, in parcels of the Project ROW, the real property interest acquired or a release of mortgage as the case may be, shall be conveyed to the State of Texas without the necessity of eminent domain.

DB Contractor shall not acquire or permit the acquisition by DB Contractor or any DB Contractor-Related Entity of any real property interest in a Project ROW parcel, whether in fee title or mortgage, for the purpose of avoiding compliance with the Laws, practices, guidelines, procedures and methods described in Section 15.2.1.

15.2.9 **Meetings**

DB Contractor shall attend meetings as requested by TxDOT. At such meetings DB Contractor shall provide exhibits, take minutes, and distribute the minutes to all attendees for review and comment. Minutes will not be finalized until all attendees agree on content. DB Contractor shall provide meeting minutes to TxDOT upon request. TxDOT will respond within five (5) Business Days or at the next occurrence of the meeting. DB Contractor shall provide proposed agendas three (3) Business Days prior to each meeting.

15.2.10 **Documentation and Reporting**

DB Contractor shall provide TxDOT with all specific reports and supporting documentation for review and approval during the acquisition process. All correspondence with TxDOT and property owners relating to acquisition of real property shall include a heading with the following information (at a minimum):

- County;
- CSJ number;
- RCSJ number;
- Federal Project Number (if applicable);
- Highway designation;
- Project limits;
- Parcel number; and
- Name of record owner(s);

DB Contractor shall utilize TxDOT's approved naming convention for all electronic files and reporting fields.

In administering and managing its Project ROW acquisition activities, DB Contractor shall:

- Maintain parcel records on file of all aspects of the acquisition process in accordance with TxDOT requirements and applicable Law. Each parcel file shall include all documents required by the Contract Documents, FHWA, and TxDOT.
- Provide monthly summaries for the cost of Project ROW acquisition and related relocation assistance including amounts authorized and amounts paid on a parcel-by-parcel basis and cost forecasting on an overall Project basis as requested by TxDOT.
- Maintain and electronically transmit to TxDOT, in a format acceptable to TxDOT, monthly status reports including appraisal, acquisition, eminent domain and relocation status of all parcels and activities related to Project ROW, acquisition and disposition of Additional Properties, and acquisition and disposition of temporary easements and other property interests, and provide weekly (or as requested) updates to TxDOT.

- Evaluate and report to TxDOT, Subcontractor status and performance on a monthly basis or more frequently as requested.
- Prepare and submit electronically to TxDOT, on a monthly basis, a spreadsheet that contains Project ROW specific data required in order to complete the fields in TxDOT's ROWIS tracking software program or as directed by TxDOT.
- Input and update parcel status in TxDOT approved web-based tracking system or as directed by TxDOT.

15.2.11 **Responsibilities of DB Contractor**

As set forth in Section 4.4 of the DBA General Conditions and as more fully described in this Section 15.2.11, DB Contractor shall be responsible for the costs of all services and preparation of all documentation for all Project ROW acquisition, easement acquisition, permitting and related relocation assistance for the Project. The Work related to Project ROW acquisition includes mapping, surveying, environmental assessment, testing and remediation, appraisal, appraisal review, negotiation, acquisition, relocation advisory assistance and determination of relocation benefits to be provided, procurement of title insurance, clearing of title, closing of acquisitions, and condemnation support including expert witnesses required by TxDOT or the Office of the Attorney General for all condemnation proceedings. DB Contractor shall also be responsible for all expert witness testimony, exhibits, transcripts, and photos associated with condemnation services and proceedings required by the Office of the Attorney General or TxDOT for Special Commissioner's hearings, jury trials and appeals, through Final Acceptance of the construction project or through any comprehensive lease, maintenance or operation agreement Term periods, whichever is longer.

DB Contractor shall not contact the Office of the Attorney General or an Assistant Attorney General handling a specific parcel that has been filed for eminent domain action or is in the process of settlement unless authorized by TxDOT.

DB Contractor acknowledges that it has incorporated the value of saleable improvements into DB Contractor's Project ROW acquisition costs, and DB Contractor shall concurrently, with conveyance of the real property interest to the State, and without the necessity of further documentation executed by the State, obtain the rights to said saleable improvements. TxDOT has received the benefit of the saleable value of the improvements by a reduced Price. DB Contractor shall not be entitled to a credit for any improvements retained by a property owner. Upon conveyance of the real property interest to the State, DB Contractor shall comply with all applicable Laws with respect to relocation assistance and demolition.

DB Contractor shall be responsible for the costs of acquisition and documentation for the acquisition of any temporary right or interest in real property not necessary for the Project, but that DB Contractor deems advisable to acquire for work space, contractor lay-down areas, material storage areas, borrow sites, or any other convenience of DB Contractor. Except as otherwise authorized by Law for temporary areas necessary for construction of the Project, TxDOT shall not be obligated to exercise its power of eminent domain in connection with DB Contractor's acquisition of any such temporary right or interest, and TxDOT shall have no obligations or responsibilities with respect to the acquisition, maintenance or disposition of such temporary rights or interests.

DB Contractor shall be responsible for processing payment Submittals for request of payments and distributing all payments of: agreed purchase prices or court awards and judgments; Special Commissioner's awards; relocation assistance payments; all legal, administrative, and incidental expenses of, or related to, Project ROW.

DB Contractor is responsible for the payment of and all closing costs associated with the purchase of Project ROW in accordance with the Uniform Act and TxDOT policies. TxDOT shall be responsible for the purchase price of title insurance for Project ROW in accordance with Section 4.4.2 of the DBA General Conditions.

DB Contractor's cost shall include all costs not paid by TxDOT.

DB Contractor shall be responsible for submitting the completed files in accordance with the closeout procedures as defined by TxDOT within 90 days of the completed ROW parcel activity. DB Contractor shall provide the following documentation including, but not limited to:

- Appraisal report(s) (initial appraisal and all other issued appraisal reports, approved and not approved, with most recent appraisal report on top);
- Original conveyance document(s) (PUA(s), deed(s), easement(s), judgment(s), Award of Commissioners);

- Original Title Insurance Policy or Attorney's Certificate;
- MOA; and
- Negotiator's Certificate.

For relocation and general correspondence, the following shall be included:

- Relocation files (in chronological order);
- Offer Letters;
- Negotiator Reports and Contact Sheets;
- General correspondence; and
- All other documentation regarding the parcel.

15.2.12 **Responsibilities of TxDOT**

TxDOT will have the following responsibilities in connection with acquisition of Project ROW:

- Except as otherwise set forth in this Item 15, provide final approval for all Acquisition Packages, Condemnation Packages, payment Submittals, relocation eligibility, relocation appeals, relocation Submittals, administrative settlement Submittals, closing Submittals, court settlement requests, and other approvals required by the Contract Documents, by the State, or by applicable Law subject to submission requirements and timelines in Section 15.2.4.
- After receiving a complete Condemnation Package from DB Contractor in accordance with Section 15.2.4 and Section 15.4.4, TxDOT will submit a minute order request on the agenda of the next scheduled Texas Transportation Commission meeting; provided the completed Condemnation Package is submitted 10 Business Days before the Commission's required deadline for eminent domain minute order requests.
- After receiving a complete payment Submittal from DB Contractor in accordance with Section 15.2.4 and Section 15.4.6, TxDOT will submit a payment request to the Comptroller's Office. Upon receipt of the State warrant, TxDOT will relay the State warrant to DB Contractor within five (5) Business Days.
- TxDOT will coordinate with the Office of the Attorney General to provide legal counsel to prepare and deliver to TxDOT the condemnation petition within 20 Business Days after the Attorney General's receipt of the condemnation packet, including Commission minute order approval. TxDOT will deliver the condemnation petition to DB Contractor within 10 Business Days after receipt of the condemnation petition from the Office of the Attorney General. If e-filing is not applicable, DB Contractor shall follow the standard procedures as described in the TxDOT *ROW Manual*.
- If applicable, TxDOT will provide all e-filed documents to DB Contractor as part of DB Contractor's support of the condemnation process and invoice DB Contractor for all e-filed charges. DB Contractor is responsible for reimbursing TxDOT all e-filed invoices. If e-filing is not applicable, DB Contractor shall follow the standard procedures as described in the TxDOT *ROW Manual*.
- TxDOT will provide all coordination services between DB Contractor and the Office of the Attorney General for prosecution of jury trials.
- TxDOT will provide a ROW Administrator to serve as the point of contact for all Project ROW issues as set forth in 23 CFR § 710.313(d).
- TxDOT will review and approve the completed, final closeout files in accordance with the closeout procedures.

15.2.13 **TxDOT Project Monitor/Reviewer**

In addition to its review and approval authority as expressly set forth in other provisions of this Item 15, TxDOT may, at its discretion, audit and monitor the ROW activities and services performed by DB Contractor. TxDOT may contract with independent entities to assist it in fulfilling the audit/monitoring function provided that the audit authority is not delegated. In addition to any Submittal components specifically required to be provided to TxDOT, DB Contractor shall provide information to TxDOT as requested to assist in its review and assessment of the progress, timeliness, adequacy and sufficiency of DB Contractor's Project ROW activities.

15.2.14 Responsibilities of the Office of the Attorney General

The Office of the Attorney General, with the assistance of DB Contractor and coordination of TxDOT, will be responsible for implementing all necessary legal actions for acquiring and obtaining possession of the Project ROW (and any necessary temporary construction easements approved by TxDOT for acquisition by condemnation) through the eminent domain process and eviction process. The responsibilities of the Office of the Attorney General will include:

- Represent TxDOT as the State's Attorney of Record;
- Preparation of complete petitions for condemnation with the appropriate court for a cause number to be assigned;
- If applicable, e-file condemnation documents and coordinate delivery of filed documents with TxDOT;
- Coordination with TxDOT on all legal matters concerning acquisition processes, including negotiated settlements;
- Analysis of recommended parcel values and/or appraisal issues;
- Additional legal advice and opinions as needed by TxDOT;
- Special Commissioners' hearings;
- Jury trials including determination of expert witnesses and all appeals; and
- Preparation, obtaining, and filing of all necessary legal documentation for eviction of property owners or tenants.

15.3 Pre-Acquisition Activities

15.3.1 Project ROW Surveying and Mapping

DB Contractor shall perform all Project ROW surveying and mapping and shall prepare Project ROW documents in accordance with applicable TxDOT Standards, including the TxDOT *ROW Manual*, the TxDOT *Survey Manual*, and the TxDOT *GPS User's Manual* for any Additional Properties. DB Contractor shall refer to the current *Manual of Practice* by the Texas Society of Professional Land Surveyors and the *U.S. National Map and Accuracy Standards*. DB Contractor shall refer to Item 17, "Land Surveying," for additional survey requirements.

The Project ROW map shall be prepared by DB Contractor and submitted to TxDOT for review and approval. The Project ROW map may be prepared in separate constructible segments established by the logical termini of the Project. TxDOT shall have 10 Business Days for review of each submitted ROW map, each containing up to a maximum of 25 parcels. Any Submittals that would require TxDOT to review more than 25 parcels within any given 10 Business Day period shall be considered excess, and TxDOT may defer its review of any such excess parcels to a subsequent 10 Business Day period (or periods as necessary).

DB Contractor may use Acquisition Survey Documents prepared by TxDOT, if available, for the purpose of performing ROW acquisition work at DB Contractor's risk.

DB Contractor shall assemble an Acquisition Survey Document to be included in the submission of the Acquisition Package. The Acquisition Survey Document shall include:

- Three half size ROW maps on paper, Scale 1 inch = 100 feet (11 inches X 17 inches);
- One separate set of originals signed and sealed by a RPLS, legal descriptions and parcel sketch, traverse closure sheets and a copy of the parent tract deeds and subdivision plat if tract is a platted lot;
- A CD with DGN Master file, map sheets, Excel point list, raw data file and/or field notes, and scanned copies of the instruments of record or other pertinent documents;
- One full size ROW map on paper, Scale 1 inch = 50 feet (22 inches X 34 inches);
- One set of folders for each parcel, Parts 1 & 2, etc., would be considered one folder. With one copy (signed and sealed) legal description, sketch, closure sheet, parent tract deed and subdivision plat if tract is a platted lot (and bi-section, if applicable) secured inside on the right side;
- Three copies (signed and sealed) of each legal and sketch;
- One separate set (copies) of legal and sketch of each parcel for TxDOT records;
- One separate set (copies) of legal and sketch of each parcel for Title Company; and

- One separate set of originals legal and sketch signed and sealed by a RPLS to be kept in mapping files.

In addition to the foregoing, DB Contractor shall prepare all Project ROW surveying and mapping in accordance with the following :

- DB Contractor shall assemble an Acquisition Survey Document. The Acquisition Survey Document shall include the Project ROW map, a parcel (metes and bounds) description, and a parcel plat, with a closure report for each of these three items for each of the parcels to be acquired. The latter three items shall be on standard 8-1/2-inch by 11-inch bond paper. The Project ROW map sheets shall be on 22-inch by 34-inch paper. Each final submission to TxDOT shall include two sets of each document, unless otherwise directed. Each map sheet and document page shall have an "as of" date near the lower right-hand corner. The parcel plat and parcel description for a given parcel should show identical "as of" dates.
- The ROW map sheet and plat shall show all areas of denied access for the parcel according to the current TxDOT *Access Management Manual* and amendments.
- The POB shall be located on the proposed Project ROW line and shown in all documents with its centerline (survey baseline) station and offset or as reviewed and approved by TxDOT.
- The POC, where applicable, shall be a well-defined monument or monument of record, and shall be tied to the POB by measured bearing and distance. The POC shall not be located on any proposed Project ROW line, or existing Project ROW line within the proposed Project ROW.
- The centerline (survey baseline) station and offset shall be shown on the Project ROW map sheets for all significant points along the Project ROW line such as PC, PT, PI, PCC, and PRC, and for property line intersections (PLI) with the Project ROW line, and for any other monumentation points on the Project ROW line.
- The centerline (survey baseline) station and offset shall be shown in the parcel description and parcel plat at the beginning and ending, being the points with the lowest station and the highest station, of each parcel along the proposed Project ROW line.
- Project ROW map sheets shall include all curve data, with the station and coordinates of the PI, and the stations at each end (PC, PT, PRC, PCC), for every centerline (survey baseline) curve on that map sheet.
- Any existing ROW lines being incorporated into the proposed Project ROW, including intersecting ROW, shall be surveyed and monumented (if not previously monumented).
- All Project ROW maps (and on the title sheet) and all parcel descriptions (at the end of the description) shall include a notation that identifies the State Plane Coordinate System and UTM zones, datum (NAD83) (1993 adj), or as shown on the current ROW maps, and the Project grid-to-surface coordinate adjustment factor or refer to Primary Project Controls provided by TxDOT (refer to Section 17.3).
- A Project ROW map title sheet with signature blocks shall be produced for each portion of the Project. DB Contractor shall sign the Project ROW map.
- All Project ROW maps shall include a control sheet(s), to show the primary survey control points with their location relative to the Project.
- The parcel description and parcel plat documents shall all be referenced as parts of the exhibit recorded with the deed, so the pages shall be numbered accordingly. For example, if the parcel description is two pages, the parcel plat is one page, and then the first page of the parcel description is denoted "Page 1 of 3" and the parcel plat is denoted "Page 3 of 3."
- Improvements within 100 feet outside of all proposed Project ROW shall be depicted on the Project ROW map sheets. All improvements shall be current as of the date of the on-the-ground property survey.
- All visible improvements (buildings and structures) within 50 feet outside of the proposed Project ROW line shall be located by an "on-the-ground" survey and documented on the Project ROW map sheets and the parcel plats by measured offset distance from the

proposed Project ROW line. Clearly indicate which distances are surveyed on-the-ground.

- Calculated points shall be shown by a symbol on the drawing, with their relationship to the found reference points.
- All property, city, county, abstract, section and survey lines shall be indicated appropriately. A map legend should clearly define the line styles and symbols used.
- Upon final submittal from DB Contractor of the Project ROW documents to TxDOT, DB Contractor shall cause the surveyor to mark on the ground, using permanent and stable monuments as defined in Section 663.17 of the General Rules of Procedures and Practices of the TBPLS, all significant points along the Project ROW line, as described above, and all property line intersections with the Project ROW line. TxDOT requires these monuments to be a 5/8-inch iron rod, driven just below surface level, capped by a TxDOT-labeled aluminum cap (rod-and-cap monument).
- Prior to acceptance of the ROW maps and surveys by TxDOT, DB Contractor shall cause a TxDOT Type II monument to be set at all significant points on the Project ROW line and at intersections with existing Project ROW lines, replacing monuments as described above (construct according to the TxDOT ROW Manual and TxDOT Survey Manual), unless otherwise directed by TxDOT.
- As part of the survey process, DB Contractor shall cause a TxDOT Type II monument to be set at all significant points such as PCs, PTs, angle points and at 1,500-foot intervals along tangent sections on the Project ROW line and at intersections with existing Project ROW lines, replacing monuments as described above, unless directed by TxDOT. Project ROW line intersections with property lines shall remain monumented by a 5/8-inch iron rod with a TxDOT aluminum cap (rod-and-cap monument). A TxDOT Type II monument shall be set on the Project ROW lines, perpendicularly left and right of each significant centerline point, regardless of the relative orientation of the final Project ROW line.
- For any required revisions, DB Contractor shall resubmit to TxDOT all documents pertaining to the parcel to reflect the most recent revision date, and shall add a notation on the appropriate documents to state briefly the reason for the revision.
- Documents shall contain deed references (survey name, abstract number, volume and page or document number, grantee, and area) for all existing public ROW encountered within the Project limits. If there is no recorded information found, a note shall state "Based upon our research, there appears to be no recorded vesting deed for the public ROW as shown hereon."
- The documents produced by the surveyor are the property of TxDOT, and release of any document shall be subject to TxDOT's prior written approval.
- DB Contractor shall cause the surveyor to include the denial of access line on the Project ROW map sheets and on the parcel plats, as required for controlled access facilities. DB Contractor also shall cause the surveyor to describe the area of denied access in the parcel description and monument on the ground with a 5/8" iron rod with a TxDOT aluminum cap stamped "TxDOT ADL" the limits of the denial of access.
- The Project ROW map and each parcel plat shall include a parcel information table containing the areas, expressed in square feet, of the following: 1) the parent ownership as stated in all adjoining record vesting deeds or converted from the stated record acreage in those vesting deeds; 2) the parcel to be acquired as shown on the closure report for that parcel; and 3) the remainder tract (item 1 *minus* item 2). If the parcel to be acquired consists of multiple parts, the Project ROW map shall show the net remainder. The parcel information table shall also contain the areas, expressed in acres, of the parent tract, the parcel to be acquired, and the remainder. This acreage (except stated record) shall be converted from the square footage as contained in the table. A note shall be included on the Project ROW map and on each parcel plat stating: "The acreage calculated and shown hereon is converted from the square footage shown hereon, and is for informational purposes only." Parcels with area less than one acre will not require acreage units to also be shown. All parcels, including parcels acquired by TxDOT or other Governmental Entity, shall be included on the Project ROW map.

- Within the proposed Project ROW, all property owned by a city, county, or other local public agency in fee or easement that does not have a vesting deed shall be identified by a parcel number and included on the Project ROW map. DB Contractor shall cause the surveyor to prepare a parcel description and parcel plat for use as an exhibit in the Project ROW acquisition (property transfer) documents.
- DB Contractor shall cause an independent RPLS to review the Acquisition Survey Document for consistency as to the information delineated thereon and for compliance with all applicable DB Specifications and survey documents. The boundary location and the survey methods remain the responsibility of DB Contractor, and are not part of this review process. TxDOT will have no obligation to accept the Acquisition Survey Document as complete until the reviewing RPLS has signed and sealed the compliance certificate (compliance certificate form to be provided by TxDOT).
- Parcel numbering shall follow the TxDOT *ROW Manual*. Parcels are to be numbered based upon the parent tract. DB Contractor shall revise parcel numbering due to subsequent transactions as in the following example: From a 50-acre parent tract, with a proposed Project ROW acquisition parcel identified as Parcel 14, a 5-acre parent tract is sold which will also require Project ROW acquisition. The result is, Parcel 14 is "Not Used", and the two new Project ROW acquisition parcels are identified as Parcel 14A and 14B. If the property containing Parcel 14B sells a portion, then 14B is "Not Used" and the new Project ROW acquisition parcels are identified as Parcel 14C and 14D, etc. DB Contractor shall not use the letter "E" to avoid confusion with easement designations. Parcel numbering shall be sensitive to the appraisal of the required parcels.
- Complicated portions of a Project ROW acquisition survey can cause the Project ROW Map to be very difficult to read. TxDOT's preferred solution is to create an additional Project ROW map sheet or sheets for details, curve data, general notes, etc. The primary page would still retain the whole property inset, record ownership data, and most of the usual information. The additional sheet(s) should be clearly referenced and be numbered as the next sequential page(s). Pages numbered with a letter added (for example: 6A, 6B) are for revisions and corrections. DB Contractor shall use the preferred solution unless TxDOT approves an alternate method.
- An ownership sheet or sheets, containing an index to the information for all the parcels, shall be included and located near the beginning of the Project ROW map, after the title sheet and control sheet. The ownership sheet index shall include the parcel numbers, the names of the property owners, the vesting deed recording information, the record area of the parent tract, the area of parcel(s) to be acquired, the area of the remainder(s) left and right, the beginning and ending stations of the parcel along the Project ROW line, and the sheet number in the Project ROW map where the parcel is located.
- At property corners where more than one monument is found, a detail shall be provided to show the measured relationship between the monuments found and the monument set or held.
- DB Contractor shall purchase all materials, supplies and all other items necessary for proper survey monumentation. DB Contractor may purchase Type II monuments from TxDOT. TxDOT shall make available for pick-up by DB Contractor Type II monuments within 75 days after TxDOT receives from DB Contractor a written order, specifying the number of monuments to be purchased. Payment for TxDOT-supplied monuments shall be due within 30 days after TxDOT delivers to DB Contractor a written invoice. DB Contractor may use these monuments only for this Project and shall be responsible for proper storage thereof.
- DB Contractor, at the request of the property owner or TxDOT, shall re-stake the proposed ROW with a flagged wooden stake.

Design Certification. DB Contractor shall provide sufficiency of design to determine the ROW need and produce ROW maps that delineate the proposed ROW and potential impacts to the remaining ROW. DB Contractor shall provide a design certification of ROW for each parcel which confirms that the proposed ROW acquisition is adequate and necessary to construct and perform operations and maintenance on the Project and that other ROW acquisition alternatives are not feasible and/or cost prohibitive.

15.3.2 Additional Reporting Requirements

In addition to the Project ROW map, parcel description, and parcel plats, DB Contractor shall submit the following reports and electronic files:

- Monthly Parcel Report: a report, prior to the first of the month, listing all parcel deletions, parcel additions, and parcel splits;
- Monthly Progress Report: a report of all survey activity that occurred during the previous month, including a two-week look ahead of anticipated survey activity; and
- CADD files: digital CADD files in MicroStation format which include property lines and/or existing ROW lines, as surveyed, proposed ROW lines, parcel numbers, resource files, level assignments, and plot files. DB Contractor shall submit CADD files prior to submitting the first Acquisition Package and provide updates as needed.

15.3.3 Title Services

With respect to title services, DB Contractor shall comply with the applicable standards identified in Section 15.2.1, including the following requirements:

- Select and contract with one or more title companies approved by TxDOT and deliver to TxDOT a five year sales history, a preliminary title commitment or preliminary title report, and, if necessary or appropriate, copies of all underlying documents and a plot of all easements, including Existing Utility Property Interests, referenced therein for each parcel (including fee acquisitions, slope easements, other drainage and roadway ROW or easements and abandonment of Utility easements) to be acquired by TxDOT for the Project. Each title report shall be dated not more than 90 days prior to the date of submittal to TxDOT of the Acquisition Package for such parcel. DB Contractor shall, at its own cost, review each title report to ensure that it complies with the format required by the Contract Documents. DB Contractor shall, at its own cost, retain the services of a real estate attorney, licensed and located in the State of Texas, to be available for title support and acquisition assistance. All title reports must be in the following required format: clearly indicate which exclusions and exceptions shall be deleted upon acquisition of the subject parcel, and clearly indicate any required deliverables to the title company to clear identified exclusions and exceptions. Title reports shall be in accordance with Good Industry Practice. DB Contractor shall notify the title company, by letter, which exceptions should be removed, including easements that (a) are appurtenant to and/or of benefit to the parcel but are not included in the parcel to be acquired, and (b) are a burden on the parcel and not acceptable.
- Review the preliminary title commitment or report to ensure that all current owners of record title are contacted and that negotiations or condemnation actions are conducted with all appropriate parties.
- Work with the current owners of record title to each parcel or interest in a parcel or their designee and all other appropriate parties to clear any title exceptions or exclusions not acceptable to TxDOT.
- Secure an owner's policy of title insurance in the amount of the total acquisition cost, to include the cost of the property, improvements and damages to the remainder of the property, for each parcel from a title company acceptable to TxDOT for each parcel acquired, whether by deed or eminent domain judgment, insuring title as required by TxDOT. All Project ROW shall be acquired, and TxDOT's title in the Project ROW shall be insured, in fee simple absolute or easement interest as appropriate, free and clear of any and all liens and encumbrances. Title policies must be in a form and substance approved by TxDOT. Title to the Project ROW shall be insured in the name of the "State of Texas by and through the Texas Transportation Commission."

15.3.4 Introduction to Property Owners

DB Contractor shall provide TxDOT the current property owner list, with addresses, and shall pay for the distribution of initial contact letters of introduction to both property owners and displacees. The letters shall clearly describe the Project, TxDOT's need for the owner's property, and shall include the name and telephone number of a DB Contractor's representative. TxDOT's ROW Administrator or designee will sign the letters on TxDOT letterhead. The forms for these letters will be approved by TxDOT prior to use. DB

Contractor shall provide translation for property owners or displacees unable to read or understand the notices.

DB Contractor shall furnish a copy of the State of Texas Landowner's Bill of Rights for each property owner for inclusion with the letter of introduction. The copy of the Bill of Rights shall be the latest version as shown on the Office of Attorney General website: https://www.texasattorneygeneral.gov/agency/Landowners_billofrights.pdf.

15.3.5 **Appraisals**

15.3.5.1 **Appraisal Services**

DB Contractor shall submit to TxDOT with market value appraisals prepared by appraisers meeting the minimum qualifications established herein. DB Contractor shall ensure that all appraisals are prepared in conformance with applicable Law (including the Uniform Act), and in accordance with professional appraisal methods and applicable TxDOT Standards for all parcels to be acquired by TxDOT. DB Contractor shall:

- Select appraisers from TxDOT's list of pre-certified fee appraisers meeting the requirements specified in Section 15.2.7. TxDOT shall have final approval of the selection of each appraiser and appraisal reviewers submitted by DB Contractor. DB Contractor must identify and receive written TxDOT approval of the appraiser who will be responsible for the appraisal work product and who will be signing the reports.
- Establish personal pre-appraisal contact with each owner of record title and each occupant, and document all contacts utilizing forms provided by TxDOT.
- If necessary, make a diligent effort to secure a written agreement between the record title owner and DB Contractor granting TxDOT, DB Contractor or assignees permission to enter the applicable parcel to be acquired (an "ROE Agreement"). DB Contractor may, at its discretion and expense, offer to pay reasonable compensation for any required ROE Agreements. If DB Contractor, after best efforts, is unable to secure a ROE Agreement from the property owner, DB Contractor shall provide documentation acceptable to TxDOT indicating conversations, correspondence, and efforts used to attempt to secure the ROE Agreement.
- Contact the record title owners or their designated representatives, in writing, to offer them the opportunity to accompany the appraiser on the appraiser's inspection of the parcel, and maintain a record of all such contacts and attempts to contact in the parcel file.
- Cause the appraiser to prepare a complete appraisal report for each parcel to be acquired to include the whole property, the portion to be acquired, and any damage to the remainder. It shall also include all improvements on the whole property, unless otherwise directed by TxDOT. The appraisal reports shall comply with and include all matters required by this Section 15.3.5 and TxDOT ROW related manuals, and shall satisfy the requirements of the USPAP in effect at the time the appraisal is submitted. Special analyses, studies or reports, as necessary, shall be made a part of each appraisal. The appraiser must use the most current edition of the USPAP standards referenced above and continually monitor these standards to ensure the appraisals conform to the most current requirements of professional appraisal practice. All appraisals shall utilize TxDOT form ROW-A-5 – Real Estate Appraisal Report. In very limited situations and with written permission from TxDOT on a per parcel basis, the appraiser may utilize TxDOT form ROW-A-6 for less complicated parcels. All appraisals must be performed utilizing guidance from the TxDOT *ROW Manual* and the TxDOT *ROW Appraisal and Review Manual*. All appraisals for condemnation proceedings shall utilize TxDOT form ROW-A-5 – Real Estate Appraisal Report.
- Obtain and provide TxDOT with copies of all written leases, licenses and other occupancy agreements, including outdoor advertising/sign agreements that are not already included in the title commitment.
- Perform an evaluation of all outdoor advertising signs, as required, utilizing the appropriate forms as instructed by TxDOT. The forms shall be completed and executed by the outdoor advertising sign owner.

For all parcels to be acquired that have off-premise outdoor advertising signs (sign structure), the preliminary appraisal package or the appraisal in the Acquisition Package, submitted for TxDOT approval, must include:

Completed and executed appropriate TxDOT forms; and

If applicable, the value of the sign structure as a real property fixture.

Unless the appraiser is advised that the owner of an impacted (displaced) sign structure has elected to relocate the sign structure as personal property, DB Contractor shall prepare a valuation of the sign structure.

DB Contractor shall:

- Cause the appraiser(s) to testify as an expert witness(es) or provide expert witness(es) approved by TxDOT in Special Commissioners' hearings or eminent domain proceedings through jury trial and be available for depositions, other discovery, pre-hearing or pre-trial meetings and appeals, as directed by TxDOT in accordance with the TxDOT *ROW Manual* and USPAP. DB Contractor shall also provide administrative and/or technical support for such proceedings as requested by TxDOT.
- Coordinate with the review appraiser regarding corrections and additional information that may be required for a particular appraisal.
- Cause a report to be prepared by an environmental professional that meets the qualifications set forth in ASTM E-1527-13, Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process, documenting the environmental condition of each parcel, which may be used on field investigations and/or historical review, as appropriate for the particular parcel. As directed by TxDOT, DB Contractor shall submit a summary report of the Phase I site assessment. Upon completion, the report shall be made available to the appraiser(s). A Phase I environmental site assessment or a report provided in a manner approved by TxDOT shall be performed for all properties and submitted with the Acquisition Package. If it is determined that there is a potential environmental risk based on the Phase I report or other reports, then a Phase II investigation shall be performed and submitted to TxDOT before a payment Submittal is submitted for the purchase of the parcel or a Condemnation Package is submitted for approval. A Phase III investigation shall be performed if the Phase II report justifies it. The Phase III report must indicate the approximate cost to remediate the parcel to achieve its current use and its highest and best use. DB Contractor shall prepare timely written notification to TxDOT of any environmental or other concerns associated with the Project ROW or Additional Properties to be acquired that could require environmental remediation or other special attention or which would cause a report to be prepared. In the event that DB Contractor has exhausted all means possible and is unable to access the properties to perform an Environmental Site Assessment Phase II and/or III, DB Contractor may submit the Acquisition Package and Condemnation Package without the Environmental Site Assessment reports. However, DB Contractor shall be responsible for performing and receiving approval from TxDOT for all required Environmental Site Assessments after possession of the property has been obtained through condemnation before commencement of construction.
- Engage the services of, and cause, a land planner to perform or otherwise assist in the preparation of, any and all appraisals. The land planner shall be involved with all parcels with a valuation analysis indicating a highest and best use that is other than the current use of such parcels, or as directed by TxDOT, for certain other appraisals. DB Contractor shall notify TxDOT in writing of each and every instance when the highest and best use of a parcel is different and TxDOT will determine to what degree land planner services will be utilized by DB Contractor.
- Cause the appraiser(s) to prepare updated appraisals, as well as updated appraisal reviews, when required by TxDOT or as needed during eminent domain proceedings. An updated appraisal package shall comply with USPAP and Advisory Opinion, AO-3. At a minimum, the updated appraisal report or new assignment must include:

- A letter of transmittal with a specific reference to the original appraisal report, any changes in market conditions since the original appraisal, any changes in the subject property since the original appraisal, a statement of the current value or extension of the original value opinion, and the listing of the current date of value.
- An updated Page 1 from TxDOT form ROW-A-5 – Real Estate Appraisal Report with the current date of a recent inspection of the subject property and a current date of value. This form needs to have a current signature and date by both the appraiser and the reviewing appraiser in the appropriate spaces on the form.
- Any qualifying and limiting conditions or general assumptions by the appraiser shall be clearly stated and attached.
- A copy of the survey and legal description of the property being acquired, current photographs of the subject property clearly showing the area being acquired, even though the original appraisal report contained photographs of the subject and the area of the acquisition. If there are significant changes to the subject property, the area being acquired, access to the remainder property, damages to the remainder(s), market conditions, the subject property's highest and best use from the previous appraisal, or significant changes in the approaches to value, the property shall be reappraised using the TxDOT form ROW-A-5 – Real Estate Appraisal Report. Appraisers shall refer to the TxDOT *ROW Appraisal and Review Manual* for additional guidance. DB Contractor shall follow these guidelines in producing updated appraisal reports or new assignments and shall discuss specific updating requirements for any complex appraisals with TxDOT before beginning the assignment.

- Prepare and deliver to TxDOT, upon request, a copy of all file documents, as formally requested in discovery motions or request for production.
- Complete with the property owner and furnish, to the appraiser and Relocation Agent, TxDOT form ROW-A-9 – Property Classification Agreement, before appraisal is completed.

15.3.5.2 **Appraisal Review**

In connection with appraisal review, DB Contractor shall:

- Select review appraisers from TxDOT's list of pre-certified fee appraisers meeting the requirements of Section 15.2.7. The review appraiser selected must follow the appraisal guidelines and procedures found in the TxDOT *ROW Appraisal and Review Manual*.
- Determine, in consultation with TxDOT, if additional appraisal reports or technical expert reports are required. Initiate, review, and reconcile each report required.
- Review all appraisal reports for each parcel to determine consistency of methodology, supporting documentation related to the conclusion reached, and compliance with TxDOT Standards, as defined in Section 15.3.5.1 and this Section 15.3.5.2, the TxDOT *ROW Appraisal and Review Manual*, the *Uniform Appraisal Standards of Federal Land Acquisitions*, and the requirements of the Appraisal Foundation's USPAP in effect at the time the appraisal is reviewed. The review appraiser must use the most current edition of the standards referenced above and continually monitor these standards to ensure the appraisals conform to the most current requirement of professional appraisal practice.
- Inspect the subject properties and the sale properties used in direct comparison for each appraisal being reviewed.
- Upon completion of the review outlined above, the review appraiser shall certify in writing to TxDOT that all required standards have been met. This certification will occur by signing on Page 1 of the TxDOT form ROW-A-5 – Real Estate Appraisal Report, in the block provided. The review appraiser will also complete TxDOT form ROW-A-10 – Tabulation of Values, to accompany each appraisal.
- For appraisal updates or new assignments, the review appraiser shall perform a complete review of the updated or new appraisal, re-inspecting the subject property and the comparable sales used, as of the current date of value. The review appraiser shall follow the procedures outlined in the TxDOT *ROW Appraisal and Review Manual*. A new

TxDOT form ROW-A-10 – Tabulation of Values, will be required for each updated appraisal or new assignment.

- DB Contractor's Quality Control Specialist(s) as referred to in Section 15.2.7, shall ensure that appraisal consistency and quality for the entire Project is monitored for Project-wide controls and consistency.

15.3.6 **Project ROW Acquisition Package Approval**

Acquisition Packages submitted by DB Contractor for TxDOT's approval shall include the following items, prepared for each parcel in accordance with the requirements of this Section 15.3.6:

- A cover sheet setting forth the following information for each parcel:
  - Parcel number and number of parts;
  - Station number;
  - CSJ number;
  - Federal Identification Number (if applicable);
  - Location of parcel;
  - Name of owner;
  - County and/or other jurisdiction;
  - Extent of acquisition (partial or whole acquisition); and
  - Type of conveyance (fee, easement, etc.).
- A complete legal description of the parcel adequate to effect the desired acquisition of the parcel, signed and sealed by a RPLS. A legal description and parcel plat are required for each parcel. Control of access shall be addressed in all legal descriptions. All descriptions shall be in recordable form and shall be prepared in a form and manner acceptable to TxDOT in all respects.
- The parcel plat, as prepared by the RPLS, and a half-size (11 inches by 17 inches) copy of the ROW map sheet(s) pertaining to the parcel, such plat to include control of access designations.
- A title report, current within 90 days, including copies of all documents identified in the exceptions listed therein and a plot of all easements identified therein. The Acquisition Package shall include DB Contractor's analysis of each preliminary title report or title commitment to determine potential problems and proposed methods to cure title deficiencies. DB Contractor shall perform title curative work. DB Contractor shall provide TxDOT with copies of all curative documents.
- A copy of the appraisal report with an effective date no earlier than 180 days prior to the date of submission of the Acquisition Package.
- A copy of the Environmental Site Assessment and all amendments as described in Section 15.3.5.1.
- A real/personal property report (TxDOT form ROW-A-9 – Property Classification Agreement) detailing the items making up each parcel are classified as real estate, tenant-owned improvements or personal property. Particular attention shall be paid to items that have questionable classifications.
- Replacement Housing Calculations, notification of business eligibility, completed displacee interviews, all comparables used in estimating the Replacement Housing Calculations, and letter to displacee(s) explaining Replacement Housing Calculations. Calculations and replacement housing benefit package shall be prepared and reviewed by a qualified specialist, in conformance with TxDOT's standard relocation procedures and applicable to State and Federal Laws.
- The proposed initial offer letter, MOA, deed, and any other documents, which shall be prepared by DB Contractor as required or requested by TxDOT, on DB Contractor's letterhead or as otherwise directed. TxDOT will provide the format for preparing these documents. Documents referred to in this Section 15.3.6 are standardized by TxDOT and modification of standardized documents shall be kept to a minimum. All changes are subject to approval by TxDOT in writing, in TxDOT's discretion.

- Any other required TxDOT forms, such as record of all contacts with the property owner or any party with a compensable interest.

No Acquisition Packages will be approved if performed or submitted by appraisers or agents not previously approved by TxDOT for this Project.

Upon TxDOT's prior written approval of the Acquisition Package, DB Contractor may proceed with the offer to the property owner.

15.4 Acquisition Activities

15.4.1 ROW Negotiations

DB Contractor shall conduct all negotiations in accordance with the requirements of applicable Law. In conjunction with negotiations, DB Contractor shall:

- Within 10 Business Days of TxDOT's approval of the Acquisition Package, contact each property owner or owner's designated representative, in person where practical, to present the offer and deliver an appraisal report (not more than six months old) and appropriate brochures. The approved appraisal shall be sent by certified mail, return receipt requested. A copy of the appraisal report for the subject property shall be provided to the property owner or authorized representative at the time of initial offer. All appraisal reports produced or acquired by TxDOT relating specifically to the property owner's property and prepared in the 10 years preceding the date of the offer must also be delivered to the property owner. DB Contractor shall also maintain a file record of receipt of appraisal signed by the property owner. DB Contractor shall also maintain follow-up contacts and secure the necessary documentation and title curative Work upon acceptance of the purchase offer.
- At the time of offer, produce and distribute to all property owners and displacees, TxDOT approved informational brochures and the State of Texas Landowner's Bill of Rights as updated on the Office of the Attorney General's website: https://www.texasattorneygeneral.gov/agency/Landowners_billofrights.pdf.
- Identify lessees, licensees, occupants, or other parties with potential compensable interests including outdoor advertising sign owners, and, if appropriate, after consultation with TxDOT, negotiate with such parties for the acquisition of their compensable interests.
- Advise the property owners, lessees, licensees, occupants, and other holders of compensable interests, as applicable, of the administrative settlement process. Confer with and transmit to TxDOT's ROW Administrator any settlement request from property owners, lessees, licensees, occupants, or other holders of any compensable interest, as applicable, including a detailed recommendation from DB Contractor in accordance with standards, manuals and procedures as defined in Section 15.2.1. TxDOT shall determine whether to accept a settlement request. Delivery of the administrative settlement request and DB Contractor's recommendation to TxDOT must occur within 15 Business Days following DB Contractor's receipt of the administrative settlement request.
- DB Contractor, at its request or the request by TxDOT or the TxDOT Administrative Settlement Committee, may participate in the evaluation of the administrative settlement request and attend the committee meeting.
- DB Contractor shall provide a letter stating the TxDOT Administrative Settlement Committee's response to the property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable. DB Contractor shall deliver all settlement responses (if within reasonable proximity of the Project) by hand within three (3) Business Days after receipt. If this delivery method is not feasible, DB Contractor shall mail (return receipt requested) response letters not more than three (3) Business Days following any decision by the TxDOT Administrative Settlement Committee. If DB Contractor selects the mailing option, DB Contractor shall contact the property owner to discuss the settlement offer prior to mailing the response letter. The TxDOT ROW Administrator, on an as-needed basis, will convene the TxDOT Administrative Settlement Committee.

- Notwithstanding an unsuccessful completion of the formal administrative settlement process, DB Contractor may engage in ongoing negotiations with the owners of compensable interests. DB Contractor shall develop and incorporate in its ROW Acquisition Management Plan a procedure for these negotiated settlements. Said negotiations may continue until such time as the Texas Transportation Commission adopts a minute order authorizing the filing of a condemnation petition. DB Contractor shall submit its recommendation to TxDOT of a negotiated settlement and obtain TxDOT's consent prior to acceptance of any settlement.
- Provide timely (i.e., not more than 10 Business Days after inquiry) response to the verbal or written inquiries of any property owner, lessee, licensee, occupant or other holder of a compensable interest, as applicable.
- Prepare a separate negotiator contact report for each meeting or conversation with any person (or other appointed representative(s) supported by a written confirmation of appointment) who has a compensable interest in each parcel on TxDOT form ROW-N-94 – Negotiator's Report. Contact reports shall also be prepared for unsuccessful attempts to contact such persons.
- Maintain a complete parcel file for each parcel. All original documentation related to the purchase of the real property interests shall be maintained (housed separately from the relocation files) in conformance with TxDOT Standards, manuals, and procedures, as defined in Section 15.2.1. All original Project ROW documents shall be retained and properly secured in DB Contractor's Project office or as otherwise approved by TxDOT. Signed original documents shall be forwarded to TxDOT with a transmittal form periodically or as requested by TxDOT *provided, however*, that all remaining original documents shall be forwarded upon completion of the acquisition of Project ROW for the Project.
- Prepare and deliver documents of conveyance (including bisection clause and access clause, if applicable) to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable, and obtain their execution of the same. All signatures on documents to be recorded shall be notarized in accordance with State Laws.
- Pursue and obtain PUA concurrently with the parcel negotiations. Except as otherwise set forth in this paragraph, each PUA shall include an incentive in the form of market rental consideration for the advance possession and use of the property and shall be in the form of Form ROW-N-PUAIC included in Attachment 15-1 (Form ROW-N-PUAIC). The amount of the market rental consideration shall be 10 percent (10%) of the approved value of the property, provided the minimum amount of the incentive shall be $3,000 per parcel and the maximum amount shall be $25,000 per parcel. For properties for which the Special Commissioners' hearing is within 30 days of the date of the PUA, the PUA shall not include market rental consideration and shall be in the form of Form ROW-N-PUA included in Attachment 15-2 (Form ROW-N-PUA). Such agreements shall be sought and negotiated by DB Contractor strictly in accordance with the Law and only with the prior written consent of TxDOT. If DB Contractor uses a TxDOT PUA, DB Contractor shall obtain a deed or commence action on condemnation proceedings by submitting a Condemnation Package to TxDOT for approval within six months from the date of the PUA. No other conveyance documents shall be used for the purpose of Construction Work unless otherwise approved by TxDOT.
- Consider all reasonable settlement requests (that comply with the regulations as outlined in this Section 15.4.1) from the property owners, which are feasible and help expedite the Project ROW acquisition process. DB Contractor acknowledges and understands that TxDOT encourages all positive and creative solutions which satisfy the property owner and promote the success of the Project.
- DB Contractor shall prepare and deliver a final offer letter to the property owners, lessees, licensees, occupants, or other holders of any compensable interest, as applicable. The letter shall be on DB Contractor's letterhead and shall be signed by the ROW AM. The final offer letter shall allow a property owner lessee, licensee, occupant or other holder of compensable interest at least 14 days as the consideration time period to

review the final offer. DB Contractor shall submit to TxDOT, a copy of the final offer letter within two (2) days of delivery to the property owner.

If the final offer letter is not accepted, DB Contractor shall follow the procedures established for condemnation.

15.4.2 Relocation Assistance

DB Contractor shall coordinate and perform the administrative requirements necessary to relocate any occupants and personal property from Project ROW and certain remainders, as authorized by TxDOT. All Work prepared by DB Contractor with respect to relocation assistance shall be performed in accordance with applicable Law, including the Uniform Act and TxDOT Standards, and in accordance with all provisions of the DBA and these DB Specifications.

DB Contractor shall be available to all displacees for relocation services at the convenience of the displacees.

DB Contractor's major activities with respect to the relocation assistance of occupants from Project ROW include:

- Prepare a Relocation Plan in accordance with the TxDOT *ROW Manual*, Volume 3 within 90 days after receipt of NTP1, as part of an updated ROW Acquisition Management Plan.
- Monitor relocation assistance activities and provide advisory services.
- Prevent fraud, waste and mismanagement.
- Assist with all requests and be responsible for carrying out decisions made by TxDOT, the review/appeal process and judicial reviews.

DB Contractor shall provide relocation assistance strictly in accordance with the Law, and, in particular, the Uniform Act and TxDOT Standards. With respect to relocation assistance, DB Contractor shall:

- Provide written notice to all property owners, lessees, licensees, occupants, other holders of compensable interests, and other potential displacees regarding relocation assistance and produce and provide them with a relocation assistance brochure that has been approved by TxDOT. DB Contractor shall perform relocation interviews, complete and maintain interview forms and discuss general eligibility requirements, programs, and services with potential displacees. DB Contractor shall maintain a written record of all verbal contacts.
- Give written notice of the pending acquisition to any non-eligible occupants. Any questions as to the eligibility of a potential displacee shall be directed in writing to TxDOT's ROW Administrator.
- Contact and provide relocation assistance to those parties affected by the Project ROW acquisition and complete forms for all displacees, as required.
- Locate, evaluate and maintain files on comparable available housing, commercial, retail and industrial sites.
- Calculate replacement supplement benefits.
- Compute and submit requests for relocation rental/housing supplement to TxDOT prior to submission to relocatees. All relocation supplements shall be subject to TxDOT's written approval.
- Perform a DSS inspection for each replacement housing comparable, photograph the comparable and complete the DSS inspection form, TxDOT form ROW-R116 – Replacement Housing Inspection.
- Obtain at least two moving estimates from moving companies to effect relocation of personal property or consistent with the Uniform Act.
- Prepare moving plan with appropriate photos, sketches and inventory of personal property to be moved.
- Coordinate moves with displacees and moving companies in accordance with TxDOT Standards and the Uniform Act.

- Maintain relocation contact logs on a TxDOT form ROW-R96-R – Relocation Advisory Assistance – Parcel Record.
- Attend all closings on replacement properties, if requested by any party involved, and assure supplemental payments, if any, are properly distributed.
- Process and compute increased interest payments on the mortgage of owner-occupied dwellings, as required.
- Deliver to displacees a 90-day notice of eligibility letter simultaneously with the delivery of the relocation benefits package. Deliver a 90-day letter to displacees with the location of the comparable property used to compute the supplement.
- Deliver a 30-day notice to displacees and property owners upon Possession of Project ROW.
- Notify TxDOT, in writing, when displacee has vacated or abandoned the affected dwelling or structure. In addition, insure displacee has removed all personal property from the Project ROW.
- Notify TxDOT's ROW Administrator office immediately if a displacee has not moved after 30-day notice expires. Special effort and consideration should be extended to the displacees in the move out process. If the displacees have not moved from the State-owned ROW and eviction is necessary, DB Contractor must provide written request to TxDOT to begin eviction proceedings. The request must include written evidence of the due diligence efforts to vacate the displacees. Prepare a written recommendation to facilitate the displacee's move.
- Be available for any appeals or hearings.
- Prepare relocation payment claim submissions for all displacees and all relocation assistance benefits.
- Verify DSS dwelling criteria on all replacement housing as selected by the displacees.
- Secure dwellings and structures no later than 10 days after vacancy and protect the Project ROW following acquisition and relocation. It is DB Contractor's responsibility to ensure that all occupied and vacated improvements maintain insurance coverage or assume liability through completion of demolition.
- Maintain a complete file, separate from acquisition files, on each displacee and make available for inspection.
- Be responsible for all relocation activities that may occur after deposit of the Special Commissioner's award in the courts, including instances when a parcel referred to the Office of the Attorney General for eminent domain also has a relocation issue. Relocation computations shall be adjusted based on the approved administrative settlement and court award.
- Prepare all correspondence to the displacees or their representative(s) on DB Contractor's designated relocation letterhead and have DB Contractor's correspondence signed by the Project ROW relocation agent.
- Deliver to each displacee the relocation assistance payments according to the TxDOT *ROW Manual*, Volume 3.
- Assist TxDOT and the Office of the Attorney General with eviction proceedings. Serve notice of eviction proceedings to the occupant(s) of the property who have not complied with move dates. Coordinate the eviction process with the local authorities and accompany the Sheriff's Department when the local authorities are carrying out eviction.

15.4.3 Closing Services

For purposes of closing services, DB Contractor shall:

- Submit a closing Submittal to TxDOT for review a minimum of 24 hours prior to closing. Closing Submittals shall include the following:
  - A reference to the disposition of any environmental matters;
  - Updated title commitment, no more than 15 days prior, with notations indicating the disposition of all schedule "B" and "C" items;
  - A copy of the executed warranty deed to be delivered;

- A proposed closing statement indicating disposition of all proceeds;
- A copy of any and all release(s) of liens;
- A copy of any miscellaneous documents and other curative matters required to be delivered at closing; and
- A copy of the closing memorandum outlined in item (b) below.

- Prepare the escrow agreement and closing documents, including a closing memorandum identifying all parties involved in the closing, and listing all documents to be executed and/or delivered in connection with the closing.
- Attend closings; provide curative documents and exhibits, as required, and in conjunction with the applicable title company. Confirm that all conditions to closing are satisfied and notify TxDOT of all closing appointments.
- Obtain and submit to TxDOT a copy of the issued title insurance policy and recorded conveyance document based on the approved updated title commitment within 45 days following closing.

15.4.4 **Condemnation Support**

DB Contractor shall support condemnation efforts as directed by TxDOT and further delineated as follows:

- Conduct all applicable eminent domain-condemnation activities in accordance with the policies and procedures as described in the TxDOT *ROW Manual*, Volume 4; in the TxDOT *ROW Appraisal and Review Manual*, or as revised; in Chapter 21 of the Texas Property Code; and Senate Bill 18.
- Communicate with TxDOT as to the parcel status on a monthly basis or as requested by TxDOT.
- Notify TxDOT of any potential condemnation and document the reason(s) for condemnation including recommendations for property closure.

15.4.4.1 **Condemnation Package Preparation**

DB Contractor shall support condemnation efforts as directed by TxDOT and further delineated as follows:

- After non-response or upon receipt of a copy of the rejected final offer from a property owner or other property right holder entitled to compensation, request an updated title report from the title company issuing the original title commitment.
- Provide to TxDOT, within 10 days following non-response or rejected certified mailing, notification thereof together with a signed and sealed parcel description and parcel plat, and a bisection clause and access clause, if necessary, with the clauses attached to a property exhibit containing the parcel description and parcel plat.
- Use the information from the title report to join all parties having a property interest on the applicable TxDOT form. Spouses of property holders with compensable rights must also be joined.
- Upon completion of TxDOT form ROW-E-49 – Request for Eminent Domain Proceedings, prepare a condemnation packet containing two copies each of the following documents: the completed TxDOT form, negotiation logs, the updated title report not more than 30 days old, appraisal receipt acknowledgment, pre-appraisal contact sheet, signed and sealed field notes, parcel sketch, bisection clause and access clause exhibits (if necessary), initial offer letter and final offer letter reflecting the latest appraisal, complete minute order request form (form to be provided by TxDOT), any correspondence sent by DB Contractor ,the owner of the compensable interest or any of their representatives, one copy of all the appraisal reports and evidence of a bona fide offer to the property owner. Submit two complete Condemnation Packages to TxDOT's ROW Administrator for review and approval.

15.4.4.2 **Condemnation Support Upon Approval of a Condemnation Package**

DB Contractor shall support condemnation efforts as directed by TxDOT and further delineated as follows:

- Send a copy of the complete petition to the title company and confirm with the title company that the appropriate parties were joined in the case and that no changes in title have occurred since the original litigation guaranty was issued.
- File the petition for condemnation with the appropriate court clerk after a determination that a timely settlement is not feasible. In counties that require e-filing, the Office of the Attorney General will e-file as appropriate and provide a copy of the petition to TxDOT. DB Contractor shall record the lis pendens in deed records with the appropriate county. No later than three (3) Business Days from the date of filing, DB Contractor shall send a copy of the petition and lis pendens, by certified mail, return receipt requested, to the owner, lessee, licensee, occupant or other holder of compensable interest. DB Contractor shall provide a copy of the petition and lis pendens to TxDOT.
- Coordinate and provide technical support to TxDOT, as required to facilitate filing the petition. The Office of the Attorney General will file petitions as required by Law. DB Contractor shall provide the location and setting of a hearing date.
- Make available to TxDOT on behalf of the Office of the Attorney General an agent who will be expected to assist in making arrangements for conferences with witnesses prior to trial, filing the condemnation petition, informing all parties as to the filing date of the petition and the case number assigned to the suit, and perform any other duties which will assist in the successful prosecution of the suit, including his or her attendance in court and filing necessary documents to complete all eminent domain proceedings.
- Depending on the market conditions or if over six months have elapsed since the date of the initial offer, notify TxDOT.TxDOT will contact the Assistant Attorney General handling the case for TxDOT and confer about the advisability of preparing an updated appraisal. If it is determined that an updated or new appraisal is necessary or desirable, obtain such appraisal using the same procedures as described in Section 15.3.5.1. DB Contractor must also undertake appraisal review as described in Section 15.3.5.2.
- Submit the updated appraisal or new assignment to TxDOT for review and approval. Once approved, TxDOT shall transmit the approved appraisal to the Office of the Attorney General. TxDOT must approve any updated appraisals or new assignments. If an updated appraisal or new assignment is approved, notify the property owner or other holder of a compensable interest, as applicable, and submit a copy to TxDOT.
- Be responsible for coordinating the pre-hearing meeting with TxDOT on behalf of the Office of the Attorney General and all others required for testimony or exhibit preparation.
- Schedule all court reporter services, transcription services, expert witnesses, exhibits, and exhibit workbooks as directed by TxDOT.
- Serve in person, a “Notice of Hearing” not later than 20 days before the date of the Special Commissioners’ hearing or other hearings and notice requirements as directed or authorized by the court.
- Call and send reminder letters two to three weeks in advance of any hearing to the assigned attorney, engineer, technical experts, appraiser, the commissioners, court reporter, and TxDOT’s ROW Administrator concerning hearing dates.
- Upon completion of the hearing, prepare TxDOT form ROW-E-73 – Data Sheet – Special Commissioner’s Hearing, and Commissioners’ time sheets. DB Contractor shall make payment to all commissioners involved in the hearing and include payment for commissioners as part of general Project ROW services.
- Timely file and provide proper service of citations if objections are filed after completion of the Special Commissioner’s hearing and promptly submit evidence of filing and copies of all filed documents to TxDOT. As directed by TxDOT and the Office of the Attorney General, DB Contractor, at its cost, shall order transcripts of such hearing.
- Coordinate and provide support to TxDOT’s counsel, and facilitate distribution of copies of award, prepare request for payment, and file notice of deposit.

15.4.4.3 Condemnation Support by an Expert Witness

DB Contractor shall support condemnation efforts as directed by TxDOT and further delineated as follows:

- DB Contractor shall provide an individual or individuals having sufficient knowledge of the design of the Project to appear as an expert witness for testimony at the Special Commissioners' hearing or other proceedings. This individual or individuals are also responsible for preparing exhibits as requested by TxDOT or the Office of the Attorney General in support of said testimony. Exhibits shall be left in the custody of TxDOT at the close of the hearing.
- DB Contractor shall coordinate with TxDOT on behalf of the Office of the Attorney General regarding expert witnesses needed to testify on behalf of the State at the Special Commissioners' hearing and subsequent proceedings including jury trials. At the request of the Office of the Attorney General or TxDOT, DB Contractor shall provide all necessary expert witnesses including: engineering, land planners, real estate specialists, cost estimators, outdoor advertising sign experts, and environmental specialists, and DB Contractor shall appear as expert witness or fact witness, as requested. DB Contractor shall also make any Subcontractors available to appear as an expert witness or fact witness, as requested at the Special Commissioners' hearing or subsequent proceedings until Final Acceptance of the construction project and through any maintenance agreement periods. The selection of all expert witnesses to be used for jury trials shall be determined by the Office of the Attorney General.
- DB Contractor shall require expert witnesses with all exhibits and documents to be present at a pre-hearing meeting.
- Coordinate with TxDOT on behalf of the Office of the Attorney General as to expert witnesses as required by the Office of the Attorney General. DB Contractor shall provide the expert witnesses at the request of TxDOT or the Office of the Attorney General. The expert witness report, if required, shall be completed and forwarded to the appraiser before the updated appraisal is completed.
- Appear or provide for the appearance of expert witness(es) or fact witness(es) when requested by TxDOT or the Office of the Attorney General. The appearances may include pre-commissioner's hearing preparations, Special Commissioner's hearings, subsequent proceedings including jury trials and related proceedings and as other needs arise.

15.4.5 Clearance/Demolition of Project ROW

Prior to demolition of any improvements, DB Contractor shall provide to TxDOT photographs of the subject property and all improvements. If legal proceedings are initiated, all photos of personal property and any other items in dispute shall be in and of a quality suitable for presentation as evidence in court. Following acquisition or possession of any parcel of Project ROW, DB Contractor shall:

- Within 10 days from vacancy of the property, secure and protect the buildings, improvements and fixtures on the Project ROW until they are disposed of or demolished. DB Contractor shall board-up, mow, fumigate and winterize as required by TxDOT or applicable Law.
- Coordinate with the owner and occupants to assure the clearance of personal property from the Project ROW, as applicable.
- Provide for any insect and rodent control and initiate extermination as required to protect the adjacent properties and rid the Project ROW from infestations.
- Secure Governmental Approvals required for demolition and environmental surveys or tests, notify TxDOT in writing of all such activities, and provide copies of such Governmental Approvals to TxDOT.
- To the extent required by Section 15.2.11, prepare necessary documentation for disposal of improvements, fixtures and buildings in accordance with applicable Laws and submit the same to TxDOT.
- Provide written notification to TxDOT of any abandoned personal property remaining on the Project ROW.
- Terminate all utility service(s) when appropriate.

- Process all required forms, documents and permit applications in order to proceed with the timely demolition or removal of any and all improvements, buildings and fixtures located within the Project ROW, as applicable.
- Demolish and/or remove all improvements.
- Notify TxDOT upon completion of the demolition and clearance of the Project ROW, as applicable.

15.4.6 **Payment Submittal**

DB Contractor must submit a payment Submittal for any item that is a TxDOT payment responsibility as outlined in this Item 15. A payment Submittal shall consist of:

- completed payment request forms for each type of payment;
- all required appropriate documents as shown on each payment request form; and
- Form AP-152 (Texas Identification Number).

The State's warrant will be returned to DB Contractor's ROW AM.

15.4.7 **Property Fence**

In connection with fences, DB Contractor shall comply with the policies and procedures of the TxDOT *ROW Manual*, as well as the TxDOT Standard Specifications. Fencing standards for DB Contractor-provided fencing shall conform to the overall aesthetics requirements in the Contract Documents and referenced standards.

15.4.8 **Property Fencing for Public Properties**

Where public facilities now exist that are in high risk areas for public use (particularly those containing parks, sport areas, schools or any highly traveled pedestrian areas), DB Contractor shall construct similar like fence as in the preexisting condition or, at a minimum, construct a 6-foot-high chain-link fence with metal posts if no fence was in the preexisting condition. DB Contractor shall use Good Industry Practice in fencing public properties to control public access to the Project.

15.4.9 **Property Fencing for Private Properties**

DB Contractor shall instruct the appraiser to use the "Cost to Cure" format to compensate an owner of private property for a replacement fence when the Project ROW line leaves one or more unfenced remainder property(ies) that were fenced before the taking. Compensation for the new fencing will be based upon the same type of fence as the property owner's existing fence.

When the property owner is paid through the appraisal process for the cost to rebuild the fence on the remainder property, DB Contractor shall include the following clause in the MOA or the purchase agreement for such property:

"It is further understood and agreed that the Grantor has been compensated for the construction of a new fence and shall be responsible for constructing the necessary fencing within 30 days from the date of closing. Grantor specifically understands and agrees that the fences are the property of the Grantor and they shall be liable and responsible for any reconstruction, maintenance, or adjustment with regard to such fencing."

DB Contractor shall make reasonable and good faith efforts to ensure that the property owners, who have been compensated for fencing of the remainder properties, erect the fence in accordance with the construction schedule.

If necessary to maintain the Project construction schedule and to control unauthorized access to the Project ROW by the public or livestock, DB Contractor shall be responsible for providing temporary fencing in cases where the property owner refuses to fence the property within the allotted timeframe.

After the property owner's retention period has expired and if any existing fencing remains, DB Contractor shall remove the existing fences from the newly acquired Project ROW and will be responsible for all costs associated therewith.

15.5 **Early ROW Acquisition**

TxDOT will notify DB Contractor if certain Project ROW parcels are scheduled to be acquired by TxDOT or Governmental Entities prior to NTP2. TxDOT will update DB Contractor regularly on the status of the acquisition process for each parcel.

DB Contractor shall complete the acquisition process for Project ROW parcels not acquired by TxDOT and coordinate the scheduling of all remaining Project ROW acquisitions.

Item 16
Geotechnical

16.1 **General Requirements**

DB Contractor shall perform all investigations, testing, research, and analyses necessary to effectively determine and understand the existing surface and subsurface conditions within the Project ROW needed to carry out the Work.

DB Contractor shall ensure the geotechnical investigations and analyses are both thorough and complete, to provide accurate information for the design of roadways, pavements, foundations, structures, embankments, excavations, slopes, temporary special shoring , and other facilities that result in a Project that meet the requirements of the Contract Documents.

All geotechnical work shall be performed in accordance with the latest versions of the TxDOT *Geotechnical Manual* and the TxDOT *Pavement Manual*.

DB Contractor shall comply with the TxDOT *Pavement Manual* and this Item 16, for the pavement design and quality acceptance process. Where there is a conflict between the requirements of these documents, the requirements in these DB Specifications shall take precedence.

16.2 **Geotechnical Investigation**

16.2.1 **Geotechnical Investigation for Pavement Design**

DB Contractor shall determine the specific locations, frequency, and scope of all subsurface investigations, testing, research, and analyses necessary to design a safe and reliable pavement foundation for the Project in accordance with TxDOT's geotechnical requirements in the TxDOT *Pavement Manual* and this Item 16. DB Contractor shall take all soil borings within and along the proposed roadbed alignment.

DB Contractor shall utilize drilling and field investigation measures that safeguard groundwater from contamination, and shall be responsible for any mitigation or restoration associated with the geotechnical investigation work.

DB Contractor shall prepare and amend as needed its Geotechnical Engineering Reports documenting the assumptions, conditions, and results of the geotechnical investigation and analyses in accordance with the TxDOT *Pavement Manual*.

Each Geotechnical Engineering Report, upon completion and including any later supplements or amendments, shall be submitted to TxDOT for review and comment no later than 10 Business Days prior to commencement of the applicable Design Work.

DB Contractor shall submit the final Geotechnical Engineering Report and the Pavement Design Report to TxDOT for approval with the RFC Documents no later than 10 Business Days prior to commencement of the applicable Construction Work. Each report shall be signed and sealed by a PE.

16.2.1.1 **Soil Testing Requirements**

DB Contractor shall use the TxDOT *Pavement Manual* to determine the frequency of subgrade soil survey exploration for use in determining plasticity index, liquid limit, moisture content, organic content, sulfate concentration, soil classification and calculating PVR (Tex-124-E) as it relates to pavement design. Borings shall terminate at the depth recommended in the PVR evaluation below the top of the proposed untreated subgrade elevation and sampling shall be performed with Shelby tubes or a continuous sampler system.

The DB Contractor shall develop the scope of testing and the evaluation for analyzing the subgrade and existing pavement structure to supplement the Pavement Design Report. DB Contractor shall use the TxDOT test procedures in Table 16-1 to characterize the subgrade soils or borrow material for pavement design:

Table 16-1: Soil Exploration & Testing

Testing	Properties
Dynamic Cone Penetrometer (DCP) (ASTM D6951)	subgrade soil shear strength
Soil Classification (Tex-104-106-E, Tex-110-E, Tex-142-E)	plasticity, particle distribution, percent binder and soil classification
Soil Mineralogy (Tex-145-E, Tex-148-E)	sulfate content (ppm) and percent organic content
Soil Treatment Design (Tex-120-E, Tex-121-E, Tex-127-E)	target stabilizer content, compressive strength, max. dry density, and optimum moisture content

16.2.2 Geotechnical Investigation for Other Elements

The subsurface investigation shall include but not be limited to soil borings, test pits, rock coring and pavement coring. DB Contractor shall determine the specific locations, frequency, and depth of test holes in accordance with the guidelines in TxDOT *Geotechnical Manual*. The scope of the subsurface geotechnical investigations shall include field and laboratory testing, research, and analysis that DB Contractor considers necessary to provide a safe and reliable roadway, embankment and cut slopes, bridge foundations, noise and sign structures, drainage structures, temporary and permanent retaining walls, excavation support systems, and any other facilities for the Project.

DB Contractor shall ensure the depth of the test hole is adequate for the anticipated structure foundation type and loading, excavation depths, and scour.

DB Contractor shall ensure that the groundwater monitoring methods and durations are adequate to determine groundwater levels and their impacts on the design and construction. DB Contractor shall employ field investigation measures that avoid groundwater contamination and shall be responsible for all mitigation and/or restoration associated with the geotechnical investigations.

DB Contractor shall prepare and amend, as needed, its Geotechnical Engineering Reports documenting the assumptions, conditions, and results of the geotechnical investigation and analyses, including the following:

- The geology of the Project area, including soil and/or rock types, and drainage characteristics.
- Descriptions of field investigations and laboratory test results used to characterize subsurface conditions. Boring logs shall be provided including descriptions of the soil/rock, Texas Cone Penetration test results, in-situ test results, and percent recovery and RQD for rock cores. TxDOT log form 513 shall be used as required by TxDOT *Geotechnical Manual*.
- Laboratory testing shall include moisture content, plasticity index, gradations for each major soil strata change, levels of shrink/swell potential, soil corrosivity, soil compressibility, compaction characteristics (Proctor tests), and properties in accordance with TxDOT and ASTM geotechnical testing standards. Other field exploration and laboratory testing shall be performed as appropriate.
- A discussion of surface and subsurface site conditions and testing results with reference to specific locations on the Project.
- Design and construction parameters resulting from the geotechnical investigation and analysis.
- Discussions of structure foundation type selection considerations including suitability of subsurface conditions anticipated loads, scour, and construction staging. As required by TxDOT *Geotechnical Manual*, bridge foundations shall consist of either drilled shafts or piling.
- Geotechnical analyses for foundations of drainage structures, bridge structures, noise and sign structures, retaining walls, sound walls and embankments. The analyses shall include recommended bearing strata, deep foundation length and evaluations of bearing capacities and predicted settlements.

- Slope stability analyses for embankment and excavation, including roadway section, and retaining wall slopes including both short-term (undrained) and long-term (drained) conditions, and discussion of design measures undertaken to ensure stability and safety of all slopes. The design minimum factor of safety required for global stability of all slopes and retaining walls shall be in accordance with the TxDOT *Geotechnical Manual*. The analysis shall consider the potential for long-term surficial slide failures common to high plasticity clays in Texas, and specific recommendations shall be provided to minimize their occurrence
- Evaluation of applicable retaining wall types including design and constructability considerations. Both temporary and permanent retaining walls shall be evaluated. DB Contractor shall ensure the design of retaining walls are evaluated in accordance with the TxDOT *Geotechnical Manual* and the associated TxDOT Standards for the wall type considered. Analyses of global stability for each retaining wall shall be performed to ensure the minimum factors of safety for global stability required by the TxDOT *Geotechnical Manual* have been achieved.
- Quantitative settlement analyses are intended to predict the post-construction settlements at the finished ground surface. These analyses shall consider both total and differential settlements. Quantitative settlement analyses shall consider the compressibility of the proposed fill and the underlying soil and rock and their potential for settlement due to the weight of the fill and the weight of proposed structures. These evaluations shall consider but not be limited to primary consolidation, secondary compression, hydro-compression, and expansion. Settlement analyses shall be performed for all approach embankments to grade separation and other bridge structures.
- Recommendations for instrumentation and monitoring of settlement, stability, vibrations, etc. during construction as required to achieve safe and reliable construction staging and to ensure safety of existing facilities and travelling public.
- Plan view of field sampling locations (field test plan), boring logs and other field data, laboratory test results, calculations, and analyses that support design decisions.

The report shall:

- Document that adequate investigation, testing, analysis, design, mitigating measures and construction planning are applied to assess and provide for the effects of swell pressures from expansive soil and rock materials on foundations, pipes, and earth retaining structures.
- Provide design and construction parameters derived from geotechnical investigations for the design of structure foundations, pipes, pavements, slopes, embankments, detention ponds and earth retaining structures
- Assess the corrosion potential of the soil and rock materials and conditions that will be encountered, and the impacts to planned surface and subsurface facilities.

Each Geotechnical Engineering Report, upon completion and including any later supplements or amendments shall be submitted to TxDOT for review and comment.

16.3 Pavement Materials Requirements

DB Contractor shall incorporate the following requirements into the pavement designs, plans, quality control and quality assurance programs, and the field construction procedures. DB Contractor shall conduct all Work necessary to meet the requirements for this Item 16 in accordance with the requirements of this Item 16 and TxDOT Standard Specifications.

16.3.1 Subgrade Material Composition

DB Contractor shall analyze subgrade material composition, and perform necessary construction procedures to address the following subgrade soil limitations.

- **Sulfate Content.** DB Contractor shall mitigate soluble sulfate induced heave by reducing soluble sulfate concentration to a level under 3000 ppm. DB Contractor shall follow Tex-145-E for measuring sulfate contents. When quantities of soluble sulfates detected are greater than 3000 ppm, DB Contractor shall determine the source of the sulfates and

whether there are even greater concentrations in the general proximity or that would be created when materials are pulverized in and surrounding the sampled location. DB Contractor shall use the TxDOT *Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures* and TxDOT *Standard Specification Items 260, 265 and 275* for testing and detection and integrate these procedures with construction practices.

- **Organic Content.** DB Contractor shall evaluate subgrade soils for organic content using Tex-148-E and in accordance with general guidelines given in Chapter 3 of the TxDOT *Pavement Manual*, considering soil variability within the Project limits. If the organic content of the soils is greater than 1%, DB Contractor shall determine the appropriate type and quantity of additives to compensate for these organic levels to obtain minimum subgrade treatment requirements. As a minimum, stabilizer contents shall meet the requirements of Tex-121-E, Part III.

16.3.2 Treated Subgrade

For lime treatment, DB Contractor shall meet the requirements of Part I of Tex-121-E. For cement treatment, DB Contractor shall meet the requirements of Part I of Tex-120-E. For lime-fly ash treatment, DB Contractor shall meet the requirements of Tex-127-E. Any subgrade that does not conform to these treatment requirements, shall not be included in the pavement design. To use the treated layer as part of the proposed pavement structure DB Contractor shall use the TxDOT *Guidelines for Modification and Stabilization of Soils and Base for Use in Pavement Structure*.

When swelling soils are present, DB Contractor shall stabilize the moisture conditions in the pavement structure by extending the treated subgrade at least four feet beyond the edge of the pavement.

16.3.3 Treated Base

Treated base may be modified with cement, lime, lime-fly ash, or asphaltic binders.

Base materials to be treated shall meet the specifications for the type and grade specified in accordance with TxDOT *Standard Specification Item 247*. Cement treatment wet/dry strengths shall meet the strength requirements in Table 16-2. For other stabilizers, DB Contractor shall meet the requirements set forth in the applicable TxDOT Standard Specification.

When cement is used to treat the base materials, DB Contractor shall determine the target cement content meeting the minimum and maximum UCS and 24-hour submerged strength requirements shown in Table 16-2 when tested in accordance with Tex-120-E.

Table 16-2: Minimum and Maximum Strength Values to be Achieved When Using Cement for Treatment, by Pavement Type

Pavement Type	Minimum 24-hour submerged strength (psi)	Minimum 7-day UCS (psi)	Maximum 7-day UCS (psi)
Flexible pavement	240	300	500
Rigid pavement	400	500	No maximum

When lime is used to treat the base materials, DB Contractor shall determine the required lime content using Tex-121-E.

When lime-fly ash is used to treat the base materials, DB Contractor shall determine the required lime-fly ash content using Tex-127-E.

When asphalt is used to treat the base materials, DB Contractor shall determine the required asphalt content using Tex-126-E and an approved TxDOT Standard Specification.

When swelling soils are present, DB Contractor shall treat the moisture conditions in the pavement structure by extending the treated base and subbase for at least four feet beyond the edge of pavement.

For rigid pavements, the treated base shall extend a minimum 2 feet outside the edge of pavement to provide a stable area for the paving equipment.

16.3.4 Tack Coat

For flexible pavements, DB Contractor shall place a non-tracking tack coat directly beneath the final surface course in accordance to the applicable specification for the final surface as shown in the TxDOT Standard Specifications. No tack shall be required if hot mix asphaltic concrete pavement (HMACP) is on a freshly laid seal coat free of objectionable material such as moisture, dirt, sand, organic material, and other loose impediments as determined by the CQCM.

16.3.5 Surface Mix Type

Where flexible pavement structures are used, the surface mix shall be either PFC, SMA, or TOM meeting TxDOT *Standard Specification Items 342, 346,* or *347*. DB Contractor shall obtain components for the surface mix material from a vendor listed at http://www.txdot.gov/business/resources/producer-list.html.

The performance-graded asphalt binder in the asphalt mixture directly beneath the surface mixture shall have the same high temperature performance grade as the asphalt surface layer. The minimum thickness of this layer shall be 2.0 inches.

16.4 Design

16.4.1 New Pavement

16.4.1.1 Subgrade Considerations

For flexible pavement, DB Contractor shall be responsible for determining the design value for subgrade using testing as desired, DB Contractor shallinform TxDOT of the method prior to commencement of construction.

For rigid pavement, DB Contractor will select the subgrade classification of “CH” for the input in the design program unless otherwise approved by TxDOT. The subgrade K value for the inputted subgrade classification is hard-coded in the design program.

The IQF shall ensure the final design subgrade modulus is achieved during construction using methods in Section 16.5.

16.4.1.2 Required Pavement Design Reports

The pavement designs developed by DB Contractor shall be signed and sealed by a PE.

In addition to those requirements in the TxDOT *Pavement Manual*, Pavement Design Report(s) shall document the assumptions, considerations, and decisions contributing to DB Contractor’s pavement designs, including the following:

- Pavement design details by location, including structural layer materials, general specifications, and thicknesses;
- Basic life-cycle cost considerations as described in Chapter 2 of the TxDOT *Pavement Manual*. Use a LCCA tool that allows for input of essential cost items; as a minimum consider future maintenance, resurfacing, reconstruction and other rehabilitation measures, describing what these activities are likely to entail. Do not include user costs.
- Relevant pavement evaluation data (structural and functional) and condition information on adjacent roads;
- Site conditions which might influence the design and performance of pavements;
- Relevant geotechnical data and drainage requirements, including boring logs, laboratory soil test results, and active or passive drainage system design;
- Design criteria used in determining the pavement design(s), including traffic loads, pavement material characterization, environmental conditions, and pavement design life; and
- Other considerations used in developing the pavement design(s), including subgrade preparations and stabilization procedures.
- Description for selection of material types and grades.

DB Contractor shall include the proposed permanent, detour, temporary, transition pavement (from concrete to flexible) and rehabilitated pavement designs for the Project in its final design and shall indicate the applicable roadway and station limits for each pavement design. DB Contractor shall provide a tabulation of

all pavement design software input values for each pavement layer, falling weight deflectometer (FWD) data, or other basis for the pavement thickness designs, and include station limits.

16.4.1.3 **Flexible Pavement Design Requirements**

The DB Contractor shall use FPS 21 software as the sole design methodology for flexible pavements. DB Contractor shall check all pavement thickness designs using the Modified Texas Triaxial design method, and other analyses methods necessary to prevent premature failure from subgrade rutting and fatigue. DB Contractor shall use design values recommended by the TxDOT *Pavement Manual*, Chapter 5, except as noted below.

16.4.1.3.1 Minimum Layer Thickness

Minimum layer thickness for all unbound materials used in flexible pavement designs shall be 6.0 inches.

16.4.1.3.2 Pavement Analysis Period (design life)

DB Contractor shall use 30 years for all pavement types.

16.4.1.3.3 Minimum time to first overlay

DB Contractor shall use 15 years for main lane design and ramps, and 12 years for all other lanes.

16.4.1.3.4 Reliability Level

DB Contractor shall use Level C (95%) for all pavement designs.

16.4.1.3.5 Design Moduli

Design moduli shall not exceed the maximum values in Table 16-3, as established from methods and criteria stated below, and in accordance with layer thickness specified in Table 16-3.

Table 16-3: Design Structural Values for HMA Pavements

Material Type	TxDOT Standard Specification(s)	Modulus for TxDOT FPS 21
Dense-Graded Hot Mix Asphalt	Item 341 (for permanent pavement)	Combined HMA thickness: ≤ 4.0” use 500 ksi > 4.0” use 650 ksi
PFC	Item 342	300 ksi
Superpave Mixtures	Item 344	Combined HMA thickness: ≤ 4.0” use 650 ksi 4.0” < T ≤ 6.0” use 750 ksi > 6.0” use 850 ksi
SMA	Item 346	Same as Item 344
TOM	Item 347	Same as Item 344 (maximum thickness of 1.0”)
Thin Bonded Friction Courses	Item 348	Same as Item 344
Flexible Base (Unbound Base)	Item 247, Grades 1-2 or 5	*75 ksi (no more than 4X the untreated subgrade modulus)
Treated Base	Item 275	*150 ksi
	Item 276	*200 ksi
	Foam or Emulsion	*150 ksi
	Item 292	*300 ksi
Treated Subgrade or Subbase	Item 260	*35 ksi**
	Item 275	*35 ksi**

* Maximum design values.

**Minimum modulus value for perpetual pavement design must be 35 ksi

16.4.1.4 **Rigid Pavement Design Requirements**

DB Contractor shall use the design procedures outlined in the TxDOT *Pavement Manual* as the design methodology for all rigid pavement design. TxCRCP-ME is the required design procedure for CRCP. DB Contractor shall use design values recommended by the TxDOT *Pavement Manual*, Chapter 8, and the TxDOT Standard Specifications for joint and reinforcement design. CRCP design will require a maximum of 10 punch outs per mile. The DB Contractor shall select one of the two base layer combinations in the TxDOT *Pavement Manual*, Chapter 8.

16.4.1.4.1 Pavement Analysis Period (design life).

DB Contractor shall use 30 years for all rigid pavement types and locations.

16.5 **Construction Quality**

The IQF shall perform independent material testing, inspection, and audits of the CQMP.

When performing construction activities under or adjacent to existing structures or Utilities, DB Contractor shall limit vertical settlements and ground deformations so as to not damage structures, including foundation elements, and/or Utilities.

For those occurrences involving third party structures and Utilities, DB Contractor shall coordinate excavation activities with Item 13, "Third Party Agreements" and Item 14, "Utility Adjustments." For those occurrences involving TxDOT's structures and Utilities, DB Contractor shall coordinate excavation activities with TxDOT.

All testing required in the TxDOT Standard Specifications and the Guide Schedule of Sampling and Testing for DB Projects by the IQF (DB Guide Schedule). shall be conducted for each pavement layer except where superseded by these DB Specifications. The DB Contractor shall also ensure that the design assumptions are met by the testing requirements described in this Section 16.5.

16.5.1 **Field Design Subgrade Modulus**

The IQF shall perform the following field testing.

16.5.1.1 **100% Coverage Testing**

The following two options are permitted for coverage testing of the compacted subgrade (both treated and untreated) layer. For untreated subgrade, the IQF shall complete the testing within 24 hours of the completion of compaction. On treated subgrade layers, the IQF shall allow the compacted material to cure a minimum of three (3) days before testing.

Option 1 Proof Rolling: IQF shall follow the requirements of TxDOT *Standard Specifications Item 216*. All areas which are determined as unstable or that rut more than 0.5 inch shall be considered as failures and require corrective action.

Option 2 Intelligent compaction (IC): to be performed on top of the compacted subgrade or treated subgrade. The IQF shall develop a color-coded "proof-mapping" chart in accordance with criteria listed in Table 1 from TxDOT *Special Specification* Item 2304 provided in the RIDs. Red-mapped areas constituting locations not achieving at least 25% of the Intelligent Compaction Measured Value (ICMV) shall be further evaluated by the IQF with the DCP to determine depth of weak material for corrective action.

16.5.1.2 **Point Specific - Testing**

When using proof rolling, the IQF shall perform one DCP test in accordance with ASTM D6951 for every 250-linear foot section of roadbed to estimate M_R. The IQF shall use ASTM D 3665 to select one random location for each 250-foot section. All locations shall be greater than 1 foot from the future edge stripe.

When using proof-mapping IC data of the compacted layer, the IQF shall perform one DCP test in accordance with ASTM D6951 for every 250-linear foot section of roadbed for those locations classified as "red-mapped," or as directed by TxDOT. The IQF shall perform one DCP test for every 1000-linear foot section of roadbed for non-red-mapped locations. The IQF shall use ASTM D 3665 to select one random location for each test section. All locations shall be greater than 1 foot from the future edge stripe.

The process for the IQF shall be as follows:

- Perform DCP tests to a depth of 3 feet. If a test location meets refusal, then select an alternate location within 2 to 5 feet to begin a new test. Refusal is defined as slow or no penetration progress where the penetration rate is less than 1 inch in a 10-blow set anywhere within the top 1 foot of subgrade material. If refusal is met after penetrating at least 1 foot, then the results to the depth of refusal shall be used.
- Convert the DCP data for each test to an estimated M_R for each 6-inch interval of penetration using the equations given in the TxDOT *Pavement Manual*.
- Compare M_R for each 6-inch interval of penetration in the section to the design value.
- If M_R for each 6-inch interval of penetration in the section meets or exceeds the design value, then review proof rolling. If proof rolling passes, then accept section.
- If no estimated M_R result for any 6-inch interval of penetration is below 50% of the design value, take the average of results for all 6-inch intervals and compare to design value. If the average M_R for all intervals is computed to be higher than the design value, then accept the section provided proof rolling passes. If the computed average is less than the design value, perform two additional DCP tests (one on either side) 10 feet longitudinally from the original test to determine the extent of the weak area. Continue testing at additional 10-foot increments until results no longer show weakness. DB Contractor shall determine a course of action to correct the weak areas. The IQF shall reevaluate following DB Contractor's corrective action.
- If M_R for any 6-inch interval of penetration in the section is below 50% of design value, take two additional DCP tests (one on either side) 10 feet longitudinally from the original test to determine the extent of the weak area. Continue testing at additional 10-foot increments until results no longer show weakness. DB Contractor shall propose options to address these failed areas. The IQF shall reevaluate following DB Contractor's corrective action.

If corrective action is required, DB Contractor shall develop options for consideration. These could include:

- Calcium-based treatment;
- Reworking failing areas;
- Excavating existing subgrade and replacing with material meeting requirements in Section 16.3, to a depth that meets requirements; or
- Other options as recommended by the DB Contractor with TxDOT approval.

Additional pavement thickness shall not be considered corrective action.

16.5.2 Smoothness Specification

Smoothness of the pavement constructed shall conform to the requirements of TxDOT *Standard Specifications Item 585*, Ride Quality for Pavement Surfaces, amended as cited below:

Article 585.3.4. Acceptance Plan and Pay Adjustments. The entire section is voided and replaced by the following:

Only Surface Test Type B permitted; corrective action acceptable to TxDOT is required, at DB Contractor's sole expense, for any 0.1-mile section that measures an average IRI in excess of 75 inches per mile for rigid pavements, in excess of 65 inches per mile for flexible pavements, or for correction of local roughness. After making corrections, re-profile the pavement section to ensure that corrections have achieved the required level of smoothness. It is recommended to conduct profiler measurements when a HMA layer is directly below the final surface to identify need for corrective action prior to final HMA lift in order to obtain desired IRI on final surface.

For asphalt concrete pavements, DB Contractor shall fog seal the aggregate exposed from diamond grinding.

Article 585.4 Measurement and Payment. The entire section is voided.

All travel lanes constructed within the project limits and areas identified as travel lanes in the facility's ultimate configuration shall be tested in accordance with TxDOT Standard Specifications as travel lanes.

16.6 Uniformity of Support Layers

For both rigid and flexible pavements, DB Contractor shall collect FWD data for information about both the adequacy and uniformity of support and shall provide the data to TxDOT. For rigid pavements, FWD testing shall be conducted on top of the asphalt base, asphalt bond breaker, or cement stabilized base layer prior to placement of any concrete. For flexible pavements, FWD testing shall be conducted on top of the base layer prior to placement of any hot mix asphalt. For treated bases, DB Contractor shall allow a minimum of three (3) days following final compaction before testing. Testing shall be conducted at 100-foot intervals in each travel lane. The FWD shall conform to TxDOT Standard Specifications as described in the TxDOT *Pavement Manual* (seven sensors at 1-foot spacing). The test load shall be as close as possible to 9000 pounds.

Item 17
Land Surveying

17.1 **General Requirements**

DB Contractor shall provide accurate and consistent land surveying and mapping necessary to support ROW acquisition, design, and construction of the Project.

DB Contractor shall review existing survey data and determine the requirements for updating or extending the existing survey and mapping data as required to complete its Work. DB Contractor is responsible for the precision, accuracy, and comprehensiveness of all survey and mapping.

17.2 **Administrative Requirements**

17.2.1 **Standards**

DB Contractor shall ensure that all surveying conforms to the TxDOT *Survey Manual,* and the *General Rules of Procedures and Practices* of the *TBPLS*. DB Contractor shall ensure that any person in charge of a survey field party is proficient in the technical aspects of surveying.

17.2.2 **ROE**

DB Contractor shall secure written permission prior to entering any private property outside the Project ROW. It shall be DB Contractor's sole responsibility to negotiate this permission and DB Contractor shall be responsible for any and all damages and claims resulting from that ingress. DB Contractor shall maintain proper proper documentation of ROE shall be maintained at all times by.

17.2.3 **Survey by TxDOT**

In performing surveys for other adjoining projects, TxDOT may need to verify and check DB Contractor's survey work. DB Contractor shall coordinate with the adjoining project regarding planned construction activities. DB Contractor shall notify TxDOT within two (2) Business Days if TxDOT stakes and marks are altered or disturbed.

17.3 **Design Requirements**

17.3.1 **Survey Control Requirements**

DB Contractor shall base all additional horizontal and vertical control on the Level 2 and Level 3 control provided by TxDOT. DB Contractor shall be responsible for tying into TxDOT CORS vertical control and local monumentation. DB Contractor shall verify owner provided survey control.

DB Contractor shall establish and maintain additional survey control, as needed, and Project ROW monumentation throughout the Term. DB Contractor shall tie any additional horizontal and vertical control for the Project to the TxDOT-supplied Primary (Level 2) or Secondary (Level 3) control network. If DB Contractor chooses to use GPS methods, DB Contractor shall meet the accuracy of the appropriate level of survey as defined in the TxDOT *GPS User's Manual* and shall utilize the primary survey control provided by TxDOT.

DB Contractor shall establish and maintain a permanent survey control network. The control network should consist of, at a minimum, monuments set in indivisible pairs at spacing of no greater than three miles.

Monuments shall be TxDOT bronze survey markers installed in concrete and marked as directed by the TxDOT *Survey Manual*. DB Contractor shall replace all existing survey monuments and control points disturbed or destroyed during execution of the Work. DB Contractor shall make all survey computations and observations necessary to establish the exact position of all other control points based on the primary control provided.

DB Contractor shall deliver to TxDOT a listing of all primary and secondary control coordinate values, original computations, survey notes, and other records, including GPS observations and analyses made by DB Contractor upon TxDOT request.

17.3.2 **Conventional Method (Horizontal & Vertical)**

If DB Contractor chooses to use conventional methods to establish additional horizontal control, DB Contractor shall meet the accuracy of the appropriate level of survey as defined inTables 17-1 and 17-2.

17.3.2.1 Horizontal Accuracy Requirements for Conventional Surveys

Horizontal control is to be established (at a minimum) according to the appropriate level of survey as defined below in Table 17-1.

Table 17-1: Horizontal Accuracy Requirements

	TSPS First Order	TSPS Second Order	Remarks and Formulae
Error of Closure	1: 50,000	1:20,000	Loop or between monuments
Allowable Angular Closure	± 3” $\sqrt{N}$	± 8” $\sqrt{N}$	*N*= number of angles in traverse
Accuracy of Bearing in Relation to Course *	± 04”	± 10”	Maximum for any course
Linear Distance Accuracy (Minimum Length of Line)	1: 50,000 (2,500 feet)	1: 20,000 (1,000 feet)	
Positional Tolerance of Any Monument	*AC*/50,000	*AC*/20,000	*AC* = length of any course in traverse
Adjusted Mathematical Closure of Survey (No Less Than)	1:200,000	1:200,000	

Notes: TxDOT policy requires all bearings or angles to be based on the following source: Grid bearing of the Texas Coordinate System of 1983, with the proper zone and epoch specified.

17.3.2.2 **Vertical Accuracy Requirements for Conventional Surveys**

Vertical control shall be established (at a minimum) on the North American Vertical Datum of 1988 (NAVD 1988), (Geoid 12A) and according to the appropriate level of survey as defined below in Table 17-2.

Table 17-2: Vertical Accuracy Requirements

	First Order	Second Order	Third Order	Remarks and Formulae
Error of Closure	0.013 feet $\sqrt{K}$	0.026 feet $\sqrt{K}$	0.039 feet $\sqrt{K}$	Loop or between control monuments
Maximum Length of Sight	250 feet	300 feet		With good atmospheric conditions
Difference in Foresight and Backsight Distances	±10 feet	±20 feet	±30 feet	Per instrument set up
Total Difference in Foresight and Backsight Distances	±20 feet per second	±50 feet per second	±70 feet per second	Per total section or loop
Recommended Length of Section or Loop	2.0 miles	3.0 miles	4.0 miles	Maximum distance before closing or in loop
Maximum Recommended Distance Between Benchmarks	2000 feet	2500 feet	3000 feet	Permanent or temporary benchmarks set or observed along the route
Level Rod Reading	± 0.001 foot	± 0.001 foot	± 0.001 foot	
Recommended Instruments and Leveling Rods	Automatic or tilting w/ parallel plate micrometer precise rods	Automatic or tilting w/ optical micrometer precise rods	Automatic or quality spirit standard, quality rod	When two or more level rods are used, they should be identically matched
Principal Uses	Broad area control, subsidence or motion studies jig & tool settings	Broad area control, engineering projects basis for subsequent level work	Small area control, drainage studies, some construction and engineering	

17.3.3 **ROW Surveys**

DB Contractor shall base all surveys on the horizontal and vertical control network provided by TxDOT.

DB Contractor shall coordinate with TxDOT regarding the assignment of RCSJ numbers for each new mapping project.

The documents produced by DB Contractor, or its Subcontractors, are the property of TxDOT, and release of any such document must be approved by TxDOT. All topographic mapping created by DB Contractor shall be provided to TxDOT in digital terrain model format using the software and version thereof being used by TxDOT at the time the mapping is developed. DB Contractor shall providetwo sets of all mapping to the TxDOT District office surveyors. DB Contractor shall provide the mapping so as to allow a minimum of 20 days for TxDOT review and comment. DB Contractor shall obtain and address all TxDOT District office comments to TxDOT's satisfaction prior to signing maps.

In preparing the property description, the following will be required:

- Scanned copies of the deeds on USB flash drive and a graphics file of the abstract map; and
- Scanned copies of the field notes, control sketches, and a graphics file of all field survey data.

The Surveyor shall submit the following interim mapping products:

- A Preliminary ROW layout to determine if there are any changes to the proposed ROW; and
- An initial copy of the ROW map for review purposes.

17.3.3.1 **Accuracy Standards**

In performing ROW surveys consisting of boundary locations, DB Contractor shall meet the accuracy standards of the appropriate level of survey as defined below in Table 17-3.

Table 17-3: Chart of Tolerances

	Urban/Rural	Urban Business District	Remarks and Formulae
Error of Closure	1:10,000	1:15,000	Loop or between Control Monuments
Angular Closure	15" $\sqrt{N}$	10" $\sqrt{N}$	N = Number of Angles in Traverse
Accuracy of Bearing in Relation to Source *	20"	15"	Sin α = denominator in error of closure divided into 1 (approx.)
Linear Distance Accuracy	0.1 foot per 1,000 feet	0.05 foot per 1,000 feet	Sin α x 1000 (approx.) where ± = Accuracy of Bearing
Positional Error of any Monument	*AC*/10,000	*AC*/15,000	*AC* = length of any course in traverse
Adjusted Mathematical Closure of Survey (No Less Than)	1:50,000	1:50,000	

NOTE: * TxDOT policy requires all bearings or angles to be based on the following source: Grid bearing of the Texas Coordinate System of 1983, with the proper zone and epoch specified.

17.3.4 **Survey Records and Reports**

DB Contractor shall produce a horizontal and vertical control report including coordinate listing, maps showing control, preparation of standard TxDOT data sheets for all primary control, monument description and location description of all primary and secondary survey control points installed, marked and referenced along with a listing of the existing control used to create the installed control points. The report shall provide control from adjoining, incorporated, or crossed roadway projects that are currently in design, and show a comparison of the horizontal and vertical values. DB Contractor shall provide survey records and reports to TxDOT upon request.

DB Contractor may use an electronic field book to collect and store raw data. DB Contractor shall preserve original raw data and document any changes or corrections made to field data, such as station name, height of instrument, or target. DB Contractor shall also preserve raw and corrected field data in hardcopy output forms in a similar manner to conventional field book preservation.

Field survey data and sketches that cannot be efficiently recorded in the electronic field book shall be recorded in a field notebook by the DB Contractor and stored with copies of the electronic data.

All field notes shall be recorded in a permanently bound book. (Loose leaf field notes will not be allowed.) DB Contractor shall deliver copies of any or all field notebooks to TxDOT upon request.

17.4 Construction Requirements

17.4.1 Survey Records

DB Contractor shall deliver to TxDOT, for its review and acceptance, a listing of all primary, secondary control coordinate values, original computations, survey notes and other records including GPS observations and analysis made by DB Contractor prior to Final Acceptance.

17.4.2 Construction Surveys

DB Contractor shall perform all construction surveys in accordance with the design requirements set forth in the Contract Documents.

17.4.3 Reserved

17.4.4 ROW Monuments

Upon final submittal of the ROW documents to TxDOT, DB Contractor shall set, using permanent and stable monuments as defined in Section 663.17 of the General Rules of Procedures and Practices of the TBPLS, all significant points along all ROW lines of the Project including the following:

- PCs
- PTs;
- PIs
- PCCs
- PRCs
- All intersecting crossroad ROW lines and all property line intersections with the ROW line. These monuments shall be 1/2-inch iron rods, driven just below surface level, capped by a TxDOT-labeled aluminum cap (rod-and-cap monument); and
- All beginning and ending points of control of access (denied) lines.

DB Contractor shall ensure that upon completion of the ROW acquisition and all Construction Work, such that the final ROW lines will not be disturbed by construction, DB Contractor shall replace all rod-and-cap monuments located on the final ROW line at all PCs, PTs, PIs, PCCs, and PRCs, and all intersecting crossroad ROW lines, with TxDOT Type II monuments (constructed according to the TxDOT ROW Manual and the TxDOT Survey Manual). DB Contractor shall monument with a TxDOT Type II monument all final ROW lines where the distance between such significant ROW line points exceeds 1,500 feet. ROW line intersections with property lines shall remain monumented by a 1/2-inch iron rod with a TxDOT aluminum cap (rod-and-cap monument). DB Contractor shall ensure that the ROW monuments shall be set by a survey crew working under the direction of a RPLS, licensed to practice in Texas.

DB Contractor shall purchase all materials, supplies, and other items necessary for proper survey monumentation.

DB Contractor shall submit updated maps with the ROW monumentation information. (This is for final monumentation set, for example, type II, and type of monuments set, etc.) DB Contractor shall add all deed recording information to the map sheets in the ownership blocks on the map sheets.

17.4.5 Record Documents

DB Contractor shall submit the following as part of the Record Documents and as a condition of Final Acceptance:

- A listing of all primary and secondary control coordinate values, original computations and other records including GPS observations and analysis made by DB Contractor;
- Copies of all survey control network measurements, computations, unadjusted and adjusted coordinates, and evaluation values;
- Survey records and survey reports;
- Parcels for the ROW maps in GPK format;
- Electronic files and paper copies of the ROW maps; and

- The final ROW maps consisting of the graphics files and two sets of the paper copy of the ROW maps, exhibits showing the metes and bounds description and parcel plat, signed and sealed by the Surveyor. The required geo-referenced parcel data (features) for all existing and revised parcels shall be submitted in ArcGIS 10 format or the version in use by the TxDOT at the time of the submittal, and in the format of the TxDOT ROW Geo-Database Template "ROW_Parcels_Edits."

DB Contractor shall produce reports documenting the location of the as-built alignments, profiles, structure locations, utilities, and survey control monuments . These reports shall include descriptive statements for the survey methods used to determine the as-built location of the feature being surveyed. DB Contractor's as-built data shall include the coordinate types (x, y, and/or z) and feature codes in the same format in which the preliminary construction data was generated. Where data has been provided to DB Contractor from TxDOT in an x, y, z only coordinate format, or z only coordinate format, DB Contractor shall provide TxDOT with data in an x, y, z only coordinate format or z only coordinate format.

17.5 Submittals

Developer shall submit all submittals described in this Item 17 to TxDOT in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 17-4. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 17-4: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
ROE documentation	Upon request	For information	17.2.2
Survey records as listed in Section 17.2.3	Upon request	For information	17.2.3
Verification of owner provided survey control	After NTP2	For information	17.3.1
All topographic mapping created by DB Contractor	Prior to signing maps	Review and comment	17.3.3
A horizontal and vertical control report	Upon request	For information	17.3.4
Survey records and reports	Upon request	For information	17.3.4
Copies of all field notebooks	Upon request	For information	17.3.4
Survey records as listed in Section 17.4.1	Prior to Final Acceptance	Review and acceptance	17.4.1
ROW Surveying and Mapping documents	Upon completion but prior to Final Acceptance	Approval	17.4.4
Updated mapping with any ROW monument information	Upon completion of the ROW acquisition and all Construction Work	For information	17.4.4
Record Documents	As a condition of Final Acceptance	For information	17.4.5

Item 18
Grading

18.1 General Requirements

DB Contractor shall conduct all Work necessary to meet the requirements for grading in accordance with the requirements of this Item 18 and the TxDOT Standard Specifications.

DB Contractor shall demolish or abandon in place, all existing structures within the Project ROW no longer required for service, including but not limited to: pavements, bridges, and headwalls. Any features that are abandoned in place shall be removed to an elevation at least the lower of two (2) feet below the final finished grade or one (1) foot below the pavement subgrade and drainage structures. DB Contractor shall ensure that abandoned structures are structurally sound after abandonment.

18.2 Preparation within Project Limits

DB Contractor shall develop, implement, and maintain, for the Term, a Demolition and Abandonment Plan that considers types and sizes of Utilities and structures that will be abandoned during the Term. The plan shall ensure that said structures are structurally sound after the abandonment procedure. The plan shall be submitted to TxDOT for approval prior to NTP2.

TxDOT reserves the right to require DB Contractor, at any time to salvage and deliver to a location designated by TxDOT within the TxDOT District, in which the portion of the Project is located, any TxDOT-owned equipment and materials in an undamaged condition. TxDOT reserves the right to require DB Contractor to salvage and deliver to a reasonable location designated by TxDOT any ITS equipment and materials in an undamaged condition.

Unless otherwise specified by TxDOT, the material from structures designated for demolition shall be DB Contractor's property. All material removed shall be properly disposed of by DB Contractor outside the limits of the Project.

18.3 Slopes and Topsoil

DB Contractor shall follow TxDOT *Roadway Design Manual* and exercise Good Industry Practice regarding design limitations and roadside safety guidelines associated with the design of slopes along roadways.

DB Contractor shall perform finished grading and place topsoil to an adequate depth in all areas suitable for vegetative slope stabilization (and areas outside the limits of grading that are disturbed in the course of the Work) that are not paved. DB Contractor shall use only materials and soils next to pavement layers that do not cause water or moisture to accumulate in any layer of the pavement structure. DB Contractor shall provide stable slopes.

For designated construction easements and other approved PSLs outside DB Contractor's limits of maintenance, DB Contractor shall provide stable slopes.

For slopes steeper than 4:1, DB Contractor shall submit to TxDOT a slope stability analysis that demonstrates the adequacy of DB Contractor's design. DB Contractor shall submit the slope stability analysis to TxDOT for approval prior to final submittal.

Slopes that are to remain unpaved must accommodate mower access from the frontage road. Where access for mowing and maintenance operations cannot be provided from the frontage road, slopes must be paved with concrete riprap unless DB Contractor receives prior approval from TxDOT for an alternative access point.

18.4 Sodding

Block sod shall be placed at all grate inlets, manholes and culvert headwalls. DB Contractor shall maintain all erosion and sediment controls in good working order. DB Contractor shall stabilize disturbed areas on which construction activities have ceased temporarily or permanently, within 14 days unless they are scheduled to resume construction within 21 days. The areas adjacent to creeks and drainage ways have priority followed by devices protecting storm sewer inlets.

18.5 Submittals

All submittals described in this Item 18 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 18-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 18-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Demolition and Abandonment Plan	Prior to NTP2	Approval	18.2
Slope stability analysis	Prior to final submittal	Approval	18.3

Item 19
Roadways

19.1 **General Requirements**

Project objectives include the provision of a safe, reliable, cost-effective, and aesthetically-pleasing corridor for the traveling public. The requirements contained in this Item 19 provide the framework for the design and construction of the roadway improvements to help attain the Project objectives.

DB Contractor shall coordinate roadway design, construction, and maintenance with other elements of the Project to achieve the Project objectives.

Where changes to the roadway geometrics result in revisions to the Project ROW, DB Contractor is responsible for demonstrating the proposed change is an equally safe alternative, as well as the initiation and progression of all environmental and public involvement processes in coordination with TxDOT. DB Contractor shall perform all ROW acquisition services that are necessitated by proposed changes in accordance with the Contract Documents.

19.1.1 **Lead Roadway Design Engineer**

DB Contractor shall employ a Lead Roadway Design Engineer responsible for ensuring the design of the roadway is completed and design criteria requirements are met. The Lead Roadway Design Engineer shall be a PE and be responsible for coordinating interdisciplinary design reviews in cooperation with leaders of other disciplines. The Lead Roadway Design Engineer or a PE reporting directly to the Lead Roadway Design Engineer shall be the engineer of record for the design of the roadway elements.

19.2 **Design Requirements**

DB Contractor shall complete the design of the Project roadways in accordance with the TxDOT Schematic Design.

DB Contractor shall coordinate its roadway design with the design of all other elements of the Project, including aesthetics. The Project roadways shall be designed to integrate with streets and roadways that are adjacent or connecting to the Project. All design transitions to existing facilities shall be in accordance with the TxDOT *Roadway Design Manual*.

DB Contractor shall design all elements in accordance with the TxDOT *Roadway Design Manual,* TxDOT Engineering Standard Sheets, applicable design criteria and Good Industry Practice based on the Design Speeds as shown in the Contract Documents.

DB Contractor shall design the Project roadways to incorporate roadway appurtenances as necessary to promote safety and to mitigate visual and noise impacts on neighboring properties.

All roadside safety devices used on the Project shall meet current crash test and other safety requirements in accordance with TxDOT Engineering Standard Sheets.

DB Contractor shall design driveways to be functionally adequate for land use of adjoining property and in accordance with the guidelines, which TxDOT will consider requirements for the purpose of this Project, specified in TxDOT *Roadway Design Manual* – Appendix C, “Driveways Design Guidelines.

19.2.1 **Superelevation**

In areas where proposed roadways and ramps are to connect to existing pavement, DB Contractor’s design may retain existing superelevation if appropriate. Pavement widening may be constructed by extending the existing pavement cross slope. Superelevation transitions shall be designed and constructed such that zero percent cross-slopes will not occur on longitudinal grades flatter than 0.10 percent.

19.2.2 **Control of Access**

Unless identified in and shown to be denied in the TxDOT Schematic Design, DB Contractor shall maintain all existing property accesses, including those not shown on the TxDOT Schematic Design, and shall not revise control of access without TxDOT review and the written agreement of the affected property owner. DB Contractor shall design new and revised exit and entrance ramps to meet the desirable spacing requirements between ramps and driveways, side streets, or cross streets listed in TxDOT *Roadway Design Manual* and

TxDOT *Access Management Manual*. In locations where the desirable spacing cannot be achieved, the DB Contractor shall submit to TxDOT for approval a demonstration why the spacing cannot be achieved and a request for permission to design and implement channelization methods per TxDOT *Roadway Design Manual* and TxDOT *Access Management Manual*.

DB Contractor shall coordinate with landowner when tying-in to private property; shall replace necessary signs, mailboxes, fences, and landscape features, and shall coordinate all access.

Item 20
Drainage

20.1 General Requirements

In the design of the drainage facilities, DB Contractor shall account for all sources of runoff that may reach the Project, whether originating within or outside the Project ROW.

DB Contractor shall design the Project, including all drainage facilities, such that the revised or newly constructed drainage system will not increase flooding to properties outside the Project ROW. If existing drainage patterns or flows are revised during the Project design, DB Contractor shall design and construct a solution that does not have adverse impacts to property owners outside the Project ROW. Adverse impacts for the purposes of this Item 20 are defined as impacts that have the potential to increase risk to health and human safety, cause or exacerbate flooding of developed structures, or increase water surface elevations on undeveloped properties.

DB Contractor's drainage design shall include assessments of pre- and post-construction conditions, as well as assessments of conditions during construction staging. DB Contractor shall ensure and demonstrate that its drainage design does not cause any material impact to off-Site property owners in terms of developability or marketability of their property. DB Contractor shall obtain the appropriate drainage easement at its own cost if easement is deemed necessary and has not previously been obtained by TxDOT. Grading activities and drainage structures needed outside of the Project ROW require a construction or perpetual easement as appropriate.

DB Contractor shall meet the requirements specified in this Item 20 along with the requirements of the TxDOT *Hydraulic Design Manual*.

20.2 Administrative Requirements

20.2.1 Data Collection

To establish a drainage system that complies with the requirements and accommodates the historical hydrologic flows in the Project limits, DB Contractor is responsible for collecting all necessary data, including those elements outlined in this Section 20.2.1.

DB Contractor shall collect all applicable data identifying all water resource issues, including water quality requirements as imposed by State and federal government regulations; national wetland inventory and other wetland/protected waters inventories; in FEMA mapped floodplains; and official documents concerning the Project, such as the EA or other drainage and environmental studies. Water resource issues include areas with historically inadequate drainage (flooding or citizen complaints), environmentally sensitive areas, localized flooding, maintenance problems associated with drainage, and areas known to contain Hazardous Materials. DB Contractor shall also identify watershed boundaries, protected waters, county ditches, floodplains, and boundaries between regulatory agencies (e.g., watershed districts and watershed management organizations).

DB Contractor shall acquire all applicable municipal drainage plans, watershed management plans, and records of citizen concerns. DB Contractor shall acquire all pertinent existing storm drain plans and existing survey data, including data for all culverts, drainage systems, and storm drain systems within the Project limits. DB Contractor shall also identify existing drainage areas that contribute to the highway drainage system and the estimated runoff used for design of the existing system.

DB Contractor shall obtain photogrammetric and GIS data within the Project limits that depicts the "Outstanding National Resource Waters" (ONRW) and impaired waters as listed by the TCEQ. DB Contractor shall conduct surveys for information not available from other sources.

DB Contractor shall create an inventory of all existing drainage facilities including structures, culverts, ditches, and storm drains within the Project corridor. The inventory must include the condition, size, material, location, status, videotape or photographs, and other pertinent information. DB Contractor shall verify that all existing drainage components that are to remain have adequate capacity and design life as defined in this

Item 20 and Item 21, "Structures." If any elements of the existing system do not comply with the requirements of this Item 20 or Item 21, DB Contractor shall improve those elements to meet requirements of this Item 20 and Item 21, "Structures."

The data collected shall be used in the design of the drainage facilities.

Within 30 days of Substantial Completion, DB Contractor shall submit to TxDOT, as part of the Record Documents, a Drainage Design Report, which shall be a complete documentation of all components of the Project's drainage system. At a minimum, the Drainage Design Report shall include:

- Record set of all drainage computations, both hydrologic and hydraulic, and all support data;
- Hydraulic notes, models, and tabulations;
- Storm drain drainage report;
- Bridge and culvert designs and reports for major stream crossings;
- Pond designs, including graphic display of treatment areas and maintenance guidelines for operation;
- Correspondence file; and
- Drainage system data (location, type, material, size, and other pertinent information) in a suitable electronic format.

20.2.2 Coordination with Other Agencies

DB Contractor shall coordinate all water resource issues with affected stakeholders and regulatory agencies. DB Contractor shall document the resolution of water resource issues.

While coordinating design with TxDOT, DB Contractor shall make every effort to design the Project in a manner to avoid CLOMR and LOMR. If a map revision is found to be warranted, DB Contractor shall prepare the required documentation, perform the necessary calculations and design, and provide to the local floodplain administrators all information and technical data needed to file a CLOMR/LOMR with FEMA and receive a permit from the floodplain administrator.

DB Contractor shall meet with the local floodplain administrator and submit all drainage crossings and outfalls for their review.

Drainage areas and structures that fall under the jurisdiction of the USACE shall comply with all USACE requirements. DB Contractor shall coordinate review and approval of the design and construction, if necessary, with the USACE. DB Contractor shall be responsible for obtaining applicable USACE permits.

In areas surrounding railroad facilities, DB Contractor shall coordinate the drainage design with the TxDOT District Railroad Coordinator and the appropriate railroad owner in accordance with Item 22, "Rail."

20.3 Design Requirements

DB Contractor shall design all elements of the drainage facilities in accordance with this Item 20, the applicable design criteria, Good Industry Practice and the TxDOT *Hydraulic Design Manual*.

The design of temporary and proposed drainage systems shall meet the performance requirements as defined in this Item 20. DB Contractor may make use of existing drainage facilities, provided overall drainage requirements for the Project are achieved and the combined drainage system functions as required. Should a temporary or proposed drainage system tie to an existing drainage system, the connecting existing system shall also be designed and reconfigured, as necessary, to ensure the temporary or proposed system meets the performance requirements as defined in this Item 20 or Item 21, "Structure," while maintaining or improving the performance of the connected existing drainage system.

Modifications to existing drainage patterns should be minimized. If existing drainage patterns or flows are revised during the Project design, DB Contractor shall design and construct a solution that does not have significant adverse impacts on property owners outside the Project ROW. DB Contractor bears full responsibility for the final design and its effects on property owners outside the Project ROW.

DB Contractor shall base its design on design computations and risk assessments for all aspects of Project drainage.

DB Contractor shall design roadside open channels such that the profiles have adequate grade to minimize sedimentation.

DB Contractor shall provide a drainage system that maintains or improves the existing drainage.

DB Contractor shall utilize the TxDOT statewide precast drainage standard sheets for inlets, manholes, and additional details.

DB Contractor shall make available to TxDOT, as part of the Submittals, all native design files used in the hydrologic and hydraulic analyses to prepare computations and plans. Such native files include input and output data from SWMM, HEC-RAS, or HY-8 Models, culvert hydraulic computations, drainage area reports, and rational method, NRCS method or regional regression equations. The native files for the models and analyses should represent the record set submitted.

20.3.1 Surface Hydrology

20.3.1.1 Design Frequencies

DB Contractor shall use the design frequencies listed in Table 20-1 below.

20.3.1.2 Hydrologic Analysis

DB Contractor shall ensure that no adverse drainage impacts will result from the construction of the Project. DB Contractor shall evaluate and document the analysis confirming that the temporary drainage system and proposed drainage improvements do not result in any adverse impacts. Flood damage potential for the Project, while under construction and when completed, shall not exceed pre-Project conditions.

DB Contractor shall use the following criteria in developing runoff calculations:

- Run-off Coefficients:
  - Pavement (Asphalt) = 0.9
  - Pavement (Concrete) = 0.9
  - Unpaved areas within the Project ROW = 0.7
  - For areas outside the Project ROW, use the methods in Chapter 4 of the TxDOT *Hydraulic Design Manual* for calculating the Run-off Coefficients
- Minimum Time of Concentration, Tc = 10 minutes
- Use of underground storage facilities for mitigation of adverse impacts is prohibited.
- DB Contractor's base hydraulic model shall reflect the most current as-built conditions.

Table 20-1: Drainage Design Summary Table

	Design AEP (Design ARI)				
Functional classification and structure type	50% (2-yr)	20% (5-yr)	10% (10-yr)	4% (25-yr)	2% (50-yr)
Freeways (main lanes):					
Culverts					X
Bridges+					X
Principal arterials:					
Culverts				X	
Small bridges+				X	
Major river crossings+					X
Minor arterials and collectors (including frontage roads):					
Culverts			X		
Small bridges+				X	
Major river crossings+					X
Local roads and streets:					
Culverts			X		
Small bridges+			X		
Storm drain systems on interstates and controlled access highways (main lanes):					
Inlets, drain pipe, and roadside ditches			X		
Inlets, drain pipe for depressed roadways*					X
Storm drain systems on other highways and frontage roads:					
Inlets, drain pipe, and roadside ditches		X			
Inlets, drain pipe for depressed roadways*				X	

Table 20-1 notes:
All facilities, including storm drain systems, must be evaluated to the check flood/1% AEP (100-yr) flood event. The purpose of the check flood evaluation is to ensure the safety of the drainage structure and downstream development by identifying significant risk to life or property in the event of capacity exceedance.
All features of the roadway facility shall be assessed under the 2-, 5-, 10-, 25-, and 50-year storm events to ensure no significant adverse impacts.
For structures extending underneath both mainlanes and frontage roads the structure shall be designed to the mainlane design AEP.
* A depressed roadway provides nowhere for water to drain even when the curb height is exceeded.
+ It may be necessary to calculate the 4% (25-yr), 2% (50-yr), 0.5% (200-yr), or 0.2% (500-yr) AEP for scour computations. See the TxDOT *Geotechnical Manual: Chapter 5.*

20.3.2 Storm Drain Systems

Where precluded from handling runoff with open channels by physical site constraints, or as directed in this Item 20, DB Contractor shall design enclosed storm drain systems to collect and convey runoff to appropriate discharge points.

DB Contractor shall prepare a storm drain drainage report encompassing all storm drain systems that contains, at a minimum, the following items:

- Detailed table of contents and narrative of design methodology;
- Drainage area maps for each storm drain inlet with pertinent data, such as boundaries of the drainage area, best available topographic contours, runoff coefficients, time of concentration, and land use with design curve number and/or design runoff coefficients, discharges, velocities, ponding, and hydraulic grade line data;
- Location and tabulation of all existing and proposed pipe and drainage structures. These include size, class and gauge, detailed structure designs, and all special designs;
- Specifications for the pipe bedding material and structural pipe backfill on all proposed pipes and pipe alternates;
- Complete pipe profiles, including pipe size, type, and gradient; station offsets from the centerline of the roadway; length of pipe; class/gauge of pipe; and numbered drainage structures with coordinate location and elevations;
- Complete documentation of DB Contractor's assessment of the potential for the Project to cause adverse impacts, including how adverse impacts are mitigated (if needed), and reasonable substantiation that the Project will not cause any significant adverse impacts; and
- Demonstration that the drainage design does not cause any material impact to offsite property owners or that DB Contractor has obtained appropriate drainage easements.

This report shall be a component of the Drainage Design Report.

DB Contractor shall design all storm drain systems such that the hydraulic grade line for the design frequency event is no higher than one foot below:

- Gutter depression for curb inlet;
- The top of grate inlet; and
- The top of manhole cover.

Runoff within the jurisdiction of the USACE shall be conveyed in accordance with applicable Laws and permits.

The gutter depression used for curb and grate combination inlets shall not encroach into the travel lane if the gutter depression exceeds the normal cross slope.

The use of slotted drains or trench drains will not be allowed unless approved by TxDOT.

The use of slotted barriers that allow storm waters runoff to flow into adjacent travel lanes will not be allowed for permanent barriers. Slotted barriers may be used only for temporary conditions during construction. DB Contractor shall not be permitted to mitigate impacts by using restrictor plates for in-line detention facilities.

20.3.2.1 Pipes

DB Contractor shall meet the requirements set forth in Chapter 10 of the TxDOT *Hydraulic Design Manual.*

Storm drain pipes shall be designed to maintain a minimum velocity of three feet per second whenever feasible. If design flow velocities less than three feet per second are unavoidable, pipes shall be designed for full flow at 80% of the internal diameter to account for sedimentation in the pipe. Pipes shall be designed to achieve a maximum velocity of 12 feet per second in the pipe. All storm drains shall be designed and constructed to sustain all external loads with zero deflection and shall have positive seals at the pipe joints.

All pipes shall be RCP. The minimum pipe size inside diameter shall be 24 inches. The minimum pipe size inside diameter of a discrete drainage system may be less than 24 inches if the drainage system is tying to an existing system that is in good condition and is adequate size to properly convey the flow. The existing

system must meet the performance requirements in this Item 20 and Item 21, "Structures." The minimum box culvert height, inside dimension, shall be three feet.

Storm drain design will be non-pressure flow unless otherwise approved by TxDOT.

Trunk lines may be designed through the inlets.

- Pipe depth of cover: 1 foot desirable; 6 inches minimum (top of pipe to bottom of treated subgrade)
- Pipe slope: ≥0.50% desirable; 0.30% minimum
- Pipe flow velocities: 3 fps minimum; 12 fps maximum
- Outfall velocity criteria: 6 fps desirable; > 8 fps provide outfall protection

20.3.2.2 **Ponding**

DB Contractor shall design drainage systems to limit ponding to the widths defined in Table 20-2 below for the design frequency event:

Table 20-2: Allowable Ponding Widths by Roadway Classification

Roadway Classification	Design Storm Allowable Ponding Width
Interstate, Controlled Access Highways	Shoulder width
Barrier-Separated Managed Express Lanes: Single Lane Multiple Lanes	 Shoulder width One travel lane width
Ramps, Direct Connectors	Shoulder width
Frontage Roads	One travel lane width
Minor Cross Streets	One travel lane width

Maximum carryover is 0.5 cfs.

20.3.3 **Miscellaneous Drainage Design Requirements**

DB Contractor shall design mainlane cross structures (culverts and bridge openings) in accordance with the TxDOT *Hydraulic Design Manual.*

- Design mainlanes and shoulders such that each is above the 1% AEP WSE for the 100-year storm event for the entire Project; and
- Examine water surface elevations to assure that the Project will not cause any adverse impacts to adjacent properties. A rise in water surface elevation can be considered as having no impact if the rise is contained within the Project ROW and drainage easements.

20.3.3.1 **Inlet Design Criteria**

DB Contractor shall place inlets in accordance with the criteria shown below and the TxDOT *Hydraulic Design Manual.*

Design Drop Inlets for the following criteria:

- Maximum ponding depth shall be 1 foot for the design frequency
- Area Reduction Factor = 0.5
- Perimeter Reduction Factor = 0.5

20.3.4 Stormwater Storage Facilities

DB Contractor shall complete design of the Stormwater storage facilities (SWSF) to meet requirements for water quality, water quantity, and rate control, as determined by the NPDES regulations. Types of SWSF include ponds, basins, and any other facilities employed to detain or retain quantities of storm water for a given period of time.

DB Contractor shall perform analyses including a detailed routing analysis for SWSF affected by significant environmental issues, such as hazardous waste or groundwater concerns.

20.3.4.1 SWSF Locations

DB Contractor shall analyze and develop SWSF locations and all applicable SWSF information and coordinate these with TxDOT. DB Contractor shall design a Storm Water Management Plan that accounts for any regional SWSF.

20.3.4.2 Inlets and Outlets

DB Contractor shall design and construct the SWSF inlets to be above the vertical limits of the dead sediment storage volume. DB Contractor shall design and construct SWSF to prevent circuiting and discharge of floating debris (e.g., have a skimmer baffle). The maximum available outflow shall be limited to the existing 1% peak flow.

20.3.4.3 SWSF Depth and Shape

DB Contractor shall design and construct the SWSF depth and shape to include a length-to-width ratio of 3:1.

Any length-to-width ratio variation shall require review and concurrence by TxDOT prior to completion of 100% design. A 10-foot bench, with a 10:1 slope or flatter, must be provided at the normal water level for safety and maintenance. In addition, DB Contractor shall comply with the rules contained in the Aggregate Quarry and Pit Safety Act which can be viewed at:http://www.txdot.gov/inside-txdot/division/maintenance/quarry.html

20.3.4.4 Freeboard and Spillway

A minimum of two (2) feet of vertical freeboard above the design flood elevations shall be provided on SWSF. All SWSF must have an emergency spillway sized to carry events beyond the 100-year event.

20.3.4.5 Design Details

DB Contractor shall include all inlet and outlet details, skimmers, and emergency spillway designs in the design. Design must address safety and measures to secure access to SWSF.

20.3.4.6 Flood Routing

DB Contractor shall perform flood routing analyses and submit calculations to the reviewing authorities, such as municipalities, TCEQ, and USACE for approval.

20.3.4.7 Environmental Issues

DB Contractor shall include special analysis and documentation for SWSF affected by environmental issues in the Final Design, such as hazardous waste or groundwater concerns.

20.3.4.8 Documentation

DB Contractor shall include a graphic display (both paper and electronic format) showing what areas are treated by each SWSF with the design calculations provided to TxDOT. The display must also show those areas not treated.

20.3.4.9 Special Ditch Grades

DB Contractor shall be responsible for the design of both normal and special ditch sections, as needed. When necessary, ditch linings shall be designed by DB Contractor according to HEC-15. Open channels shall be designed to minimize sedimentation.

20.3.5 Hydraulic Structures

20.3.5.1 Culverts

DB Contractor shall analyze existing and proposed culverts and drainage-ways impacted, replaced, or created by the Project, for any localized flooding problems.

DB Contractor shall use the following design criteria:

- The 100-YR ARI headwater elevation will be no higher than then top of crown of the treated subgrade.
- The design year ARI headwater elevation will be no higher than the top of curb of the headwall, or shall not exceed the top of the upstream ditch bank, whichever is lower.

As feasible, culverts shall be designed to achieve a minimum tailwater velocity of two (2) feet per second, or a maximum tailwater velocity of eight feet per second. In the event the maximum desirable tailwater velocities are exceeded, velocity-reducing devices and outfall channel erosion protection shall be included in the design in order to reduce erosion at the culvert outlets. DB Contractor shall obtain approval prior to the installation and use of velocity-reducing devices.

Culverts are classified as major or minor, as follows:

- Major Culvert: A culvert that provides an opening of more than 35 SF in a single or multiple installations. A major culvert may consist of a single round pipe, pipe arch, open or closed-bottom box, bottomless arch, or multiple installations of these structures placed adjacent or contiguous as a unit. Culverts are classified as bridges when they provide an opening measured along the center of the roadway of more than 20 feet between spring lines of arches, or extreme ends of the openings for multiple box culverts; such culverts shall be included in the bridge inventory. Bridge class culverts shall have a minimum rise of 4 feet and design shall include drop-off protection. Major culverts should be analyzed using HEC-RAS.
- Minor Culvert: Any culvert not classified as a major culvert.

The minimum box inside culvert height dimension for all proposed box culverts shall be 3 feet. Existing box culverts that have inside height dimensions of less than 3 feet but that meet all other hydraulic requirements may be extended at their existing height.

The culvert hydraulic analysis shall include a thorough investigation of field conditions and appropriate survey data to develop hydraulic models to: evaluate water surface elevations, velocities and floodplain boundaries. DB Contractor shall coordinate with the local floodplain administrator and FEMA in order to satisfy all floodplain permitting requirements.

20.3.5.2 Bridges

All bridge hydraulic computations, designs, and recommendations shall be consistent with past studies and projects in the area by the USACE and other State or federal agency studies and projects.

Where bridge design is influenced by upstream storage, the analysis of the storage shall be considered in the design of the bridge.

20.3.5.3 Ditches

DB Contractor shall use the following drainage ditch design criteria:

Ditches between roadways:

- Design ARI = 10-year
- Flat-Bottom Ditch = 6-foot bottom width, 4:1 side slopes
- V-Ditch = 6:1 side slopes
- Minimum ditch slope = 0.5%

Ditches next to ROW Line:

- Minimum Ditch Slope = 0.5%
- Design ARI = 5-year

- Flat Bottom Ditch = 6-foot bottom width, 4:1 side slopes
- V-Ditch = 6:1 side slopes
- Minimum Ditch Slope = 0.5%

All ditch lining types will be determined by the shear stress calculations for the design discharge procedure as contained in the TxDOT *Hydraulic Design Manual*.

Minimum 0.5 feet of freeboard shall be provided to the bottom of treated subgrade or to top of ditch, whichever is lower.

20.3.5.4 **Method Used to Estimate Flows**

DB Contractor shall use methods outlined in the TxDOT *Hydraulic Design Manual* for flow determination.

20.3.5.4.1 **Design Frequency**

Major waterway crossings, bridges, culverts, and storm drain systems shall be designed for the frequency corresponding to the roadway classification shown in Section 20.3.1. The functional classification for each roadway is shown in Item 19, "Roadways."

DB Contractor shall evaluate bridges for contraction scour and pier scour concerns and incorporate protection in accordance with Good Industry Practice. DB Contractor shall provide a scour analysis in accordance with TxDOT *Geotechnical Manual*, Chapter 5 for all bridges. If necessary, DB Contractor shall provide countermeasures for any instability and scour problems in accordance with FHWA HEC-23 – *Bridge and Scour and Stream Instability Countermeasures Experience Selection and Design Guidance*.

DB Contractor shall calculate the peak discharge for both existing and proposed conditions. Water surface profiles for design and check flood conditions shall be determined.

20.3.5.4.2 **Hydraulic Analysis**

DB Contractor shall use the most comprehensive available hydrologic and hydraulic models as design base models. For waterways mapped as FEMA SFHA, DB Contractor must comply with TxDOT *Hydraulic Design Manual* procedures, including coordination with the local floodplain administrator(s) and use of the current effective models to create revised effective and proposed effective models. DB Contractor must also coordinate with major adjacent developments that are pursuing a LOMR during the initial development period.

DB Contractor shall design riprap at abutments in accordance with the procedures outlined in HEC-23. For bridge abutments in urban areas, DB Contractor shall install protection in accordance with the Project's aesthetic plan.

20.3.5.4.3 **Bridge/Culvert Waterway Design**

For existing crossings, DB Contractor shall analyze the existing structure using the proposed flows to ensure the headwater does not exceed allowable headwater elevations, as defined in Section 20.3.1. If the proposed drainage produces headwater elevations greater than those allowed by Section 20.3.1, DB Contractor shall design and construct a replacement structure with sufficient capacity to pass the required design-frequency flows and ensure the maximum headwater for the required frequency event does not exceed that of the corresponding event for the current condition. Culvert extensions may increase the headwater elevation, but not above the maximum allowable headwater.

When designing a bridge over waterways, DB Contractor design shall minimize changes to the existing channel. Bridge waterway design shall maintain the existing channel morphology through the structure. An existing bridge spanning a waterway shall not be replaced with a structure of a lesser total span than the original structure. New bridges spanning a waterway shall not result in a narrowing of the existing channel.

20.3.5.4.4 **Bridge Deck Drainage**

Storm water flowing toward the bridge shall be intercepted upstream from the approach slab. Runoff from bridge deck drainage shall be treated as required by TCEQ and other applicable regulation prior to discharge to the natural waters of the State.

Open deck drains and slotted rail are not permissible for new bridges passing over waterways or other roadways. If ponding width limits are exceeded on the new bridges, then the runoff must be conveyed in a

closed system through the bridge columns to the roadway drainage system below. The bridge deck drainage system shall outlet at the bottom of the substructure either into a storm drain system or into an open channel. In no case shall storm water be discharged against any part of the structure.

20.3.5.4.5 **Drainage Report for Major Stream Crossings**

DB Contractor shall prepare a drainage report for each major stream crossing. Major stream crossings are defined as waterways listed as a FEMA SFHA or requiring a bridge class structure, as defined in Section 20.3.5.1. Any other waterway will be a minor stream crossing. The report shall include the detailed calculations, electronic and printed copies of the computer software input and output files, a discussion about hydrologic and hydraulic analysis, and reasons for the design recommendations. The report shall follow the Hydraulic Report Guidelines referenced and outlined in the TxDOT *Hydraulic Design Manual,* Chapter 3. At a minimum, for each crossing the report shall include:

- FEMA SFHA
  - FIRMette;
  - Discussion of SFHA and implications; and
  - Flood Plain Permit, if required by City or County.
- Hydrology
  - Drainage area maps with watershed characteristics/parameterization including topography, both hardcopy and GIS format;
  - Hydrologic calculations (where computer software is used, both hardcopy and electronic input and output files); and
  - Historical or Site data used to review computed flows;
- Hydraulics and Recommended Waterway Opening and/or Structure
  - Photographs of the Site (pre- and post-construction);
  - General plan, profile, and elevation of recommended waterway opening and/or structure;
  - Calculations – hardcopy of output, as well as electronic input and output files for all computer models used for final analysis or for permit request, as well as summary of the basis of the models;
  - Cross-sections of waterway (DB Contractor shall provide a hard copy plot, plus any electronic data used); and
  - Channel profiles.
- Scour Analysis
  - Channel cross-sections at bridge showing predicted scour;
  - Calculations and summary of calculations, clearly showing predicted scour and assumptions regarding bridge opening and piers used to calculate predicted scour;
  - Discussion of review of long-term degradation/aggradation and effects; and
  - Recommendation for abutment protection.

This report shall be a component of the Drainage Design Report.

DB Contractor shall provide bridge hydraulic summary sheets and bridge scour envelope sheets with projected scour calculation summaries for every bridge crossing a waterway in the Record Documents.

20.4 **Drainage Design Report**

A preliminary Drainage Design Report shall be submitted with Preliminary Design Submittal. The preliminary Drainage Design Report shall include at a minimum everything included in the Drainage Design Report as described in this Item 20. Prior to construction of any drainage element, DB Contractor shall submit a preliminary Drainage Design Report for each drainage element to TxDOT.

Within 30 days of Substantial Completion, DB Contractor shall submit to TxDOT, a final Drainage Design Report, which shall be a complete documentation of all components of the Project's drainage system and a part of the Record Documents. At a minimum, the Drainage Design Report shall include:

- Record set of all drainage computations, both hydrologic and hydraulic, and all support data including all geospatial data. If computations are in electronic format, the original format in which the computations were executed shall be submitted, such as XLSX for Microsoft Excel or .xmcd for Mathcad.
- Hydrology/Hydraulic notes, models, and tabulations. Models are to be submitted in the original electronic format (e.g., GEOPAK drainage file – GDF, HEC-RAS – PRJ, Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS) – HMS). Please note some programs such as HEC-HMS generate multiple files which are essential to the overall model. All files shall be included with the Submittal to ensure the results match those in the record set.
- Storm drain drainage reports.
- Bridge and culvert designs and reports for major stream crossings.
- Open channel design data.
- SWSF designs, including graphic display of treatment areas and maintenance guidelines for operation.
- Complete documentation of DB Contractor's assessment of the potential for the Project to cause adverse impacts, including how adverse impacts are mitigated (if needed), and reasonable substantiation that the Project will not cause or increase to damage to properties outside the Project ROW.
- Demonstration that DB Contractor has obtained appropriate drainage easements.
- Correspondence files that include:
  - Meeting minutes pertaining to drainage
  - Email and letter correspondence with all Governmental Entities pertaining to drainage and drainage studies, including any issued floodplain permits
  - Letters to all Governmental Entities pertaining to drainage
- Drainage system data (location, type, material, size, and other pertinent information) in a GIS data format for the existing system to remain in place and the proposed system constructed in conjunction with this Project.
- Exhibits demonstrating the compatibility of the drainage design with the future expansion configuration.
- SWSF Designs, including graphic display or treatment areas.

20.5 Construction Requirements

DB Contractor shall design drainage to accommodate construction staging. The design shall include temporary erosion control measures and other BMPs needed to satisfy the NPDES and other regulatory requirements. DB Contractor shall conduct all Work necessary to meet the requirements for this Item 20 in accordance with the requirements of this Item 20 and the TxDOT Standard Specifications.

The water resources notes in the plans shall include a description of the drainage design for each stage of construction, including temporary drainage elements.

20.6 Submittals

All Submittals described in this Item 20 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 20-3. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 20-3: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
All native design files used in the hydrologic and hydraulic analyses to prepare computations and plans	Upon request	Review and comment	20.3
Preliminary Drainage Design Report	Prior to construction of any drainage element	Review and comment	20.2.1 20.4
Hydraulic summary sheets and bridge scour envelope sheets with projected scour calculation summaries for every bridge crossing a waterway	As part of the Record Documents	Review and comment	20.3.5.4.5
Final Drainage Design Report	Prior to Final Acceptance	Review and comment	20.2.1 20.4

Item 21
Structures

21.1 General Requirements

The structural Elements of the Project, including bridges, culverts, drainage structures, signage supports, illumination assemblies, traffic signals, retaining walls, and noise barriers, shall be designed and constructed in conformance with the requirements of the Contract Documents, AASHTO *LRFD Bridge Design Specifications* except where directed otherwise by TxDOT *Bridge Design Manual – LRFD* and TxDOT *Geotechnical Manual* and TxDOT bridge design policy and information listed at https://www.txdot.gov/inside-txdot/division/bridge.html.

DB Contractor shall design bridges, retaining walls, noise barriers, sign structures, and toll gantry structures if applicable in conformance with the approved aesthetic schemes, guidelines, and standards as identified in Item 23, "Aesthetics and Landscaping."

21.1.1 Lead Structural Engineer

DB Contractor shall employ a Lead Structural Engineer responsible for overseeing the design and construction of all structural elements of the Project such that each element is complete and design requirements are met. The Lead Structural Engineer shall be a PE responsible for coordination of interdisciplinary design reviews in cooperation with leaders of other disciplines. The Lead Structural Engineer or a PE reporting directly to the Lead Structural Engineer shall be the engineer of record for the design of all structural elements on the Project.

21.2 Design Requirements

For bridges, walls, bridge class culverts, sign structures and other miscellaneous structures, a Corridor Structure Type Study and Report shall be submitted to TxDOT for review and comment prior to design of these Elements. At a minimum, structural concepts, details and solutions, soil parameters, hydraulics, environmental requirements, wetland impacts, safety, highway alignment criteria, constructability, aesthetics requirements and continuity for the Project shall be evaluated in the Corridor Structure Type Study and Report. The Corridor Structure Type Study and Report shall clearly define DB Contractor's action to achieve a durable structure compatible with the AASHTO *LRFD Bridge Design Specifications* (or extended life if otherwise called for in Contract Documents) for new Project bridges, walls, culverts and miscellaneous structures. Evaluation of existing structures within the Project limits that will be retained shall be included in the Corridor Structure Type Study and Report.

21.2.1 NBI Reporting Procedures

Upon completion of the bridge layout during the design phase, DB Contractor shall coordinate with the appropriate TxDOT District Bridge Engineer to obtain permanent structure numbers for all bridges and bridge class culverts. This will require an approved bridge layout and completion of the permanent structure request Form. The NBI numbers shall be shown on the applicable layout sheets of the Final Design Submittal.

DB Contractor shall stencil NBI numbers and bent numbers for bridges with four or more spans on all bridge structures. The NBI numbers and bent numbers shall be placed at locations directed by TxDOT.

21.2.2 Design Parameters

Unless otherwise noted, design for all roadway structural elements shall be based on the LRFD methodology included in the TxDOT *Bridge Design Manual – LRFD*, TxDOT bridge design policy and information listed at http://www.txdot.gov/inside-txdot/division/bridge/specifications.html and the AASHTO *LRFD Bridge Design Specifications*.

Design of foundations shall be in compliance with provisions of the TxDOT *Geotechnical Manual*.

Rehabilitation or modification of existing structures or unmodified portions of existing structures not originally designed to LRFD provisions will be governed by their original design requirements as defined in the AASHTO *Standard Specifications for Highway Bridges,* but never less than HS-20 loading. Design of widening of existing structures shall be based on the LRFD methodology included in the TxDOT *Bridge*

Design Manual- LRFD, HL-93 loading and the AASHTO *LRFD Bridge Design Specifications*. For widening of structures, the existing service, operating, and inventory load rating of all existing bridge components shall not be reduced in the process of widening.

Bridge widths shall meet the typical sections shown on the TxDOT Schematic Design. Bridge span lengths shall span the typical section widths of the roadways below including appropriate clear distance unless otherwise shown on the TxDOT Schematic Design or approved by TxDOT.

Steel bridge design shall comply with TxDOT *Preferred Practices for Steel Bridge Design, Fabrication, and Erection.*

Corrosion protection measures shall be in accordance with TxDOT Bridge Division and the respective District's practices. Specific corrosion protection measures can be found at: http://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/district_corrosion.pdf.

Segmental bridges shall conform to the requirements of the AASHTO *Guide Specifications for Design and Construction of Segmental Concrete Bridges*.

DB Contractor shall inspect all structures within the project limits to be reused, widened, lengthened, or modified in accordance with the AASHTO *Manual for Bridge Evaluation* and the TxDOT *Bridge Inspection Manual*.

Hydraulic design shall be in accordance with the provisions of Item 20, "Drainage."

Structural design of signs, luminaires, and traffic signals shall be in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*.

Falsework, shoring, and other temporary supports shall be designed in accordance with the AASHTO *Guide Design Specifications for Bridge Temporary Works*.

Load ratings shall be in accordance with the AASHTO *Manual for Bridge Evaluation* and the TxDOT *Bridge Inspection Manual*.

DB Contractor shall proportion bridge spans to avoid uplift at supports.

DB Contractor shall ensure that bridges crossing over waterways withstand a 100-year frequency event with no loss of structural integrity. DB Contractor shall ensure all applicable requirements of *FHWA HECs* are met as they relate to bridge structures.

Electronic and hard copies of files and design calculations shall be made available at TxDOT's request during design and construction of Elements related to the request. All files and calculations (bridge design notes) shall be submitted with the Record Documents in accordance with Bridge Division's Procedure for Archiving Bridge Design Notes, located in the RID and other the requirements of the DBA.

21.2.3 Bridge Design Loads and Load Ratings

All roadway bridges and bridge class culverts shall be designed to accommodate the following live loads:

- New Construction: A vehicular design load designated HL-93 consisting of the design truck or the design tandem, and the design lane load as defined in the AASHTO *LRFD Bridge Design Specifications* shall be utilized for bridges. Sidewalks of vehicular bridges shall be loaded in accordance with requirements in the AASHTO *LRFD Bridge Design Specifications*.
- Existing Bridge Structures: Load rating of HS 20 Operating. Structures failing to meet this standard shall be rehabilitated to a load rating of HS 20 Operating or replaced using LRFD design and HL-93 loading.
- Existing Bridge Class Culverts: Load rating of HS 20 Operating. Structures failing to meet this standard shall be rehabilitated to a load rating of HS 20 Operating or replaced using LRFD design and HL-93 loading.
- Existing Bridge Widenings: HL-93 for widening and HS 20 Operatingminimum for existing portion (designate both existing and widening loading on bridge layouts). Existing structures with load rating exceeding HS 20 Operating shall not have their existing capacity reduced in the process of widening.

21.2.4 Bridge Decks and Superstructures

Fracture critical members shall not be used for bridges without written authorization from TxDOT, and if allowed by TxDOT, fracture critical members shall be designed to allow full access for inspection.

Modular joints shall not be used without written authorization from TxDOT. If allowed, modular joints shall only be used when anticipated movement exceeds five inches and shall be designed and tested for fatigue loading including the anchorage system.

DB Contractor shall minimize the number of bridge deck joints. DB Contractor shall locate joints to provide for maintenance accessibility and future replacement. Joints for all grade separation structures shall be sealed.

DB Contractor shall provide reinforcing steel in accordance with TxDOT provisions for corrosion protection measures.

For bridge widenings in Districts requiring corrosion resistant reinforcing (or equivalent measures), existing uncoated reinforcing in the bridge deck exposed during bridge deck removal shall receive an abrasive blast cleaning followed closely by an application of BASF Emaco P25, Sika Armatec 110 EpoCem, or Euclid Duralprep A.C. Perform all work in accordance with manufacturer's specifications. Cleaning and coating operations must be performed no more than seven (7) days prior to placement of the concrete. In the event more than seven (7) days is required between initial coating and bridge deck placement, the DB Contractor shall apply a second coat of the same material used initially to the bars approximately one (1) day prior to placement of the concrete.

DB Contractor shall incorporate the following additional superstructure corrosion protection measures:

- 8.5-inch minimum concrete bridge deck thickness with 2.5-inch clear cover to the top mat of reinforcing steel;

DB Contractor shall make bridge superstructures, joints, and bearings accessible for long-term inspection and maintenance. DB Contractor shall make open-framed superstructures accessible with walkways or by use of ladders or an under-bridge inspection truck.

DB Contractor shall embed all conduit. No exposed conduit will be allowed on bents, columns, bridge beams, retaining walls, or any other visible surface unless specifically approved by TxDOT.

Box girders and caps (substructure) shall be accessible without impacting traffic below; DB Contractor shall make concrete box girders and caps (substructure) with a minimum inside depth of six feet to facilitate interior inspection. DB Contractor shall include a minimum access opening of 3-foot diameter into all cells and between cells of the girders to allow free flow of air during inspections. The outside access opening cover shall hinge to the inside of the box girder and caps (substructure). Steel tub girders shall meet the guidelines in the TxDOT *Preferred Practices for Steel Bridge Design, Fabrication, and Erection*.

Segmental bridges shall additionally conform to the following:

- Segmental bridge decks shall use deck protection systems to prevent infiltration of corrosive agents into reinforcing in the superstructure. The deck protection system used minimize cracking and develop adequate bond strength with the superstructure.
- If monolithically cast overlay is used as part of the deck protection system, DB Contractor shall develop fully engineered design guidelines for the thickness of the monolithic concrete removed and replaced in a manner that keeps distress and changes in surface profile at the time of concrete removal to levels that do not reduce the structural integrity of the structure.
- All expansion joints shall be sealed or drained. External tendons, if used, shall be protected with a water-tight duct jointing system.
- The design, detail and construction of segmental bridges shall provide for the easy addition of supplemental post-tensioning.

21.2.5 Bridge Substructure

Integral abutments, where the superstructure is structurally framed (either completely or partially) into the abutment, shall not be used unless specifically approved by TxDOT. MSE walls shall not serve as structural

foundations for bridges on the Project, and shall not be subjected to vertical loads from the bridges. Bridge approach slabs or other settlement mitigation measures if approved by TxDOT shall be designed and constructed to mitigate settlement immediately behind abutment backwalls.

21.2.6 Bridge Railing and Barriers

All barrier systems used on the Project shall meet current crash test criteria as specified in the AASHTO *Manual for Assessing Safety Hardware* (MASH), TxDOT *Bridge Railing Manual,* and other safety requirements as determined by TxDOT. All testing and associated costs for non-standard railings shall be the sole responsibility of DB Contractor and shall be accomplished through a third party acceptable to TxDOT. A current list of standard railing is provided in the TxDOT *Bridge Railing Manual*. SSTRs shall be utilized on bridge structures. DB Contractor shall protect sidewalks on high speed bridges from vehicular impact by using TxDOT-approved bridge railings.

21.2.7 Retaining Walls

The type of retaining wall shall be restricted to those typically used by TxDOT, unless DB Contractor requests and is granted approval of an alternative system by TxDOT.

The design of wall structures shall take into account live load surcharges. DB Contractor shall apply the appropriate live loading condition (vehicular, heavy rail, transit, etc.) to which each wall is subjected. These live load surcharges shall be based on AASHTO *LRFD Bridge Design Specifications*, AREMA *Manual for Railway Engineering*, or the requirements of the specific railroad and transit owner/operator.

The retaining wall layout shall address slope maintenance above and below the wall.

DB Contractor shall design and construct components of the Project to provide embankments without the use of retaining walls. Where earthen embankments are not feasible, DB Contractor may use retaining walls.

If pipe culverts are to extend through the retaining walls or noise barriers, the pipe shall be installed so that no joints in the pipe are located within two (2) feet of face of wall.

Pipe for storm drain systems shall not run longitudinally within the MSE retaining wall earth reinforcement zone unless approved by TxDOT.

No weep holes through the face of the retaining walls will be permitted, except at the base of the walls.

Underdrains are required and shall be a minimum of eight inches with cleanouts at a maximum of 300-foot spacing unless an alternative is approved by TxDOT. Underdrains shall be sloped to drain to outfalls.

21.2.8 Noise Barriers

DB Contractor shall design and construct all noise barriers to achieve the decibel reduction requirements in the NEPA Approval(s) and meet the aesthetic requirements in Item 23, “Aesthetics and Landscaping.”

21.2.9 Drainage Structures

In developing the design of drainage structures, DB Contractor shall account for maximum anticipated loadings for the Project.

Energy dissipaters, if used, shall be considered as structural Elements.

DB Contractor shall analyze existing drainage structures for capacity and as necessary retrofit or replace elements to accommodate any additional loads, settlements, and/or other structural impacts associated with the Project.

21.2.10 Sign, Illumination, and Traffic Signal Supports

DB Contractor shall design overhead and cantilever sign supports to accommodate the Project. Cantilever and sign bridge supports shall be placed outside the clear zone or shall be otherwise protected by appropriate safety measures. Sign supports shall be provided at locations necessary to meet the signing requirements of the Project. Supports for bridge mounted illumination poles shall not be located more than 10’-0” away from centerline bearing of a bridge bent or abutment unless approved by TxDOT.

21.2.11 Rehabilitation of Structures to be Widened, Extended, or Reused

For existing structures to be widened, extended, or reused, DB Contractor shall perform a condition survey including condition rating, load rating, remaining service life and recommended rehabilitation. DB Contractor

shall submit a rehabilitation report to TxDOT for approval 60 days prior to performing rehabilitation activities on the bridge.

Any component with a condition rating less than 7 as determined in the condition survey and any other defects discovered by DB Contractor shall be rehabilitated. DB Contractor shall perform inspections using inspectors, pre-approved by TxDOT, with previous experience inspecting TxDOT bridge inventory. The inspectors shall confirm rehabilitation has achieved a minimum condition rating of 7 for each structural component at Substantial Completion.

DB Contractor shall clean and repair existing expansion joints and provide new full width seals for existing and widened structures including all existing open joints.

DB Contractor shall inspect all existing bridge bearings. As necessary, DB Contractor shall rehabilitate, repair, or replace existing bridge bearings to accommodate design loads and expansion.

DB Contractor shall patch and repair concrete spallings, and concrete delaminations, clean and repair exposed reinforcing, seal cracks and repair or replace structurally damaged elements of existing structures.

DB Contractor shall remove rust, clean, and paint all existing steel bridge superstructures and associated steel bridge bearings. DB Contractor shall perform a paint condition assessment for all painted structures prior to any rehabilitation activities. Recommendations to leave any existing coatings intact shall be submitted to TxDOT for approval.

Full bridge deck replacements shall consist of a minimum of 8.5-inch-thick Class S concrete bridge deck. Bridge beams/girders and substructures shall be rehabilitated or replaced as required to support the new bridge deck load in combination with live load specified in Section 21.2.3.

21.3 Construction Requirements

DB Contractor shall conduct all Work necessary to meet the requirements for this Item 21 in accordance with the requirements of this Item 21 and TxDOT Standard Specifications.

21.4 Submittals

All Submittals described in this Item 21 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 21-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 21-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Corridor Structure Type Study and Report	Prior to the design of bridges, walls, bridge class culverts, sign structures and other miscellaneous structures	Review and comment	21.2
All electronic and paper copies of files and design calculations	Upon request and no later than the start of construction of Elements related to the request	For information	21.2.2
Rehabilitation report for existing structures	Prior to performing rehabilitation activities	Approval	21.2.11
Recommendations to leave any existing coatings intact	Prior to any rehabilitation activities	Approval	21.2.11

Item 22
Rail

22.1 **General Requirements**

This Item 22 defines the criteria required to design and construct rail corridors, rail facilities, rail structures, and rail line crossings within the Project ROW.

If the Project includes a rail corridor crossing within the Project ROW, DB Contractor shall prepare a geometric design for the rail corridor. DB Contractor's PMP shall set forth an approach, procedures, and methods for the rail corridor design and construction meeting the requirements set forth in the Contract Documents.

DB Contractor shall ensure that the Project does not negatively impact the safety of railroad operations. DB Contractor shall coordinate the Work with the railroad to avoid impacts to railroad operations, except as specifically approved by the railroad.

22.2 **Railroad Design Standards**

The design for all railroad elements of the Project shall be based on the AREMA *Manual for Railway Engineering* and the requirements of the operating railroad. DB Contractor's design shall minimize service interruptions to existing rail lines.

All Work involving railroad companies, Work on railroad ROW, and the development and execution of railroad programs shall be in accordance with:

- The respective railroad;
- State and federal Law; and
- The practices, guidelines, procedures, and methods contained in TxDOT's *Rail-Highway Operations Manual*.

Additionally, the requirements of the owner of each facility crossed shall be compared to the requirements in the TxDOT Rail-Highway Operations Manual and the most restrictive criteria shall be utilized.

At highway-rail grade crossings, the roadway and drainage design parameters shall be maintained at the crossing with exception for the cross slope of the pavement, which may be transitioned to match the grade across the rail line.

DB Contractor's design shall minimize service interruptions to existing rail lines.

The structural design of any Utilities, including drainage structures, installed by DB Contractor and crossing a rail line, shall be in accordance with the operating railroad's design criteria. DB Contractor shall coordinate with the operating railroad the design and construction of the construction staging, including any shooflies.

22.2.1 **Design Criteria**

DB Contractor shall avoid placement of temporary or permanent project components inside railroad ROW to the extent possible. Any such placements inside railroad ROW require approval of the operating railroad. DB Contractor shall be responsible for obtaining required approvals.

22.3 **Administrative Requirements**

22.3.1 **Railroad Agreements**

Construction and maintenance agreements shall be between TxDOT, DB Contractor, the appropriate railroad company and appropriate Governmental Entities and may take 12 months or more to obtain from the railroad company. Current approved templates for TxDOT/railroad company agreements are available from the TxDOT Rail Division at Rail-Highway.Section@txdot.gov.

The following agreements may be required based upon the railroad's requirements:

- Preliminary Engineering – Most railroads require preliminary engineering agreements in order to proceed with the development and review of plans. These agreements shall be

between DB Contractor and the railroad. DB Contractor shall prepare and be responsible for executing any required preliminary engineering agreements with the railroad to reimburse the railroad for preliminary engineering and estimating performed by the railroad or representative(s) included attending project meetings, reviewing and approving designs, and developing any necessary cost estimates;

- License to Cross and Construction and Maintenance Agreement (License Agreement) – DB Contractor shall prepare the draft agreement to be executed between railroad, DB Contractor and TxDOT. A license to cross railroad ROW is normally required when the highway project involves a new crossing or grade separation of the railroad. A separate easement agreement may be obtained in lieu of the License to Cross. DB Contractor shall prepare all the documents required to obtain the License Agreement, including preparation of the plans and specifications and estimates, making necessary modifications as required on behalf of TxDOT. DB Contractor shall submit the draft License Agreement to TxDOT for transmittal to the railroad. TxDOT shall have the opportunity to comment on any submittals, and DB Contractor shall respond to all comments in writing. TxDOT will not proceed with the construction and maintenance agreement until all comments have been incorporated or satisfactorily resolved by any or all of DB Contractor, railroad or TxDOT, DB Contractor shall submit a complete and final agreement to TxDOT for execution. This railroad agreement shall include provisions for each party's access to the facilities for regular inspection, and maintenance as well as emergency repairs as required;
- Aerial Easements (for grade separations only) – DB Contractor may be required by the railroad company to enter into a separate easement agreement to obtain aerial rights to cross railroad ROW. If an aerial easement is required, the "License" portion of the construction and maintenance agreement will be modified to identify the aerial easement as the right to cross railroad ROW with the new highway facility;
- Temporary Construction Easements – DB Contractor may be required to purchase a temporary construction easement for the railroad company. This requirement will be stipulated in and be a part of the construction and maintenance agreement; and
- Railroad's Contractor ROE Agreements (Texas-approved versions only) – In order to enter the railroad's ROW to perform the Work, DB Contractor or its Subcontractor shall secure a railroad ROE Agreement and shall coordinate the arrangements of the necessary agreements directly with the railroad.

All executed agreements shall be submitted in their entirety as part of the Record Documents.

22.3.2 Operation Safety

DB Contractor shall arrange with the operating railroad for railroad flagging as required. DB Contractor shall comply with the operating railroad's requirements for contractor safety training prior to performing Work or other activities on the operating railroad's property and shall maintain current registration prior to working on railroad property.

22.3.3 DB Contractor ROE Agreement

DB Contractor shall cooperate and coordinate with all operating railroads for access by the operating railroad and/or their agents to the rail ROW as necessary for rail maintenance and operations activities, inspection, repair and emergency responses.

22.4 Construction Requirements

DB Contractor shall comply with all construction requirements and specifications set forth by the operating railroad and shall invite the appropriate railroad company to pre-construction meetings for work performed within the railroad's ROW.

DB Contractor shall be responsible for scheduling the work to be completed by operating railroad, as well as the work to be completed by its own forces. DB Contractor shall be responsible for all costs associated with its performance of the obligations in the railroad agreements, including any amendments, change orders, or force account work under such agreements.

22.4.1 Flagging

DB Contractor shall arrange for railroad flagging, as required by the railroad company, to ensure the safe passage of rail traffic throughout the Project limits affecting railroad ROW.

22.5 Submittals

All Submittals described in Item 22 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 22-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 22-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
License Agreement Documentation	Prior to obtaining the License Agreement	Review and comment	22.3.1
Copy of the fully executed railroad agreement	Prior to performing any work within the affected Railroad ROW	For information	22.3.1

Item 23
Aesthetics and Landscaping

23.1 **General Requirements**

This Item 23 defines requirements with which DB Contractor shall design and construct aesthetic treatments for the roadway, structures, drainage, and landscaping elements of the Project. Aesthetic treatments shall be designed to harmonize with the local landscape and architecture, as well as the developed themes of the local settings.

This Item 23 presents minimum aesthetics and landscape design requirements for Project designs. For purposes of this Item 23, the following list of items will be considered the aesthetics elements of the Project design:

- Material, finish, color, shape, and texture of bridge elements;
- Materials, finish, and color of barriers and railings;
- Paved slope treatments;
- Finish, color, and texture of retaining and noise/sound walls;
- Contour grading, slope rounding, channel treatments, and drainage;
- Sculptural and artistic features of other structures;
- Sidewalks, medians, or pedestrian specialty paving, including material, finish, and color;
- Hardscape at interchanges and intersections;
- Gateway and wayfinding markers;
- Fencing;
- Signage – overhead, attached, and ground-mounted;
- Any permanent building construction within the Project, including ancillary and operational support;
- Light fixture, ambient light colors, and general layout conditions; and
- Landscape plant materials.

23.1.1 **Aesthetics Concepts**

Aesthetic elements shall be designed as corridor-wide enhancements. To the extent practicable, the aesthetic elements shall remain consistent in form, materials, and design throughout the length of the Project where applied.

It shall be understood that with TxDOT approval, the concepts for components of the Project corridor may need to be adapted to the Site-specific conditions of the Project.

23.1.2 **Aesthetics and Landscaping Plan**

DB Contractor shall prepare an Aesthetics and Landscaping Plan for approval by TxDOT, in its reasonable discretion. The Aesthetics and Landscaping Plan shall provide guidelines and requirements for the aesthetics design of the Project. The Aesthetics and Landscaping Plan shall include all elements to fully communicate the proposed aesthetic treatment to TxDOT. The Aesthetics and Landscaping Plan shall meet the requirements of all standards and documents identified or otherwise specified within this Item 23.

The Aesthetics and Landscaping Plan shall include all elements to fully communicate the proposed aesthetic treatment to TxDOT and shall address the following requirements:

23.1.2.1 **Aesthetics**

DB Contractor shall provide:

- All plans, sections, elevations, perspectives, isometrics, etc., as needed to fully communicate the aesthetic treatment and approach to aesthetic elements, including: walls, noise/sound walls, bridges, traffic rail, landscape pavers, and signage structures,; A master plan that will convey the layout of the various roadway conditions (i.e.,

depressed sections, elevated sections, at-grade roadways, bridges, cantilevered structural sections);

- Drawings showing locations of Site-specific elements (i.e., fences, signage, colored lighting, potential locations of TxDOT approved community improvement opportunity areas, gate way markers, bridge enhancements, and landscaping); and
- Drawings showing color schemes and their locations.

23.1.2.2 **Landscaping**

DB Contractor shall provide:

- A plan that indicates plant palettes, plant size and locations, plant specifications, planting specifications and staking details, soil preparation plan, and planting dates;
- An establishment program;
- A maintenance program; and
- Composite drawings of all utilities and easements that would interfere with landscaping, markers, or any other identified enhancements.

The Aesthetics and Landscaping Plan shall include all plans, elevations, perspectives, isometrics, details etc., as needed to fully convey the aesthetic treatment. Soil preparation plans, landscape staking, mulching, and other aspects of plant installation and maintenance of the Project shall comply with the TxDOT Standard Specifications and Good Industry Practice.

The Aesthetics and Landscaping Plan shall serve as the primary standard guidance necessary to produce the intended aesthetic form, function, and appearance of this Project.

TxDOT approval of the Aesthetics and Landscaping Plan is required prior to construction of any elements affected by this plan.

23.1.3 **Personnel**

DB Contractor shall provide a landscape architect, registered in the State of Texas, to develop the Aesthetics and Landscaping Plan. DB Contractor's landscape architect shall remain involved from the beginning of the Aesthetics and Landscaping Plan, through construction, and shall ensure continuity and compliance with the Aesthetic and Landscaping Plans and applicable TxDOT and TxDOT District office standards and these DB Specifications.

23.2 **Design Requirements**

23.2.1 **Aesthetics Principles and Strategies**

DB Contractor shall follow the guidelines and requirements of the approved Aesthetics and Landscaping Plan as well as the aesthetics principles, requirements, and strategies established by TxDOT for the Project design, including the following:

- Aesthetics shall not interfere with safety, constructability, or maintenance requirements;
- The Project design shall minimize impact on the existing natural environment to the extent possible;
- The Project design shall emphasize and enhance the existing natural context and landscape to the fullest extent possible;
- Simple geometric shapes for structures shall be used to the extent possible for continuity along the entire length of the Project;
- All bridges and other structures shall be simplified in their design, and to the greatest extent possible, kept small in size, bulk, and mass;
- All structures shall be carefully detailed so as to achieve the greatest level of aesthetic quality and conform to the approved *Aesthetic and Landscaping Plan*;
- Color, texture, and form shall be used appropriately for all structures;
- Graphics, signage, and lighting shall be consistent along the entire length of the Project;

- Existing native trees and established naturalized trees and natural features shall be preserved to the greatest extent possible, and TxDOT consent will be required in order to use a natural feature for erosion control;
- Aesthetic elements shall be fully integrated with the overall structure and landscape design;
- Visual quality of the landscape shall be consistent along the entire length of the Project;
- Native-area and/or naturalized plant materials that exhibit good drought tolerance shall be used to the extent possible;
- Aesthetic elements shall be easy to maintain and resistant to vandalism and graffiti; and
- Aesthetic elements shall conform to the approved *Aesthetic and Landscaping Plan*.

23.2.2 **Walls and Sign Columns**

DB Contractor shall design noise/sound walls to be similar in color, texture, style, and aesthetic treatment to retaining walls consistent with the approved *Aesthetic and Landscaping Plan*. DB Contractor shall apply aesthetic treatments to the vertical surfaces of retaining and noise/sound walls where the surface is visible from the roadway or adjacent residential dwelling units. Consistent treatments shall be used for retaining and noise/sound walls and exposed concrete column sign support structures that articulate the design themes established. DB Contractor shall clearly detail and identify how wall patterns shall be incorporated into the chosen design solution.

The roadside face of noise/sound walls shall have a consistent appearance throughout their length. The side of the noise/sound walls facing away from the roadway may vary based upon TxDOT-approved conceptual and final design and, if so directed by TxDOT, community input gathered by DB Contractor.

23.2.3 **Bridges and Other Structures**

All aesthetic treatments for structural Elements shall be coordinated with DB Contractor's structural design team to facilitate constructability and maintain safety requirements. All substructure columns, abutments, bridge rails, and other structures shall be consistent in form and texture with similar shapes and details used for all bridges, in accordance with the approved *Aesthetic and Landscaping Plan.*

No exposed conduits or drain pipes will be allowed on bents, columns, bridge beams, retaining walls, or any other visible surface unless specifically approved by TxDOT.

Concrete beam spans shall be of constant depth throughout the structure.

23.2.4 **Trees, Shrubs, and Other Plant Materials**

All trees, shrubs, deciduous vines, and perennials shall comply with the applicable requirements of *ANSI Z60.1 American Standard for Nursery Stock*. DB Contractor shall utilize plant species native to or naturalized in the Project region.

Vegetation provided, other than grassing, and erosion control measures, shall be placed in accordance with TxDOT minimum clearance zones.

23.2.5 **Riprap, Paving, and Pavers**

Concrete paving or landscape pavers shall be used in hard-to-reach mowing areas or under structures such as, but not limited to, areas between, near, or next to guard fence posts, bent columns, retaining walls, freeway ramp gores, paved ditches, flumes, and ditch inlets to improve roadway appearance.

Concrete riprap and landscape pavers shall be applied per the approved Aesthetic and Landscaping Plan.

23.3 **Construction Requirements**

DB Contractor shall conduct all Work necessary to meet the requirements for this Item 23 in accordance with the requirements of this Item 23 and the TxDOT Standard Specifications.

DB Contractor shall provide TxDOT sample panels. DB Contractor shall construct sample panels in accordance with Item 427.4.3.5 (Form Liner Finish) of the TxDOT Standard Specifications that comply with the principles, requirements, and strategies established by TxDOT and the approved Aesthetics and Landscaping Plan and TxDOT district standards. TxDOT must review and approve the sample panels before any construction form liners, paint, or landscape pavers may be ordered, obtained, or used. DB Contractor

shall provide sample equivalent to the size of the panels that will be installed when constructed with a representative un-textured surrounding surface. The approved sample panel shall be the standard of comparison for the production concrete surface texture.

For textured panels or concrete surfaces finished with a coating of paint or stain, DB Contractor shall prepare a corresponding coated panel or surface area of an in-place element for TxDOT approval prior to the coating operation.

All sample panels shall be representative of the actual panel that will be placed. Primary, secondary, and accent colors shall be displayed.

23.4 Aesthetic and Landscaping Enhancements

If requested by TxDOT, DB Contractor shall provide adjacent Governmental Entities the opportunity to enhance aesthetic and landscaping features consistent with the requirements herein. At TxDOT's request, DB Contractor shall coordinate the necessary arrangements directly with the appropriate local Governmental Entity for aesthetic enhancements within the local Governmental Entity's jurisdiction. DB Contractor shall coordinate with the Utility Owner(s) and ensure power service is initiated and provided/maintained for all irrigation controllers and aesthetic lighting within the Project during the Term.

Aesthetic enhancements shall be incorporated into the aesthetic concept to be submitted in plan form to TxDOT for approval.

23.5 Submittals

All Submittals described in this Item 23 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 23-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 23-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Panel samples	Prior to starting construction of textured concrete surfaces and landscape pavers	Approval	23.3

Item 24
Signing, Delineation, Pavement Marking, Signalization, and Lighting

24.1 **General Requirements**

This Item 24 includes requirements with which DB Contractor shall design, construct, and maintain, all signs, delineation, pavement markings, signals, and lighting for the Project.

24.2 **Administrative Requirements**

24.2.1 **Meetings**

DB Contractor shall arrange and coordinate all meetings with local Governmental Entities that will assume responsibility for maintaining and operating traffic signals and roadway lighting. DB Contractor shall provide TxDOT with notification of such meetings a minimum of 48 hours prior to the start of the meeting. TxDOT, in its discretion, may attend such meetings.

DB Contractor shall arrange and coordinate all meetings with Governmental Entities or other Persons requesting special signs.

24.3 **Design Requirements**

DB Contractor shall design all signing, delineation, pavement marking, and signalization in accordance with the TMUTCD and TxDOT SHSD, TxDOT *Freeway Signing Handbook,* TxDOT *Sign Crew Field Book*, TxDOT *Traffic Signals Manual,* TxDOT Engineering Standard Sheets,TxDOT Standard Specifications, and Good Industry Practice. DB Contractor shall design all illumination (lighting) in accordance with the TxDOT *Highway Illumination Manual*, NEC, AASHTO *Roadway Lighting Design Guide*, TxDOT Engineering Standard Sheets, TxDOT Standard Specifications, and Good Industry Practice

24.3.1 **Final Design**

DB Contractor shall submit, for TxDOT's approval, a preliminary operational signing schematic. Design of the signing, delineation, pavement marking, signalization, and lighting shall be based on the approved preliminary operational signing schematic. Before placing any signs, delineation, non-standard sign structures, pavement markings, traffic signals, and lighting, DB Contractor shall provide TxDOT a layout indicating the proposed location of such items. DB Contractor shall provide TxDOT advance notice of changes or revisions to sign locations included in the preliminary operational signing schematic.

24.3.2 **Signing and Delineation**

DB Contractor shall design and install all signs as shown on the RFC Documents. Signs include new signs, as well as modifications to existing sign panels and structures. The use of existing sign structures by DB Contractor shall be subject to TxDOT approval. DB Contractor shall confirm the suitability of existing sign structures considered for use and shall be responsible for necessary modifications. DB Contractor's design shall include the locations of ground-mounted and overhead signs, graphic representation of all signs, proposed striping, delineation placement, guide sign and special sign details, and structural and foundation requirements. Signs shall be located in a manner that avoids conflicts with other signs, vegetation, DMS, lighting, and structures.

DB Contractor shall ensure that signs are clearly visible, provide clear direction and information for users, and comply with all applicable TMUTCD requirements.

Subject to Section 24.3.4, DB Contractor shall review with TxDOT all requests for new signs, including traffic generators, or modifications of existing sign text. Such requests are subject to TxDOT's approval.

DB Contractor's design of delineators and object markers shall comply with TMUTCD requirements.

Signs shall meet the requirements of TxDOT's SHSD.

DB Contractor shall replace signs, including school signs and flashers, affected by any local street improvements.

DB Contractor shall ensure all existing street name signs for cross streets are replaced or relocated and proposed street name signs are installed according to TMUTCD requirements.

24.3.3 Project Signs – Outside the Project ROW

For signs located outside the Project ROW but within a public ROW, DB Contractor shall install the signs in existing ROW controlled by local Governmental Entities or other State Governmental Entities. DB Contractor shall coordinate with appropriate Governmental Entities for the design and installation of such signs.

24.3.4 Third-Party Signs

In addition to the warning, regulatory, and guide signs within the Project ROW, TxDOT or Governmental Entities may request that third-party signs, including logo signs, be installed by a third party. DB Contractor shall coordinate and cooperate with any third party performing such work. TxDOT may solicit input from DB Contractor in reviewing applications for new third-party signs, but will retain sole authority for approving installation of these signs. If approved by TxDOT, TxDOT may require DB Contractor to fabricate and/or install these signs as a TxDOT-Directed Change.

DB Contractor shall maintain existing third-party signs and shall not remove, adjust, or relocate third party signs without approval of the third party and TxDOT.

24.3.5 Sign Support Structures

DB Contractor shall determine foundation types and design sign foundations based upon geotechnical surveys/tests using Good Industry Practice. Designs for sign supports shall also comply with requirements in Item 21, “Structures,” and Item 23, “Aesthetics and Landscaping.”

24.3.6 Pavement Markings

DB Contractor shall ensure that the design and installation of all pavement markings comply with applicable TMUTCD requirements and TxDOT Traffic Engineering Standard Sheets.

24.3.7 Signalization

Traffic signal designs and modifications to existing traffic signals shall be completed in accordance with TxDOT Standard Specifications, the TMUTCD, and the requirements of the appropriate Governmental Entity.

24.3.7.1 Traffic Signal Requirements

DB Contractor shall design and install new or modified existing fully-actuated temporary and permanent traffic signals at all TxDOT-authorized intersections within Project limits that are impacted by the Traffic Control Plan and/or final design. DB Contractor shall maintain all signals modified by DB Contractor from the time at which it is modified through Final Acceptance. DB Contractor shall coordinate with TxDOT and the appropriate Governmental Entities to define appropriate traffic signal design requirements, local agency oversight of DB Contractor’s Work, and final acceptance of traffic signals. DB Contractor shall coordinate with the appropriate Governmental Entities for synchronization of traffic signal networks.

DB Contractor shall comply with TxDOT *Traffic Signals Manual*.

DB Contractor’s design shall also incorporate the following requirements:

- Design mast arms, poles, heads and foundations in accordance with TxDOT standards;
- Comply with the UAR for proper cover of conduit;
- Comply with Electrical Detail (ED) sheets of the TxDOT Engineering Standard Sheets;

24.3.7.2 Traffic Signal Timing Plans

DB Contractor shall design signal timing plans for all new and modified traffic signals. DB Contractor shall coordinate and implement signal timing plans that optimize traffic flows and provide signal coordination with adjacent intersections and arterials for all new and modified signals. Unless timing maintenance is otherwise provided by a Governmental Entity pursuant to a Third Party Agreement, DB Contractor shall be responsible for updating signal timing as necessary to maintain optimized flow. Signal timing and phasing plans at diamond interchanges shall conform to the coordinated signal phasing and timing of the corridor.

DB Contractor shall provide copies of all final implemented signal timing plans to the appropriate Governmental Entity.

24.3.7.3 Traffic Signal Warrants

As part of the final design process, DB Contractor shall collect traffic data and prepare traffic warrant studies for proposed signalized intersections not signalized at the time of NTP1, and shall submit these signal warrant studies to TxDOT for review. The warrant studies shall address all signal warrant criteria in the TMUTCD. DB Contractor shall make recommendations for new signal installations based on these warrant studies in consultation with TxDOT and the appropriate Governmental Entities. TxDOT will reasonably determine if a signal or modification is required, based upon the warrant study.

All requests for signals within the Project ROW throughout the Term of the DBA shall be subject to TxDOT approval. Requests for signals shall include supporting traffic warrant studies and traffic signal plans prepared in accordance with the TMUTCD and TxDOT Engineering Standard Sheets and TxDOT Specifications.

Signal warrant studies shall be based on actual traffic and/or opening year traffic projections. If actual traffic volumes are not available, but opening year traffic is available, DB Contractor shall use the procedure in Chapter 3 of the TxDOT *Traffic Signals Manual* to determine the volumes to be analyzed. If opening year traffic volumes are not available, opening year traffic volumes shall be calculated by applying a 50-percent reduction to the design year traffic projections. DB Contractor shall conduct additional traffic signal warrant studies for all intersections located in the Project ROW, commencing six months after the Project is opened for traffic. If additional signals or modifications to existing signals are warranted, based on the traffic volumes obtained through these studies, DB Contractor shall be responsible for installation of additional traffic signals or modification of previously-installed traffic signals. If, based on the above traffic counts, the need for a signal or signal modification is unclear, TxDOT will reasonably determine if the new signal or signal modification is required.

24.3.7.4 Traffic Signal Support Structures

DB Contractor shall coordinate with TxDOT and the appropriate Governmental Entities to determine the type of traffic signal support structures. DB Contractor shall obtain the appropriate Governmental Entities' approval of traffic signal support structures to be used on new and modified signal installations.

Designs for traffic signal support structures shall also comply with requirements in Item 21, "Structures."

24.3.7.5 Traffic Signal Systems

DB Contractor shall provide to TxDOT an (ATP) for all traffic signals. This ATP shall also be submitted to the appropriate Governmental Entity. DB Contractor shall conduct testing in accordance with the ATP and document those results to show conformance.

24.3.8 Lighting

All third-party requests for lighting within the Site shall be subject to TxDOT approval.

DB Contractor shall design lighting systems in accordance with the TxDOT *Highway Illumination Manual*. All design and construction shall comply with the latest TxDOT Engineering Standard Sheets and TxDOT Standard Specifications. At all times during the Term of the DBA, DB Contractor shall maintain safe lighting conditions along the Project roadway.

Conventional luminaire poles and breakaway bases shall be designed in accordance with AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. For all poles located within the clear zone of the roadways, DB Contractor's design shall incorporate breakaway devices that are pre-qualified by TxDOT. Any high mast lighting poles shall meet the requirements of TxDOT Engineering Standard Sheets and TxDOT Standard Specifications.

DB Contractor shall place all understructure lighting in a configuration that minimizes the need for Lane Closures during maintenance.

DB Contractor shall determine and design appropriate foundation types and lengths for permanent lighting structures.

DB Contractor shall ensure that lighting structures comply with Federal Aviation Administration (FAA) height restrictions near airport facilities. In the event that proposed or existing luminaires, mast arms, or poles infringe into an airport's or heliport's base surface, DB Contractor shall coordinate with the FAA and TxDOT to permit or relocate such structures. If FAA restrictions prohibit lighting structures from being placed in

certain areas near an airport facility, DB Contractor shall find alternative ways of providing the required level of lighting.

DB Contractor shall provide to TxDOT an ATP for all illumination. This ATP shall also be submitted to the appropriate Governmental Entity. DB Contractor shall conduct testing in accordance with the ATP and document those results to show conformance.

24.3.9 Visual Quality

Notwithstanding the requirements of Section 24.3.8, DB Contractor shall provide luminaires of equal height along the roadway.

DB Contractor shall not use timber poles for permanent installation.

DB Contractor shall re-sod or re-seed areas of construction disturbed by the installation of signs, traffic signal systems, or lighting systems after final installation.

24.4 Construction Requirements

DB Contractor shall conduct all Work necessary to meet the requirements for this Item 24 in accordance with the requirements of this Item 24 and the TxDOT Standard Specifications.

24.4.1 Permanent Signing and Delineation

DB Contractor shall use established industry and utility safety practices to erect and remove signs located near any overhead or underground Utilities, and shall consult with the appropriate Utility Owner(s) prior to beginning such Work.

DB Contractor shall leave all applicable advance guide signs and/or exit direction signs in place at all times and shall not obstruct the view of the signs to the motorist. DB Contractor shall replace any other removed signs before the end of the work day.

DB Contractor shall affix a sign identification decal to the back of all signs for inventory purposes and shall submit inventory information to TxDOT in a TxDOT-compatible format for inclusion into the MMS.

All installed signs are required to meet the minimum retroreflectivity values specified in TMUTCD Table 2A-3 (Minimum Maintained Retroreflectivity Levels).

24.4.2 Permanent Pavement Marking

DB Contractor shall meet the following minimum retroreflectivity values for edge line markings, centerline/no passing barrier line markings, and lane line markings when measured any time after three (3) days, but not later than 10 days after application:

- Type I, thermoplastic pavement markings
  - White markings: 250 millicandelas per square meter per lux (mcd/m2/lx)
  - Yellow markings: 175 mcd/m2/lx
- Type II, paint and beads
  - White markings: 175 mcd/m2/lx
  - Yellow markings: 125 mcd/m2/lx

24.4.3 Permanent Signalization

DB Contractor shall coordinate with the Utility Owner(s) and ensure necessary power service is initiated and maintained for permanent signal systems. DB Contractor shall ensure power is provided to all DB Contractor-installed signals.

DB Contractor shall provide TxDOT with copies of all signal warrant studies as required in this Item 24. DB Contractor shall also provide copies of all final signal timing.

Before placing any permanent traffic signals, DB Contractor shall provide TxDOT a layout indicating the proposed location of such items.

24.4.4 Permanent Lighting

DB Contractor shall coordinate with the Utility Owner(s) and ensure power service is initiated and maintained for permanent lighting systems. Where the Work impacts existing lighting, DB Contractor shall maintain existing lighting as temporary lighting during construction and restore or replace prior to Substantial Completion. At all times during the Term of the DBA, safe lighting conditions shall be maintained along the Project roadway.

DB Contractor shall remove all old illumination-related cable and conduit that does not have existing pavement or riprap above it; any existing illumination-related conduit that is under the existing pavement or riprap may be abandoned.

DB Contractor shall place all bore pits safely away from traffic, provide positive barrier protection, and provide necessary signs to warn of the construction area.

DB Contractor shall contact Utility Owners regarding their specific required working clearance requirements.

DB Contractor shall affix an identification decal on each electrical service indicating service address as well as all required information shown on the Electrical Detail (ED) sheets of the TxDOT Engineering Standard Sheets.

24.4.5 Reference Markers

DB Contractor shall place reference markers and/or mile markers at approximately one mile apart in accordance with the TRM System. DB Contractor shall set reference markers and/or mile markers according to the TMUTCD. Once placed, DB Contractor shall inventory and record reference markers with GPS. DB Contractor shall provide this information to TxDOT in Microsoft Excel format.

24.5 Submittals

All Submittals described in Item 24 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 24-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 24-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Notification of meetings with local Governmental Entities	At least 48 hours prior to the start of the meeting	For information	24.2.1
A preliminary operational signing schematic	Prior to commencing final design	Review and approval	24.3.1
Copies of all final implemented signal timing plans	With Record Drawings	For information	24.3.7.2
Signal warrant studies	As part of the Final Design Submittal	Review and comment	24.3.7.3 24.4.3
ATP for all traffic signals	As part of the Final Design Submittal	Review and comment	24.3.7.5

Item 25
Intelligent Transportation Systems

25.1 **General Requirements**

An ITS is necessary for monitoring the Project's traffic flow and performance both temporarily during construction and as a permanent installation after roadway opening to traffic. The Project ITS must accurately detect traffic and traffic operational conditions throughout the Project limits, and clearly communicate relevant and useful travel information to the Users.

DB Contractor shall connect the Project ITS that it provides to the existing ITS network while fulfilling all requirements herein. The Project ITS must be compatible with such in-place system(s) that TxDOT and other entities (government or private) are currently operating. DB Contractor shall coordinate the ITS planning and implementation with TxDOT and other Governmental Entities that have roadways within or intersecting the Project.

DB Contractor shall maintain and protect any existing ITS functionality to include communications networks within the Project until Final Acceptance, except during Force Majeure Events, periods of system maintenance or system crossovers, or other periods approved by TxDOT.

The functionality of the ITS shall be such that command and control of appropriate field devices is shared and exchanged with appropriate Governmental Entities.

DB Contractor shall be responsible for the planning, design, installation, testing, and operations support of safe and functional ITS for the Project using Good Industry Practice. All components of the ITS shall conform to the provisions of the NTCIP.

The Project ITS shall operate under the Regional ITS Architecture. Communication and interoperability shall be achieved with other TMCs in the region, such that with appropriate privileges, access to data, command, control, and information sharing can occur among centers. All communication and access of information shall occur in near real-time (within logistical restraints).

25.2 **Design Requirements**

DB Contractor shall provide a complete and operational ITS network throughout the Project that is expandable as capacity is increased along the Project roadways, utilizes hardware and software components consistent and compatible with the systems of TxDOT in the manner described in this Section 25.2 and the other affected Governmental Entities, resistant to weather encountered in the Project area, and places components in locations that are not hazardous to Users.

Prior to beginning ITS efforts, DB Contractor shall conduct an ITS workshop with TxDOT, and affected Governmental Entities (per TxDOT's direction) to:

- Confirm TxDOT's operational requirements;
- Review DB Contractor's survey of existing ITS infrastructure and condition assessment;
- Discuss concepts, identify potential resolutions for Site-specific issues (as identified by DB Contractor);
- Determine communication requirements;
- Determine requirements for design;
- Determine requirements for construction including security considerations (burying of ground boxes, welding ground boxes shut, etc.);
- Determine requirements for construction and coordination of activities with adjacent roadways;
- Confirm requirements of other affected parties and Governmental Entities; and
- Address other topics as needed to ensure the design meets all requirements herein.

DB Contractor shall prepare a preliminary ITS layout for review and concurrence by TxDOT to ensure adequate planning of the ITS implementation. Subject to the specific requirements of this Item 25, DB

Contractor shall determine the number and specific locations of all ITS components. The ITS shall consist of all equipment necessary to implement the ITS described in this Section 25.2.

DB Contractor shall provide safe ingress/egress areas and structures to accommodate authorized personnel access to ITS components for maintenance and operation activities. Unless approved by TxDOT, ITS components shall be placed in locations that allow maintenance without a Lane Closure.

All components of the ITS shall conform to the provisions of the NTCIP and be compatible with the latest version of TxDOT's software.

DB Contractor shall not make any recommended modifications to the specifications without TxDOT's approval.

DB Contractor is responsible for designing and constructing lightning protection, grounding, and surge suppression for each ITS structure and equipment cabinet.

DB Contractor shall be responsible for the design, installation, and provision of power required to operate the ITS devices, including all utility costs until Final Acceptance by TxDOT.

25.2.1 DB Contractor ITS Communications Requirements

DB Contractor shall provide a communications network that has redundant routing capabilities. The communications network shall serve the highway ITS components along the highway Elements of the Project. Where necessary, as determined by TxDOT, DB Contractor shall provide communication node buildings and cabinets to support the communications network.

DB Contractor shall submit proposed fiber termination charts to TxDOT for approval.

25.2.2 Conduit

DB Contractor shall submit for TxDOT's concurrence the type, quantity, and design of the conduit above and below ground, ground boxes, all communication cables, and electrical conductors to support the ITS network and operations. No exposed conduit sections will be permitted. All sections shall have a minimum of 42 inches of cover over all ITS conduit except:

- Where boring is required to cross under intersections; and
- In the case of large bridge crossings, built into the bridge structure.

DB Contractor shall install bored conduit below the base layer of pavement structure. TxDOT approval will be required for any placement on existing structures.

DB Contractor shall repair each existing communication cable or electrical conductor that is severed or otherwise rendered not usable within 72 hours.

DB Contractor shall provide materials and use construction methodology that, at a minimum, meets the most current or applicable TxDOT statewide specifications.

25.2.3 CCTV Cameras

DB Contractor shall provide CCTV cameras for Incident or Emergency verification and traffic management. The system of cameras shall accurately identify all vehicle(s) involved in an Incident or Emergency, the extent of vehicle(s) damage, and if applicable the likelihood of personal injury. Operation of the cameras shall result in no visual delay in response of the camera pan/tilt/zoom by a user.

25.2.3.1 Equipment

DB Contractor shall provide all necessary CCTV equipment, including cameras, camera controls, cables, and connections. DB Contractor shall provide all the equipment necessary for TxDOT control of all CCTV cameras. The method of control shall be in accordance with TxDOT Engineering Standard Sheets and TxDOT Standard Specifications.

DB Contractor shall provide a digital video format and communications protocol at all connections with TxDOT systems.

25.2.3.2 **Placement**

DB Contractor shall provide overlapping roadway coverage by CCTV cameras for all highway lanes and intersecting cross streets within the Project limits to provide redundant camera field of view. CCTV cameras shall be placed to enable TxDOT to monitor traffic conditions on highway lanes, access roads, connecting facilities, entrance and exit ramps, and messages displayed on any remotely-controlled DMS in the Project area. To provide a stable video image, DB Contractor shall mount cameras on dedicated structures unless otherwise approved by TxDOT.

DB Contractor is responsible for placing cameras to ensure 100% coverage. 100% coverage shall be defined as no blind spots for any reason, including but not limited to: trees, bridge structures, horizontal or vertical alignment, overhead or side mounted sign structures. Additionally, each CCTV camera shall be able to view the CCTV camera immediately upstream and downstream from itself unless otherwise approved by TxDOT.

25.2.3.3 **Video Requirements**

DB Contractor shall provide state-of-the-art CCTV cameras that meet the requirements of the applicable TxDOT Engineering Standard Sheets and TxDOT Standard Specifications. If at at any time prior to Final Acceptance, any CCTV cameras fail to meet the latest TxDOT Engineering Standard Sheets and TxDOT Standard Specifications in effect at the time of design, DB Contractor shall replace such cameras within 48 hours of discovery of lack of compliance.

25.2.3.4 **Operating Requirements**

DB Contractor shall provide cameras with built-in heaters, mounting structure, and related equipment capable of operating within the following weather conditions:

- Ambient temperature range of -35 degrees Fahrenheit to +140 degrees Fahrenheit;
- Relative humidity range not to exceed 95 percent within the temperature range of +40 degrees Fahrenheit to +110 degrees Fahrenheit; and
- Humidity range of 0 to 100 percent condensing.

25.2.3.5 **Control Requirements**

Allow a minimum of 30 days for testing by TxDOT ITS personnel. Submit the CCTV equipment for testing no later than 60 days after completion of TxDOT Submittal review. The equipment submitted for testing must be fully assembled and in a fully operational condition. Configure all equipment submitted for testing as is intended for use on the Project. Prototype equipment will not be permitted. The equipment will be interconnected to the existing CCTV control system and must be fully operational using that system. No modifications to the existing CCTV control system will be made to accommodate the submitted CCTV equipment. To be considered fully operational, the equipment must, at a minimum,correctly respond to the following commands:

- Pan left
- Focus far
- Pan right
- Iris override
- Tilt up
- Iris open
- Tilt down
- Iris close
- Zoom in
- Camera power (latching)
- Zoom out
- Pan tilt position preset
- Focus near

Upon completion of installation, DB Contractor shall test the communications link installed between the satellite building and the CCTV field equipment locations. DB Contractor shall perform the test at all CCTV locations on the Project.

DB Contractor shall use a test signal generator and a video monitor to demonstrate the ability of the video signal link to transmit a National Television System Committee compliant video signal from the CCTV cabinet to the satellite building. After completion of testing with the signal generator, connect the CCTV camera to the link and use a video monitor at the satellite building to verify the presence of a National Television System Committee compliant video signal. No degradation of the video signal shall be discernible using the video monitor.

Connect a laptop computer containing TxDOT-supplied CCTV control software on the link and use to demonstrate the ability to control all CCTV functions outlined in the specifications.

DB Contractor shall supply all test equipment, cabling, and connectors necessary for performing the tests by DB Contractor.

DB Contractor shall be permitted one opportunity to retest equipment which does not pass the initial test. The retest must occur within 30 days after the initial test. All issues of non-compliance and all discrepancies shall be resolved prior to commencing the second test. Equipment which is not able to be retested within 30 days, or which does not pass the second test, shall not be used on the Project. DB Contractor shall not be entitled to additional time or compensation on account of the testing of the CCTV equipment. Successful testing of the CCTV equipment must be completed prior to any construction activities at the CCTV locations. No camera poles, cabinets, or any other CCTV related equipment shall be installed until CCTV equipment testing is successfully completed.

25.2.4 Vehicle Detection

DB Contractor shall provide permanent, high definition microwave radar detection in each highway lane of the Project that measures vehicle classification, vehicular volume, lane occupancy, and vehicle speed information on the roadway. The detectors shall be non-intrusive to the roadway users. Spacing for the permanent vehicle detection shall be no greater than one-half mile in each highway lane in the Project, and, at a minimum, provide detection for all highway lanes at one location between interchanges, each entrance ramp lane, and each exit ramp lane. DB Contractor shall locate the devices on the side of the Project nearest the largest shoulder so as to limit the potential interference by the concrete traffic barrier on detecting vehicles and collecting information.

Vehicle detection sensors shall determine vehicle speed for each vehicle passing the sensor. The sensors shall provide raw speed data (volume, speed, lane occupancy, and vehicle classification counts) and direction of travel for all lanes. Additionally, the sensors (or the software controlling the sensors) shall be capable of determining vehicles traveling in the wrong direction. For sensors that collect data across multiple lanes of traffic, data shall be collected and provided by lane. In areas where a sensor would have to collect data on more than 12 lanes of traffic, including shoulders or over distances/widths greater than 250 feet, DB Contractor shall provide additional detectors as required. TxDOT shall be able to adjust the frequency rates that the data files are provided by device.

DB Contractor may attach detection units to existing structures with prior concurrence from TxDOT. Where an existing structure is not available, or in lieu of attaching the detection unit to an existing structure, DB Contractor shall install a mounting pole solely for the vehicle detector. Any mounting poles placed specifically for ITS items shall conform to the TxDOT Standard Specifications and Good Industry Practice for CCTV mounting poles and must adhere to minimum vertical clearance requirements. DB Contractor shall provide all necessary support structures, equipment, including, but not limited to, vehicle detection system devices, controls, cables, and connections.

25.2.5 DMS

DB Contractor shall provide a comprehensive network of electronic DMS as needed to satisfy the operational requirements using only LED display technology. The DMS shall operate as part of an overall regional system. DB Contractor shall provide TxDOT with full control of DMS messaging prior to Final Acceptance.

DB Contractor shall position each DMS to allow motorists to safely view the messages being displayed. DB Contractor shall locate the DMS to comply with large guide sign spacing stated in the TMUTCD.

Location and placement of DMS shall be approved by TxDOT.

DMS shall be mounted using a T-mount and located so that main lane closures are not needed to maintain the sign. DMS site shall be accessible in all weather conditions. Access pads shall be provided if necessary to support maintenance. DB Contractor shall provide DMS that use LED display technology and support full matrix graphics and color. DMS used shall conform to the TxDOT special specification NTCIP for DMS and shall demonstrate compliance to TxDOT therewith prior to installation of DMS by DB Contractor.

DB Contractor shall provide all necessary DMS, support structures and equipment, including, but not limited to, DMS devices, controls, cables, and connections.

DB Contractor shall maintain any existing DMS functionality within the Project during construction and shall not impact the operation of any existing DMS within the Project during construction absent approval from TxDOT.

25.2.6 Communications Hub Enclosures, Communications Cabinets, Environmental Communications Buildings

DB Contractor shall coordinate with TxDOT the connection of all new ITS components to any existing ITS communication hub enclosures and communication cabinets covering the Project.

25.3 Construction Requirements

25.3.1 General

DB Contractor shall conduct all Work necessary to meet the requirements for this Item 25 in accordance with the requirements of this Item 25 and the TxDOT Standard Specifications.

DB Contractor shall notify TxDOT in advance of making connections to the existing TxDOT system.

DB Contractor shall maintain any existing ITS communications functionality during construction activities. Required functionality can be accomplished by phasing construction to establish new equipment locations prior to removal of existing location, allowing minimal service interruption of no more than four hours for any disruption associated with communications and 72 hours for the transfer of devices from existing to new locations, or by use of portable equivalents for ITS devices, such as trailer mounted DMS, sensors or CCTV, positioned to allow removal of devices while new locations are constructed.

DB Contractor shall coordinate with Utility Owner(s) and ensure that power service is available for permanent ITS systems.

25.3.2 Existing ITS Relocation

DB Contractor shall relocate any existing ITS components, including hubs, satellite buildings, CCTV cameras, DMSs, detection devices, and fiber-links, as required to continue service from the existing components. DB Contractor shall sequence construction and relocation of existing ITS components, facilities, and systems to prevent lapses in TxDOT's receipt of video or data within the Project area. The existing physical links and the proposed physical links shall be in separate physical conduits.

Before removing existing ITS items and before beginning construction of segments without existing ITS, DB Contractor shall perform all activities necessary to maintain system operations during construction, including installing new ITS items, relocating or replacing existing ITS items, and connecting such ITS items to the existing network.

25.3.3 ITS Implementation Plan

DB Contractor shall provide an ITS Implementation Plan for approval as part of the Final Design Submittal to demonstrate system interoperability with other TMCs in the region, as well as compatibility with the operational procedures for command and control of devices, sharing of data, and priority control that various parties will assume under different operating conditions of the corridor and surrounding roadway system. The ITS Implementation Plan shall include the following:

- Functional design plan;
- Communications analysis report;
- Operational and requirements report; and
- ATP.

The functional design plan shall show each device's relationship in the overall functional design of the ITS and proposed roadway system. This functional design plan shall include the location of devices, technology and functional specifications of devices, and any unique design elements that are necessary to achieve the desired functionality or space restrictions.

The communications analysis report shall document the communications design. This report shall show all ITS field devices, their flow through all communications mediums, and throughput within the ITS. This shall include communications between any involved Governmental Entities. The report shall contain a narrative describing the information to be transmitted, as well as a high-level plan for its use. Communications diagrams shall be provided showing the location of any communication hubs (existing or proposed), any planned fibers (source as well as identification tag), modem/transceiver equipment planned at field equipment cabinets, and other equipment deemed necessary to functionally operate the ITS.

The operational and requirements document for the ITS shall describe the functional capability of the system and the method and level of integration. The document shall describe in detail the design of the system, hardware and software to be utilized, functional capabilities, command and control, data sharing capabilities, and priority use of devices by multiple agencies. In developing the operational and requirements document, DB Contractor is required to hold scoping meetings with TxDOT such that requirements are defined to achieve interoperability with other TMCs, and priority logic and information for command, control, and data sharing is created to enable effective management and incident response along the corridor, as well as regionally.

For each component of the ITS, an ATP shall assure proper operation, control, and response of each device meeting the functional requirements. DB Contractor shall implement the ATPs and provide certified documentation that its requirements have been met prior to operational use of the ITS.

As part of the ATP, DB Contractor shall prepare a system acceptance procedure prior to start of construction to assure proper operation, control, and response of each device as part of the overall ITS, including the overall operating system and software. DB Contractor shall conduct the procedure and provide certification that the ITS effectively meets the required functional requirements. DB Contractor shall submit this certification to TxDOT prior to Substantial Completion.

DB Contractor shall submit the CCTV secondary control equipment and design to TxDOT for approval a minimum of six months prior to Substantial Completion.

25.3.4 End-to-End Testing

DB Contractor shall provide notice and coordinate with TxDOT to allow for end-to-end testing of the ITS. DB Contractor and TxDOT shall have completed all their testing, training of TxDOT staff, and acceptance requirements for DB Contractor installed ITS devices, satellite buildings, communication and electrical networks, and generators prior to the start of end-to-end testing.

DB Contractor shall be responsible, at a minimum, for the following:

- Coordinating the end-to-end testing with TxDOT to ensure that there will be no conflicts between TxDOT, their affiliated contractors, and DB Contractor's staff;
- Providing temporary advance signing (if needed) stating that the facility is closed and testing occurring;
- Providing MOT/traffic control at all necessary locations for a maximum of five (5) full days, which could include evenings and weekends and are not required to be consecutive;
- Providing access to the facility for authorized TxDOT staff and contractors; and
- Repairing any issues found with DB Contractor's work within one (1) day unless otherwise approved by TxDOT.

DB Contractor shall not expect to have access to, nor conduct work within, the Project during the end-to-end testing, with the exception of providing services as described above. TxDOT may, at its own discretion, provide DB Contractor access to the Project to conduct work outside the services described above.

25.3.5 Record Documents

The Record Documents shall include the construction drawings, as well as catalog sheets for all equipment and components. DB Contractor shall maintain for the Term records of all updates and modifications to the system.

For each component of the ITS, all computer codes and software shall be available to TxDOT.

Item 26
Traffic Control

26.1 **General Requirements**

DB Contractor shall design, construct, and maintain the Project, in conformance with the requirements stated in this Item 26, to provide for the safe and efficient movement of people, goods, and services through and around the Project, while minimizing negative impacts to Users, residents, and businesses.

DB Contractor is responsible for gaining approval from TxDOT, the appropriate Governmental Entity and property owner for each intersecting street or driveway closure.

During all phases, temporary or existing ITS equipment, street lights, and traffic signals shall remain in operation such that the new and existing equipment operate as a coherent system.

26.1.1 **Lead MOT Design Engineer**

DB Contractor shall employ a Lead MOT Design Engineer responsible for ensuring the MOT plans are completed and design criteria are met. The Lead MOT Design Engineer shall be a PE with relevant experience overseeing the development of MOT plans during the design and construction phase of highway projects similar in size and scope. Individual will work with the Lead MOT Implementation Manager to coordinate with TxDOT, DB Contractor, and appropriate Governmental Entities.

26.1.2 **Lead MOT Implementation Manager**

DB Contractor shall employ a Lead MOT Implementation Manager responsible for ensuring the MOT plans are implemented in the field and are adhered to during their implementation. The Lead MOT Implementation Manager shall have relevant experience overseeing the implementation of MOT plans during the construction phase of highway projects similar in size and scope as the Project. Individual will work with the Lead MOT Design Engineer and coordinate with TxDOT, DB Contractor, and appropriate Governmental Entities.

26.2 **Design Requirements**

26.2.1 **Traffic Control Plans**

DB Contractor shall use the procedures in the TMP, TxDOT Engineering Standard Sheets, and TMUTCD requirements to develop detailed TCPs, that provide for all construction phasing, as well as all required switching procedures. TCPs are required for the Work during the Term of the DBA and for the duration of the Warranty Term.

DB Contractor shall provide to TxDOT for approval a TCP concept presentation at or near 30% design status but prior to TCP plan sheet development. DB Contractor shall utilize Microsoft PowerPoint and roll plots to convey this concept at a TCP concept presentation meeting. Approval of the concept does not indicate automatic approval of the subsequent plan sheets, nor does it authorize DB Contractor to implement the concept in the field.

DB Contractor shall produce a TCP for every phase of Work that impacts traffic and involves traffic control details and shall coordinate with appropriate Governmental Entities on the development of the plan. DB Contractor is responsible for obtaining all necessary permits required to implement the plans. TCPs shall be designed, signed, sealed, and dated by a PE.

26.2.2 **Traffic Control Plan Requirements and Restrictions**

Each TCP shall be submitted to TxDOT for review and approval a minimum of 14 days prior to implementation. This requirement is increased to 21 days for full closures of any direction of a roadway. The TCP shall include details for allowable time and duration of Lane Closure, all detours, traffic control devices, striping, and signage applicable to each phase of construction. Information included in the TCPs shall be of sufficient detail to allow verification of design criteria and safety requirements, including typical sections showing lane width, concrete traffic barrier and barrel placement, alignment, striping layout, drop off conditions, and temporary drainage.

The TCPs shall clearly designate all temporary reductions in speed limits. Changes to posted speed limits will not be allowed unless specific prior approval is granted by TxDOT. DB Contractor should have no expectation that speed limit reductions will be granted and should design the Project in such a way as to allow for existing posted speed limits to remain in place during construction. On interstate and U.S. highways, the minimum design speed shall be 10 mph under the existing posted speed limit, except for major alignment transitions, where the design speed may match that of the existing alignment geometry. TCPs meeting this design speed standard do not require a change in the posted speed limit. DB Contractor shall use advisory speed plaques as appropriate.

Opposing traffic on a divided roadway is separated with appropriate traffic control devices in accordance with Good Industry Practice and TMUTCD based on roadway design speed**.** Approved traffic control devices can be found in TxDOT *Compliant Work Zone Traffic Control Device List*. Traffic control that involves the physical separation of contiguous lanes of the same roadway component (i.e., general purpose or access road lanes) traveling in the same direction will not be allowed.

DB Contractor shall identify a designated route for trucks/hazardous cargo.

DB Contractor shall maintain signing and striping continuity on all active roadways within or intersecting the Project at all times. DB Contractor shall maintain existing overhead signing within the Project throughout the Term. DB Contractor shall use temporary overhead signing structures when existing overhead signing structures cannot be maintained.

Throughout the Term, DB Contractor shall ensure that all streets and intersections remain open to traffic to the greatest extent possible by constructing the Work in phases except as shown on a pre-approved TCP. DB Contractor shall maintain access to all adjacent streets and shall provide for ingress and egress to public and private properties at all times during the Term.

DB Contractor shall coordinate with the respective landowners and tenants and also secure written permission prior to disrupting access to parking facilities, unless previously provided by TxDOT.

DB Contractor shall prepare public information notices, in accordance with Item 11, “Public Information and Communications,” in advance of the implementation of any Lane Closures or traffic switches. These notices shall be referred to as traffic advisories. DB Contractor shall also notify the traveling public by placing changeable message signs a minimum of seven (7) days in advance of any roadway closure or major traffic modifications. Where available and when possible, DB Contractor shall coordinate and utilize DMS on the regional ITS system.

DB Contractor shall utilize uniformed police officers with jurisdiction in the area to effect Lane Closures. DB Contractor is responsible for noting the requirement for uniformed police officers in the TCPs when Lane Closure is applied. DB Contractor is responsible for the costs associated with the use of uniformed police officers.

26.3 Construction Requirements

DB Contractor shall ensure construction of the traffic control Elements is in accordance with DB Contractor’s TMP, the manufacturer’s directions or recommendations where applicable, and the applicable provisions of the TMUTCD.

DB Contractor shall conduct all Work necessary to meet the requirements for this Item 26 in accordance with the requirements of this Item 26 and TxDOT Standard Specifications.

26.3.1 DB Contractor Responsibility

If at any time TxDOT determines DB Contractor’s traffic control operations do not meet the intent of the TMP or the specific TCP, DB Contractor shall immediately revise or discontinue such operations to correct the deficient conditions.

DB Contractor shall provide TxDOT the names of the Lead MOT Implementation Manager and support personnel, including a backup coordinator in the event the primary coordinator is unavailable, and the phone number(s) where they can be reached 24 hours per day, seven (7) days per week.

26.3.2 **Access**

DB Contractor shall maintain existing bicycle and pedestrian access and mobility. Access to existing transit stop locations shall be maintained during construction or reasonable alternative locations shall be coordinated with and approved by transit operators.

26.3.3 **Detours**

DB Contractor shall maintain all detours in a safe and traversable condition. DB Contractor shall provide a pavement transition, suitable for the posted speed and accounting for the vertical and horizontal geometry of the section at all detour interfaces.

26.3.4 **Local Approvals**

DB Contractor shall communicate all roadway and ramp closures and staging analyses with each Governmental Entity having jurisdiction for roads that may be affected by the Project. When roadway and ramp movements are diverted or detoured along existing roads, DB Contractor shall be responsible for any and all user costs and schedule risk that may be assessed for the use of these existing roads. This may include traffic operation analysis, temporary traffic control devices, and road user costs. DB Contractor is responsible for obtaining the necessary approvals from any Governmental Entity having jurisdiction over the routes used.

26.3.5 **Pavement Markings and Signing**

DB Contractor shall remove existing pavement markings and/or signs that conflict with temporary or permanent pavement markings. These pavement markings and signs shall be removed by any method that does not materially damage the existing elements or facilities. Pavement marking removal by over-painting is prohibited. DB Contractor shall not use temporary tape at any time during the Term.

DB Contractor is responsible for temporary signing outside of the Project limits required for the Project.

DB Contractor shall utilize existing, temporary, or proposed overhead sign structures to mount temporary or proposed guide signs above freeway main lanes where there are at least three main lanes in a given direction, per TMUTCD requirements. DB Contractor shall maintain existing overhead signing within the Project throughout the construction duration.

DB Contractor shall maintain safe travelling conditions of all roadways used outside the Project limits including routes to fabrication facilities, plants and haul roads.

26.3.6 **Reinstatement of Utility Cuts**

After installation of drainage structures, storm sewers, or any other public or private Utility facility by open cut beneath existing pavements carrying traffic during construction, DB Contractor shall restore the pavement to a structure acceptable to TxDOT or the Governmental Entity having jurisdiction over the affected area and restore it to a riding surface equal to or better than the existing surface.

26.3.7 **Hauling Equipment**

DB Contractor shall keep traveled surfaces used in its hauling operations clear and free of dirt or other debris that would hinder the safe operation of roadway traffic.

DB Contractor shall use rubber-tired equipment for moving dirt or other materials along or across paved surfaces. Excess dirt or debris shall be swept or removed from the job site with regular cleaning and sweeping at least twice a day.

In the event that DB Contractor moves any equipment not licensed for operation on public highways on or across any pavement, DB Contractor shall protect the pavement from all damage caused by such movement. Damage caused by DB Contractor shall be repaired at the expense of DB Contractor.

DB Contractor shall only use haul routes utilizing any street of an adjacent Governmental Entity only after coordinating with the appropriate Governmental Entity.

26.3.8 **Final Clean-Up**

DB Contractor shall clear and remove from the Site all surplus and discarded materials and debris of every kind and leave the entire Project in a clean, smooth, and neat condition after each construction process.

26.3.9 **Stockpiles**

DB Contractor shall place barricades and warning signs at stockpiles to adequately warn motorists of a hazard in accordance with TxDOT Traffic Engineering Standard Sheets and the TMUTCD. DB Contractor shall not locate any material stockpiles within the clear zone of any traveled lane, unless positive protection is provided.

26.4 **Submittals**

All Submittals described in this Item 26 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth in Table 26-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise indicated.

Table 26-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Traffic Control Plan (TCP) concept presentation (meeting)	Prior to TCP plan sheet development	Approval	26.2.1
Notice of a Lane Closure to TxDOT PIO	By 3:15 p.m. the day prior to all road closures	For information	26.2.2

Item 27
Maintenance

27.1 General Requirements

27.1.1 General Maintenance Obligations

Throughout the period between NTP2 and Final Acceptance, DB Contractor shall be responsible for and shall carry out Maintenance Work within the Maintenance Limits. DB Contractor shall conduct all Maintenance Work necessary to meet the requirements for this Item 27 in accordance with the requirements of this Item 27 and TxDOT Standard Specifications.

DB Contractor shall establish and maintain an organization that effectively manages all Maintenance Work in a manner set forth in the approved Maintenance Management Plan (MMP) and the requirements of the Contract Documents. DB Contractor shall:

- coordinate activities of other entities with interests or activities within the Maintenance Limits;
- conduct daily patrols of all lanes of the Project within the Maintenance Limits to identify conditions that are unsafe or have the potential to become unsafe, and conditions that could threaten the infrastructure, and to attend to existing or changing conditions;
- minimize delay and inconvenience to Users and, to the extent DB Contractor is able to control, users of related transportation facilities;
- develop, maintain and implement a maintenance management system to record the category, status, intended action and remedy for all Defects;
- identify and correct all Defects and damages from Incidents;
- monitor and observe weather and weather forecasts to proactively deploy resources to minimize delays and safety hazards due to high winds, severe thunderstorms, tornadoes, heavy rainfall and flooding, hail, snow, ice, or other severe weather events;
- remove debris, including litter, graffiti, animals, and abandoned vehicles or equipment from the Project ROW;
- minimize the risk of damage, disturbance, or destruction of third-party property during the performance of Maintenance Work;
- coordinate with and enable TxDOT and others with statutory duties or functions in relation to the Project or related transportation facilities to perform such duties and functions;
- perform Maintenance Work including inspections, Incident response, traffic control, and routine maintenance in accordance with the Maintenance Management Plan (MMP) and the Contract Documents; and
- promptly investigate reports or complaints received from all sources.

27.1.2 Scope of Maintenance Work and Interfaces with TxDOT and Third Parties

The Maintenance Work shall apply to all Elements as identified in Attachment 27-1 (Baseline Performance and Measurement Table During Construction). TxDOT will retain maintenance responsibilities for Elements in place or operating prior to the Proposal Due Date within the Maintenance Limits (the “existing Elements”) until NTP2.

TxDOT’s maintenance responsibilities from the Proposal Due Date until NTP2 will be limited to routine maintenance of each existing Element and will not include preventive maintenance or major maintenance as such items are defined in TxDOT Maintenance Management Manual.

DB Contractor shall coordinate with TxDOT to achieve a smooth transition of maintenance activities from TxDOT in the period between NTP1 and NTP2. Starting at NTP2, DB Contractor shall perform all necessary Maintenance Work to comply with the Performance Requirements.

DB Contractor shall coordinate Maintenance Work with TxDOT and other Governmental Entities having adjacent maintenance responsibilities to minimize disruption to Users. DB Contractor shall coordinate with TxDOT to ensure a smooth transition to Maintenance Services after Final Acceptance.

27.1.3 Maintenance Limits

DB Contractor shall prepare and submit Maintenance Limits drawings consistent with the DB Contractor's Final Design as part of the MMP. The Maintenance Limits drawings shall be consistent with the principles and extents shown in the initial Maintenance Limits plan provided by TxDOT in Attachment 27-3 (Maintenance Limits). DB Contractor shall periodically validate that the Maintenance Limits are correctly and clearly identified by physical delineation and shall liaise with TxDOT and Governmental Entities as necessary to review the Maintenance Limits, identify any jurisdictional gaps or inefficiencies and recommend solutions to TxDOT. Within the Maintenance Limits, DB Contractor shall allow adjacent landowners to cross under bridges at breaks in control of access.

27.2 Maintenance Management

27.2.1 Maintenance Management Plan

The MMP is an umbrella document that describes DB Contractor's managerial approach, strategy, and quality procedures for the Maintenance Work to achieve all requirements of the Contract Documents. The MMP shall be consistent with the general maintenance obligations described in Section 27.1.1. The requirements for the MMP are set forth in Attachment 27-4 (MMP Template). The MMP is applicable to the Maintenance Work and shall come into effect upon NTP2 and shall remain in force until Final Acceptance.

In accordance with Item 4, "Scope of Work," DB Contractor shall submit the MMP for TxDOT's sole discretion approval. DB Contractor shall update the MMP as required, and shall submit for TxDOT's sole discretion approval.

27.2.2 Reserved

27.2.3 Maintenance Manager

DB Contractor shall assign a Maintenance Manager who shall be responsible for:

- implementing the maintenance obligations in this Item 27 and the MMP;
- ensuring that the Final Design is consistent with the Renewal Work Schedule;
- causing the Maintenance Work to be performed in accordance with the Contract Documents;
- causing all maintenance personnel and resources performing Maintenance Work to be available and properly trained;
- the health and safety of personnel delivering the Maintenance Services and the general public affected by the Project; and
- coordinating with TxDOT and other entities during Incidents and Emergencies

The Maintenance Manager shall meet or exceed the qualifications and experience established in the Contract Documents, and:

- must have experience on maintenance projects; and
- must have managerial experience in design, construction, or maintenance on any road project of similar size, scope and complexity.

The Maintenance Manager shall have an active role in the review of Design Work to ensure that maintenance activities can be safely and efficiently performed for the Project and that necessary life cycle activities have been taken into consideration. The Maintenance Manager shall be available whenever Maintenance Work is performed.

27.3 Performance Requirements

27.3.1 Performance and Measurement Table

DB Contractor's performance of the Maintenance Work shall be governed by the Performance and Measurement Table as may be updated in accordance with Section 27.3.4. The Performance and Measurement Table shall show for each Element:

- a performance objective;
- the Defect Remedy Periods for each category of Defect;
- inspection and measurement methods;
- measurement records; and
- targets.

For each measurement record DB Contractor shall achieve or exceed the stated Target, otherwise a Defect exists that DB Contractor shall remedy or repair as further described in this Item 27.

27.3.2 **Defect Identification, Recording and Categorization**

27.3.2.1 **Definitions**

In this Item 27 and as shown on the Performance and Measurement Table:

- hazard mitigation is an action taken by DB Contractor to mitigate a hazard to Users or imminent risk of damage or deterioration to property or the environment such that the Category 1 Defect no longer exists;
- permanent remedy is an action taken by DB Contractor to restore the condition of an Element following hazard mitigation of a Category 1 Defect;
- permanent repair is an action taken by DB Contractor to restore the condition of an Element for which a Category 2 Defect has been recorded.

27.3.2.2 **Sources of Defects and Status**

DB Contractor shall identify and record Defects identified through inspections described in Section 27.5 and reports or complaints by third parties. DB Contractor shall accurately record the status of Defects from all sources in the MMS. Where multiple instances of Defects arise from the failure to achieve a given Target (for example simultaneous failure to repair damaged guardrail in multiple locations), a separate Defect shall be recorded for each Performance Section within which the Target is not achieved.

27.3.2.3 **Defects Identified by DB Contractor, TxDOT or Third Party**

Whenever DB Contractor identifies, becomes aware of or is notified by TxDOT or a third party of a Defect, DB Contractor shall create within the MMS a Maintenance Record containing details of the associated Element, the nature and categorization of the Defect and the proposed timing and details of hazard mitigation, permanent remedy and permanent repair of the Defect. DB Contractor shall categorize each Defect, based upon its determination as to whether:

- it represents an immediate or imminent health or safety hazard to Users or road workers;
- there is a risk of immediate or imminent structural failure or deterioration;
- there is an immediate or imminent risk of damage to a third party's property; or
- there is an immediate or imminent risk of damage to the environment.

Should a Defect meet any of the above criteria, DB Contractor shall record it as a Category 1 Defect. Any other Defect not meeting the foregoing criteria shall be assigned as a Category 2 Defect. DB Contractor shall provide training to all relevant personnel on the categorization of Defects. DB Contractor shall maintain a record of the circumstances of the Defect and how it was categorized. DB Contractor shall facilitate the review by TxDOT of Maintenance Records in the MMS associated with DB Contractor-categorized Defects and shall enable TxDOT to flag any Defect where TxDOT disagrees with any attribute or categorization assigned by the DB Contractor.

27.3.3 **Baseline Inspections and Performance and Measurement Table**

27.3.3.1 **Baseline Inspections**

DB Contractor shall perform the inspections and / or tests to determine the condition of each Element (the "Baseline Inspections") and the preparation of the Baseline Element Condition Report (BECR). DB Contractor shall perform the inspections and/or tests in accordance with Attachment 27-2 (Baseline Inspection Requirements).

DB Contractor shall submit to TxDOT for approval the proposed scope of Baseline Inspections, the methodology proposed for the inspections and/or tests.

Upon TxDOT's approval of the scope of the Baseline Inspections, DB Contractor shall provide to TxDOT a minimum of 14 Days' notice to witness the inspections and/or tests.

27.3.3.2 **Baseline Element Condition Report**

DB Contractor shall prepare the BECR and shall submit to TxDOT for approval as part of the MMP no later than 60 days prior to NTP2. The BECR shall comply with the following requirements:

- The BECR shall include a record of the condition of each Element shown in Attachment 27-2 (Baseline Inspection Requirements).
- Each photographic record and /or measurement shall be associated with a location accurate to the nearest 10 feet.
- The condition of each Element shall be recorded such that there is a minimum of one record for each Performance Section within which the Element is represented.
- Where the condition of an Element varies within a Performance Section, the BECR shall include sufficient records to demonstrate the range of conditions and a reference condition for the Element shall be recorded for each Performance Section.

DB Contractor shall cause the BECR to include the results of the most recent Specialist Inspections undertaken by TxDOT, including the results of the annual survey of pavement condition for the entire Project, including main lanes, ramps, and frontage roads, undertaken using automated condition survey equipment.

27.3.3.3 **Use of BECR to Establish Performance and Measurement Table Targets**

The results of the BECR shall be used to establish the Targets to be achieved in Attachment 27-1 (Baseline Performance and Measurement Table During Construction) as demonstrated in the following example. Referring to Element Ref. 1.7 "edge drop-off," the performance objective is that "all roadways shall be free from edge drop-offs exceeding the reference condition (on a location-specific basis) in the BECR". The Target for measurement record 1.7.1 requires that "100% of edge drop-offs as measured shall be less than or equal to the reference condition in the BECR." If within a given Performance Section the maximum edge drop-off recorded in the BECR is 2.7" and an edge drop-off of 3.0" is measured within the same Performance Section after NTP2, the Target would not be achieved, resulting in a Defect. If a Category 2 Defect, this would trigger a 28-day permanent repair period. If a Category 1 Defect this would trigger a 24-hour hazard mitigation period and a 28-day permanent remedy period.

TxDOT will not require performance of an Element during the Term to exceed the performance required for the same Element after Final Acceptance. For example, if within a given Performance Section, the maximum edge drop-off recorded within the BECR is 1.0 inch, and an edge drop-off of 1.5 inches is recorded within the same Performance Section after NTP2, it would not be a Defect, because the requirement after Final Acceptance is: "No edge drop-off greater than 2.0 inches." However, if the edge drop-off recorded within the same Performance Section after NTP2 is 2.5 inches, it would be a Defect, triggering the permanent repair, hazard mitigation, and permanent remedy periods described in the preceding paragraph.

27.3.3.4 **Defects between Baseline Inspections and NTP2**

No later than 14 days after NTP2, DB Contractor shall submit details of any instances of damage or deterioration that, in the opinion of the DB Contractor, occurred between the completion of the Baseline Inspections and NTP2. DB Contractor shall identify the Maintenance Work required to cause each such Element to be in compliance with the applicable Target, including an estimate of the cost of performing such Maintenance Work. TxDOT may implement one or more of the following: (a) cause Elements to be in compliance with Targets using its own forces; (b) instruct DB Contractor to perform Maintenance Work that would enable Elements to be in compliance with applicable Targets by means of a Change Order; or (c) agree to a revision to certain Target(s) or measurement records in Attachment 27-1 (Baseline Performance and Measurement Table During Construction).

27.3.4 **Updates of Baseline Performance and Measurement Table During Construction**

DB Contractor shall propose changes to the Performance and Measurement Table for TxDOT approval. DB Contractor shall propose for TxDOT's approval such amendments to the "Inspection and Measurement

Method" and "Measurement Record" as are necessary to cause these to comply with Good Industry Practice and this Item 27. TxDOT may, at any time, require DB Contractor to adopt amendments to the columns with the headings "Measurement Record" and "Inspection and Measurement Method" in Attachment 27-1 (Baseline Performance and Measurement Table During Construction) where such updates are required to comply with Good Industry Practice and this Item 27. DB Contractor shall propose for TxDOT's approval any amendments to the "Inspection and Measurement Method" and "Measurement Record" as are necessary to cause these to comply with Good Industry Practice and these Design-Build Specifications. TxDOT shall require the adoption of a new Target only when this is required because the "Inspection and Measurement Method" or "Measurement Record" no longer complies with Good Industry Practice. In this case, the new Target shall be determined using the principle that it shall achieve no less than the standard of maintenance that would have been achieved through DB Contractor's compliance with the original "Inspection and Measurement Method," "Measurement Record," and Target.

27.3.5 Permanent Remedy and Permanent Repair of Defects

Where action is proposed to remedy or repair any Defect, DB Contractor shall promptly create a Maintenance Record that identifies the nature of the proposed remedy or repair.

The Defect Remedy Period set forth in the Performance and Measurement Table shall commence upon the earlier of: (i) the date and time DB Contractor became aware of the Defect; or (ii) the date and time DB Contractor should have known of the Defect. DB Contractor shall take necessary action to avoid any Category 2 Defect from becoming a Category 1 Defect. DB Contractor shall monitor Category 2 Defects to verify the condition of the affected Element prior to permanent repair and shall inform TxDOT immediately should any such Defect deteriorate to a Category 1 Defect.

For Category 2 Defects, DB Contractor shall complete the permanent repair within the period specified in the column with the heading "Category 2 Permanent Repair" in the Performance and Measurement Table unless an earlier repair is required to prevent deterioration to a Category 1 Defect.

27.3.6 Hazard Mitigation of Category 1 Defects

DB Contractor shall immediately implement hazard mitigation of any Category 1 Defect in an Element of which it is aware through its own inspections, from a third party or through notification by TxDOT to DB Contractor (through the MMS or by other means) that TxDOT requires the DB Contractor to perform hazard mitigation for a Category 1 Defect.

For Category 1 Defects, DB Contractor shall take necessary action such that any hazard to Users is mitigated within the Defect Remedy Period specified in the column with the heading "Category 1 Hazard Mitigation" in the Performance and Measurement Table and shall permanently remedy the Defect within the period identified in the column with the heading "Category 1 Permanent Remedy" in the Performance and Measurement Table. DB Contractor shall continue hazard mitigation until a permanent remedy has been completed.

27.4 Inspections

27.4.1 General Inspections by DB Contractor

DB Contractor shall establish inspection procedures and frequency as well as a plan to implement a program of inspections necessary for the Maintenance Work. Inspection procedures shall ensure:

- the Project is safe for Users;
- Category 1 Defects are identified and repaired such that the hazard to Users is mitigated within the period given in the column entitled "Cat. 1 Hazard Mitigation" in the Performance and Measurement Table During Construction;
- Category 1 Defects are identified and permanently remedied within the period given in the column entitled "Cat. 1 Permanent Remedy" in the Performance and Measurement Table During Construction; and
- Category 2 Defects are identified and permanently repaired within the period given in the column entitled "Cat. 2 Permanent Repair" in the Performance and Measurement Table During Construction.

In performing inspections to identify Category 1 Defects and Category 2 Defects, DB Contractor shall, for any Element, conform at a minimum to the inspection standards set forth for that Element in the column entitled "Inspection and Measurement Method" in the Baseline Performance and Measurement Table During Construction.

DB Contractor shall perform general inspections in accordance with the MMP so that the repairs of all Defects are included in planned programs of work.

DB Contractor shall record details of the manner of inspection (e.g. center Lane Closure or shoulder), the weather conditions, and any other unusual features of the inspection on inspection records in respect of general inspections.

DB Contractor shall submit to TxDOT non-conformance reports within seven Days of issuance and shall notify TxDOT of Nonconforming Work within two Days of discovering the Nonconforming Work. TxDOT will issue a non-conformance report if TxDOT discovers any Nonconforming Work. DB Contractor's responsibility to correct Nonconforming Work is set forth in the Contract Documents.

27.4.2 Performance Sections

As part of the MMP, DB Contractor shall prepare drawings identifying the Performance Sections and shall submit and update these plans with the applicable part of the MMP. The drawings shall identify the boundaries of each Performance Section and shall cross reference to an inventory describing each Element of the Project contained within each Performance Section. Where Performance Sections need to be revised to take into consideration the progression from an existing facility to the Final Design, DB Contractor shall phase in the new Performance Sections in a logical manner so that new Performance Sections are in place as the Work progresses.

DB Contractor shall implement the Texas Reference Marker (TRM) system used by TxDOT to establish Performance Sections for inspection and maintenance records in accordance with the MMP. DB Contractor shall use the existing TRM system established on existing sections of the Project. DB Contractor shall coordinate with TxDOT to establish the TRM system on newly constructed sections of roadway.

27.4.3 Inspections by TxDOT

TxDOT may undertake Specialist Inspections as follows during the Term and if such inspections are performed will make the results available to DB Contractor.

- Annual survey of pavement condition for the entire Project, including main lanes, ramps, and frontage roads, undertaken using automated condition survey equipment to measure all necessary criteria including: ruts, skid resistance and ride quality according to the "Inspection and Measurement Method" set forth in the Performance and Measurement Table.
- Routine biennial inspections, to the extent required, for all structures within the Maintenance Limits in compliance with the latest FHWA / NBIS and TxDOT requirements.

Upon receipt of TxDOT Specialist Inspections, DB Contractor shall use the results of Specialist Inspections to prioritize Maintenance Work and immediately identify all Defects within each Performance Section established by the inspections and enter these Defects in the MMS with the appropriate Defect Remedy Period.

27.5 Maintenance Management System (MMS)

27.5.1 MMS Attributes

DB Contractor shall implement a computer-based MMS to store all Maintenance Records and record the following attributes of all Elements:

- asset inventory, description, location, condition date of installation and repair history;
- description, date-time of identification and categorization of Defects;
- planned actions and date-time for the hazard mitigation and permanent remedy of Category 1 Defects;
- planned actions and date-time for the permanent repair of Category 2 Defects;

- date-time and types of inspections performed; and
- details including date-time of actual repairs performed, reported by function code as identified in Attachment 27-5 (Function Codes and Descriptions).

DB Contractor shall ensure that horizontal and vertical locational accuracy of Maintenance Records meets or exceeds Good Industry Practice. DB Contractor shall ensure that Maintenance Records are located using the posted TRM numberGIS data and control number for bridge class structures.

27.5.2 **Noncompliance Reporting through MMS**

DB Contractor shall record within the MMS all required information in connection with Noncompliance Events in accordance with the DBA. Additionally, DB Contractor shall include within the MMS a feature that automatically triggers a Noncompliance Event whenever an appropriate hazard mitigation, permanent remedy or permanent repair of a Defect has not been completed within the Defect Remedy Period.

27.5.3 **Recording of Complaints within MMS**

DB Contractor shall record within the MMS all complaints and reports from third parties to include:

- the date and time of the complaint;
- the location and nature of the problem;
- who made the complaint; and
- date and action taken to address the complaint.

27.5.4 **Recording of Accidents and Incidents within Maintenance Limits**

DB Contractor shall record within the MMS the following information on accidents/Incidents:

- accidents involving DB Contractor or any Subcontractor personnel, equipment, barricades or tools; and
- any Incident or accident within the Maintenance Limits.

With respect to any accident/Incident, DB Contractor shall record the following:

- date and time of the accident/Incident;
- location of the Incident;
- nature of the Incident;
- all parties involved in the Incident, including names, addresses, telephone numbers and their involvement (including witnesses);
- responsible party and insurance information;
- action taken to address the Incident; and
- documentation of traffic control in place at location.

DB Contractor shall notify TxDOT of any fatality within the Maintenance Limits within 24 hours of discovering the incident and provide the police report within 24 hours of it becoming available.

27.5.5 **MMS Functional and Timeliness Requirements**

The MMS shall facilitate the direct upload by DB Contractor personnel from handheld devices in the field of all applicable Defect information and attributes including description, date-time of identification and categorization. Any such upload of Defect information with Category 1 Defect status shall trigger immediate automatic e-mail notification of TxDOT and the Maintenance Manager.

When an Element is constructed, installed, maintained, inspected, modified, replaced or removed, DB Contractor shall update the MMS no later than three days after completion of such work. DB Contractor shall record all Category 1 Defects in the MMS immediately upon the DB Contractor becoming aware of the Defect either by direct upload to the MMS by DB Contractor's inspection personnel in the field or by upload of the information to the MMS when Category 1 Defects are notified to DB Contractor by TxDOT or a third party. DB Contractor shall record all Category 2 Defects in the MMS no later than three days after coming to the attention of DB Contractor. DB Contractor shall record all other recording requirements recorded on the MMS within 15 days of completion or occurrence of the relevant activity.

27.5.6 MMS Interfaces with TxDOT

Prior to NTP2, the MMS shall be fully populated and operational and DB Contractor shall demonstrate to TxDOT the functionality and use of the MMS and that it is fully compliant with the requirements of the Contract Documents. The MMS shall be kept updated and operational throughout the Term.

From the date of the demonstration and throughout the Term, DB Contractor shall provide equipment, facilities and training necessary to permit remote, real-time, dedicated high-speed access to the MMS, via one terminal each, for up to three TxDOT employees. DB Contractor shall repeat the training and demonstration annually and whenever system changes are implemented.

27.6 Maintenance Obligations

27.6.1 Incident and Emergency Management

As part of the MMP for Maintenance Work, DB Contractor shall prepare and implement an Incident and Emergency Management Plan (IEMP). Refer to Attachment 27-4 (MMP Template) for the required contents of the IEMP.

Where an Incident or Emergency has an effect on the operation of the Project, DB Contractor shall clear obstructions and repair damage to the Project under the supervision of the relevant Emergency Services if necessary, such that the Project is returned to normal operating standards and safe conditions as quickly as possible in accordance with the requirements of Section 4.2.3 of the DBA General Conditions.

Where liquid or soluble material spills are involved, DB Contractor shall take all necessary measures to minimize pollution of watercourses or groundwater. Where structural damage to structures is suspected, DB Contractor shall ensure that a suitably qualified bridge engineer or specialist inspector is available to evaluate the structure and to advise on temporary repairs and shoring needed to provide safe clearance of the Incident or Emergency. Where such an Incident or Emergency involves a personal injury, DB Contractor shall not remove any vehicle or other item that may assist a potential investigation by Emergency Services until authorized to do so by such agency or agencies.

27.6.2 Snow and Ice Control

DB Contractor shall report to TxDOT information on weather-related events which may cause unsafe driving conditions such as ice, sleet, snow, floods or high winds and shall use available resources to maintain the roadway in as safe a condition as possible during winter events.

DB Contractor shall maintain the travel way free of snow and ice in compliance with the Performance Requirements and shall implement the requirements of the Snow and Ice Control Plan (SICP). Requirements for the SICP are contained in Attachment 27-4 (MMP Template). The presence or forecast of snow or ice shall be assessed as a Category 1 Defect (Hazard Mitigation) and shall be addressed immediately by DB Contractor upon detection or upon being informed of the condition(s).

27.6.3 Severe Weather Evacuation

DB Contractor shall prepare and train its staff for evacuation and shall assist TxDOT in the event that an evacuation is implemented, in accordance with the Severe Weather Evacuation Plan (SWEP). Requirements for the SWEP are contained in Attachment 27-4 (MMP Template).

27.6.4 Maintenance Document Management

For all Maintenance Records, DB Contractor shall follow the document storage and retrieval requirements set forth in Section 4.2.1.2 of the DBA General Conditions. DB Contractor's document management system shall be compatible with SharePoint®.

DB Contractor shall cause all Maintenance Records and Project-related documents to be stored along with accurate information on the location consistent with reference markers in accordance with the Texas Reference Marker (TRM) system, so that all data and records can be retrieved by reference marker and Performance Section.

Maintenance Records shall be kept throughout the Term. Such records shall be provided to upon Final Acceptance. All records obtained during the Warranty Term shall be kept and provided to TxDOT at the end of the Warranty Term.

Unless otherwise directed by TxDOT, DB Contractor's record retention shall comply with the requirements of the Texas State Records Retention Schedule.

27.6.5 **Safety**

DB Contractor shall establish and implement safety and health procedures for Maintenance Work in compliance with Section 4.2.3 of the DBA General Conditions and in accordance with the Maintenance Safety Plan. Refer to Attachment 27-4 (MMP Template) for the required contents of the Maintenance Safety Plan.

27.6.6 **Communication**

DB Contractor shall establish and implement communication procedures for Maintenance Work in compliance with Sections 4.2.5 of the DBA General Conditions, and Item 26, "Traffic Control" and Item 11, "Public Information and Communications" of the Design-Build Specifications.

27.6.7 **Hazardous Materials Management**

DB Contractor shall establish and implement Hazardous Materials Management procedures for Maintenance Work in compliance with Section 4.2.4.4 of the DBA General Conditions and in accordance with the Hazardous Materials Management Plan (HMMP). Refer to Attachment 27-4 (MMP Template) for the required contents of the HMMP.

27.6.8 **Environmental Compliance and Mitigation**

DB Contractor shall establish and implement environmental compliance and mitigation procedures for Maintenance Work in compliance with Section 4.2.4.2 of the DBA General Conditions and Item 12 of the Design-Build Specifications shall follow the requirements described in Attachment 27-4 (MMP Template).

27.6.9 **Traffic Management**

DB Contractor shall establish and implement traffic management procedures for Maintenance Work in compliance with Item 26, "Traffic Control" and shall follow the requirements described in Attachment 27-4 (MMP Template).

27.7 **Submittals**

All Submittals described in this Item 27 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth on Table 27-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise required.

Table 27-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Maintenance Management Plan (MMP)	After NTP1	Approval	27.2.1
MMP Updates	As required	Approval	27.2.1
Proposal scope and methodology of Baseline Inspections	Prior to the Baseline Inspections	Approval	27.3.3.1
Notice of Baseline Inspections and/or tests	Prior to the Baseline Inspections	For information	27.3.3.1
BECR	Prior to NTP2	Approval	27.3.3.2
Details of the Maintenance Work to cause each Element to be in compliance with applicable Targets	After NTP2	Review and comment	27.3.3.4
Updates to Performance and Measurement Table	As required	Approval	27.3.4
Maintenance Record of proposed remedy	Promptly where action is proposed	Approval	27.3.5

Table 27-1: Submittals to TxDOT

Submittals	Submittal Schedule	TxDOT Action	Reference Section
Notification of Nonconforming Work	After discovering the Nonconforming Work	For Information	27.4.1
Nonconformance Report	After notification issuance	Review and comment	27.4.1
Maintenance Management System (MMS) demonstration	Prior to NTP2	For Information	27.5.6
MMS training	Annually prior to each anniversary of NTP2	For Information	27.5.6

Item 28
Bicycle and Pedestrian Facilities

28.1 **General Requirements**

This Item 28 includes requirements with which DB Contractor shall design and construct all bicycle and pedestrian facilities for the Project as shown on the TxDOT Schematic Design. DB Contractor shall design and construct all bicycle and pedestrian facilities consistent with TxDOT policies and guidelines. DB Contractor shall coordinate the Elements of this Project with the existing and planned trails and other facilities of local and county administrations for pedestrians and cyclists.

28.2 **Administrative Requirements**

DB Contractor shall maintain equivalent connectivity on all bicycle and pedestrian facilities during construction and throughout the Term.

28.3 **Design Requirements**

28.3.1 **Bicycle Facilities**

Facilities shall be consistent with the region's bicycle and pedestrian plan and accommodate existing bicycle paths and crossings, and on-street bicycle facilities. DB Contractor shall coordinate with Governmental Entities and TxDOT to ensure consistency with existing and proposed bicycle facilities.

Facilities shall meet the requirements of the AASHTO *Guide for the Development of Bicycle Facilities* and shall incorporate the following Elements, where applicable, relating to bicycle facilities into the Design:

- Alignment, profile, cross-section, and materials;
- Points of connection to existing and proposed bicycle facilities;
- Crosswalk and pedestrian ramp locations and details;
- Signing, signalization, and pavement markings;
- Separation between bicycle facilities and the nearest travel lane;
- Methods of illumination indicating light fixture locations and types;
- Methods of separation, including barrier and/or fence type and height; and
- Requirements of the Aesthetics and Landscaping Plans.

28.3.2 **Pedestrian Facilities**

DB Contractor shall design, construct, and maintain pedestrian facilities where required by state and federal regulations. Sidewalks and pedestrian facilities shall comply with ADA, the Texas Accessibility Standards and TDLR. DB Contractor shall install pedestrian signals and curb ramps at all existing and proposed signalized intersections within Project limits and as impacted by Project construction. DB Contractor shall coordinate with Governmental Entities and TxDOT to ensure consistency with existing and proposed pedestrian facilities.

DB Contractor's facilities shall meet the requirements of the AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, and shall include the following elements, where applicable, relating to pedestrian facilities:

- Alignment, profile, cross-section, and materials;
- Points of connection to existing and proposed pedestrian facilities;
- Crosswalk and pedestrian ramp locations and details;
- Signing, signalization, and pavement markings;
- Separation between pedestrian facilities and the nearest travel lane;
- Methods of illumination indicating light fixture locations and types;
- Methods of separation, including barrier and/or fence type and height; and
- Requirements of the Aesthetics and Landscaping Plans.

DB Contractor is responsible for obtaining TDLR reviews and approvals of pedestrian facility design and construction.