ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1 [ ]
ADDENDUM NO. 2 [ ]
ADDENDUM NO. 3 [ ]
ADDENDUM NO. 4 [ ]
ADDENDUM NO. 5 [ ]

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.
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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2014 SPECIFICATIONS

WORK CONSISTING OF PURCHASE OF LIMESTONE ROCK ASPHALT (LRA)
RUNNELS COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 120 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier’s Check, Teller’s Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

SIX THOUSAND (Dollars) ( $6,000 )

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.

2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.

3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.

4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• Signed: **

(1) _______________________(2)_______________________(3)_______________________
Print Name:
(1) _______________________(2)_______________________(3)_______________________
Title:
(1) _______________________(2)_______________________(3)_______________________
Company:
(1) _______________________(2)_______________________(3)_______________________
• Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

* When the calendar days field contains an asterisk (*) refer to the Special Provisions and General Notes.
NOTICE TO CONTRACTORS

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

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

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.
TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____________________________________________________________
____________________________________________________________________________________

Hereinafter called the Principal, and (Surety Name) __________________________________________
____________________________________________________________________________________

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the
Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in
the sum of not less than two percent (2%) of the department’s engineer’s estimate, rounded to the nearest one
thousand dollars, not to exceed one hundred thousand dollars ($100,000) as a proposal guaranty (amount
displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and
the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

Control 6357-49-001
Project MMC - 635749001
Highway US0083
County RUNNELS

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into
the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and
void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid,
this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a
penalty but as liquidated damages.

Signed this _______________________________ Day of _______________________ 20_________

By: ________________________________________________________________________________

(Contractor/Principal Name)
____________________________________________________________________________________

(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: ________________________________________________________________________________

(Surety Name)
____________________________________________________________________________________

(Signature of Attorney-in-Fact)

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

Impressed
Surety Seal
Only

This form may be removed from the proposal.
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BIDDER’S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder’s check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Check Received By: __________________________ Date: __________________________

Title: __________________________________________________________________________

For (Contractor's Name): _______________________________________________________________________ 

Project __________________________ County __________________________

Control 6357-49-001
Project MMC - 635749001
Highway US0083
County RUNNELS

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: __________________________ Date: __________________________

Title: __________________________________________________________________________

For (Contractor's Name): ________________________________________________________________________

Project __________________________ County __________________________
This page intentionally left blank.
NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$____________________________________
Total Bid Amount
**EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT**
## EXAMPLES

**BID PRICES SUBMITTED BY HAND WRITTEN FORMAT**

<table>
<thead>
<tr>
<th>ALT</th>
<th>ITEM-CODE</th>
<th>UNIT BID PRICE ONLY WRITTEN IN WORDS</th>
<th>UNIT</th>
<th>APPROX QUANTITIES</th>
<th>DEPT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>190</td>
<td>026</td>
<td>RED OAK 1 1/2 - 1 3/4 GAL BB</td>
<td>DLRS</td>
<td>9.000</td>
<td>1</td>
</tr>
</tbody>
</table>

**Unit price for each plant in place**

| 249 | 014 | FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2) | TON | $56,787.00 | 14 |

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

| 430 | 001 | CL A CONC FOR EXT STR (CULV) | CY | 45.000 | 27 |

**Unit price for each cubic yard of Concrete**

| 610 | 007 | RDWY ILL ASSEM(TY ST 50T-8-8)(4.KW)S | EA | 13.000 | 7 |

**Unit price of each Roadway Illumination Assembly**

---
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<table>
<thead>
<tr>
<th>ALT</th>
<th>ITEM NO</th>
<th>ITEM CODE</th>
<th>UNIT BID PRICE ONLY. WRITTEN IN WORDS</th>
<th>UNIT</th>
<th>APPROX QUANTITIES</th>
<th>DEPT USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>8009</td>
<td>6001</td>
<td>LRA (TY I)(GR-AA) (DELIVERY)(SITE 1) DOLLARS CENTS</td>
<td>TON</td>
<td>700.000</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6002</td>
<td>LRA (TY I)(GR-AA) (DELIVERY)(SITE 2) DOLLARS CENTS</td>
<td>TON</td>
<td>200.000</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6013</td>
<td>LRA (TY II)(GR-DS) (DELIVERY)(SITE 1) DOLLARS CENTS</td>
<td>TON</td>
<td>500.000</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6014</td>
<td>LRA (TY II)(GR-DS) (DELIVERY)(SITE 2) DOLLARS CENTS</td>
<td>TON</td>
<td>500.000</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6037</td>
<td>LRA (TY II) (GR-CS) (DELIVERY) (SITE 1) DOLLARS CENTS</td>
<td>TON</td>
<td>500.000</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6038</td>
<td>LRA (TY II) (GR-CS) (DELIVERY) (SITE 2) DOLLARS CENTS</td>
<td>TON</td>
<td>500.000</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>8009</td>
<td>6039</td>
<td>LRA (TY II) (GR-CS) (DELIVERY) (SITE 3) DOLLARS CENTS</td>
<td>TON</td>
<td>800.000</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking “Yes” or “No” below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

   ________ YES
   ________ NO

B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

   1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
   2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.
Project Number: MMC 6357-49-001
County: RUNNELS
Highway: US 83

GENERAL NOTES
Contractor questions on this project are to be addressed to the following individuals:

Tom Johnston, P.E.  Tom.Johnston@txdot.gov  (325) 947-9322
Roy Wright, P.E.  Roy.Wright@txdot.gov  (325) 947-9236

Contractor questions will be accepted through email, phone, and in person by the above individuals.

All contractor questions will be reviewed by the engineer. Once a response is developed, it will be posted to the TxDOT’s Public FTP at the following address:

https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting Responses

All questions submitted that generate a response will be posted through this website. The site is organized by the District, Project Type (Construction or Maintenance), Letting Date, CCSJ/Project Name.

**Project Description:** This is a contract for the purchase and delivery of Limestone Rock Asphalt, (Material Only), to TxDOT maintenance yards or locations located within the San Angelo District. Request for material will be made through independent work orders.

**ITEM 4: SCOPE OF WORK**

This contract may be extended per special provision 004-004.

**ITEM 8: PROSECUTION AND PROGRESS**

Materials requested shall be issued by work order. Each work order shall specify items, quantity, and location for materials to be delivered.

Contract time charges shall begin on the date specified for delivery in each individual Work Order letter.

Once an order for material has been placed, the contractor will have thirty (30), calendar days, from the delivery date specified, to provide the material. If delivery has not been completed within the specified time frame, liquidated damages in accordance with special provision 000-658 will be assessed.

Various bid items and their associated quantities have been provided within this Contract to establish bid prices for the proposed work. Actual work performed as directed will be paid utilizing these prices with no further compensation made regardless of the final quantities.

**ITEM 8009: LIMESTONE ROCK ASPHALT (Materials Only)**

This is a contract for supplying Limestone Rock Asphalt material on an as needed basis. Refer to the table below for site locations and contacts.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Site #</th>
<th>County</th>
<th>Supervisor</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>8009-6013</td>
<td>Site 1</td>
<td>Runnels</td>
<td>Fred Schmidt</td>
<td>630 FM 2887, Ballinger, Texas. 76821</td>
<td>(325) 365-2218</td>
</tr>
<tr>
<td>8009-6014</td>
<td>Site 2</td>
<td>Coke</td>
<td>Keith “Jake” Smith</td>
<td>7785 E SHS 158, Robert Lee, Texas, 76945</td>
<td>(325) 453-2890</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #</th>
<th>Site #</th>
<th>County</th>
<th>Supervisor</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>8009-6037</td>
<td>Site 1</td>
<td>Tom Green</td>
<td>Chris Wagner</td>
<td>31°22'32.20&quot;N, 100°20'38.59&quot;W US 87 South Near Wall</td>
<td>(325) 653-1780</td>
</tr>
<tr>
<td>8009-6038</td>
<td>Site 2</td>
<td>Glasscock</td>
<td>Paul Morales</td>
<td>31°39'18.10&quot;N, 101°44'27.46&quot;W RM 2401 at RM 1357</td>
<td>(325) 378-2021</td>
</tr>
<tr>
<td>8009-6039</td>
<td>Site 3</td>
<td>Reagan</td>
<td>Richard DeLaRosa</td>
<td>312 W US 67, Big Lake, Texas. 76932</td>
<td>(325) 884-2339</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #</th>
<th>Site #</th>
<th>County</th>
<th>Supervisor</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>8009-6001</td>
<td>Site 1</td>
<td>Sterling</td>
<td>Paul Morales</td>
<td>31°51'22.32&quot;N, 101°2'11.90&quot;W US 87 Overpass NW of Sterling City</td>
<td>(325) 378-2021</td>
</tr>
<tr>
<td>8009-6002</td>
<td>Site 2</td>
<td>Reagan</td>
<td>Richard DeLaRosa</td>
<td>312 W US 67, Big Lake, Texas. 76932</td>
<td>(325) 884-2339</td>
</tr>
</tbody>
</table>

A 24-hour notice is required prior to delivery of the material.

The maintenance supervisor will make the arrangement for the materials to be delivered. An email will be sent by the TxDOT Maintenance Office to the vendor’s point of contact to verify the date and time of the order.

The contractor is responsible for furnishing and delivering the Limestone Rock Asphalt to the County Maintenance yards or locations indicated in the above table. The delivery hours will be Monday through Thursday from 7:00AM to 5:00PM. The maintenance section will stockpile the material.
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014.

STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---658)
SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---010)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000---384)
SPECIAL PROVISION "CONTRACTOR PERFORMANCE EVALUATIONS" (000---659)
SPECIAL PROVISION TO ITEM 2 (002---011)
SPECIAL PROVISION TO ITEM 3 (003---011)
SPECIAL PROVISION TO ITEM 4 (004---004)
SPECIAL PROVISION TO ITEM 5 (005---002)
SPECIAL PROVISIONS TO ITEM 6 (006---001)(006---012)
SPECIAL PROVISIONS TO ITEM 7 (007---001)(007---003)(007---004)(007---010)
SPECIAL PROVISIONS TO ITEM 8 (008---030)(008---033)

SPECIAL SPECIFICATIONS:

ITEM 8009 LIMESTONE ROCK ASPHALT (MATERIALS ONLY)
GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.
CHILD SUPPORT STATEMENT

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

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.
E-VERIFY CERTIFICATION

Pursuant to Texas Transportation Code §223.051, all TxDOT contracts for construction, maintenance, or improvement of a highway must include a provision requiring Contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the contract, the Contractor certifies that prior to the award of the Contract:

- the Contractor has registered with and will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement; and
- the Contractor will require that all subcontractors also register with and, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the subcontract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement.

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, “Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department.”
CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the Department.
Special Provision to Item 000  
Schedule of Liquidated Damages

<table>
<thead>
<tr>
<th>For Dollar Amount of Original Contract</th>
<th>Dollar Amount of Daily Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>To and Including</td>
<td>Administration Liquidated</td>
</tr>
<tr>
<td></td>
<td>Damages per Working Day</td>
</tr>
<tr>
<td>From More Than</td>
<td>570</td>
</tr>
<tr>
<td>0</td>
<td>100,000</td>
</tr>
<tr>
<td>100,000</td>
<td>590</td>
</tr>
<tr>
<td>500,000</td>
<td>610</td>
</tr>
<tr>
<td>1,000,000</td>
<td>685</td>
</tr>
<tr>
<td>1,500,000</td>
<td>785</td>
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<tr>
<td>3,000,000</td>
<td>970</td>
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<tr>
<td>5,000,000</td>
<td>1,125</td>
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<tr>
<td>10,000,000</td>
<td>1,285</td>
</tr>
<tr>
<td>20,000,000</td>
<td>2,590</td>
</tr>
</tbody>
</table>

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.
Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

Where the term “Contractor” appears in the following six nondiscrimination clauses, the term “Contractor” is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3.1. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

3.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

3.4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
3.5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. **PERTINENT NONDISCRIMINATION AUTHORITIES:**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:


4.2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,** (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4.3. **Federal-Aid Highway Act of 1973,** (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);


4.5. **The Age Discrimination Act of 1975,** as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

4.6. **Airport and Airway Improvement Act of 1982,** (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

4.7. **The Civil Rights Restoration Act of 1987,** (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);

4.8. **Titles II and III of the Americans with Disabilities Act,** which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

4.9. **The Federal Aviation Administration's Nondiscrimination statute** (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

4.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Special Provision to Item 000
Important Notice to Contractors

By the 20th day of each month, report to the Engineer the number of incidents and injuries that occurred on the project the previous month. Report:

- the total number of incidents and injuries for the Contractor and all subcontractors, and
- the number of Contractor and subcontractor-related incidents and injuries that involved a third party.

An “incident” is defined as any work-related occurrence that caused damage only to vehicles, equipment, materials, etc.

An “injury” is defined as an OSHA recordable injury.

Acquire an Electronic Project Records System (EPRS) account to report incidents and injuries. Submit an EPRS User Access Request Form (Form 2451) to request an account. This form can be found at http://www.txdot.gov/business/resources/doing-business/prequalification.html.


Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.
Special Provision 000
Certificate of Interested Parties (Form 1295)

Submit a notarized Form 1295, “Certificate of Interested Parties,” in the following instances:
- at contract execution for contracts awarded by the Commission;
- at contract execution for contracts awarded by the District Engineer with an award amount of $1,000,000 or more;
- at any time an existing contract awarded by the District Engineer increases in value to $1,000,000 or more due to changes in the contract;
- at any time there is an increase of $1,000,000 or more to an existing contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing contract.

Form 1295 and instructions on completing and filing the form are available on the Texas Ethics Commission website.
Special Provision 000
Notice of Contractor Performance Evaluations

1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINITIONS

2.1. Project Recovery Plan (PRP)—a formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with Title 43, Texas Administrative Code (TAC), §9.23, the District will request a PRP if the Contractor’s performance on a project is below the Department’s acceptable standards and will monitor the Contractor’s compliance with the established plan.

2.2. Corrective Action Plan (CAP)—a formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

In accordance with 43 TAC §9.23, the Division will request a CAP if the average of the Contractor’s statewide final evaluation scores falls below the Department’s acceptable standards for the review period and will monitor the Contractor’s compliance with the established plan.

3. CONTRACTOR EVALUATIONS

In accordance with Title 43, Texas Administrative Code (TAC) §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- Interim evaluations—at or within 30 days after the anniversary of the notice to proceed, for Contracts extending beyond 1 yr., and
- Final evaluation—upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, “Control of the Work.” Failure to meet a PRP to the Engineer’s satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor’s control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer’s decision
on a Contractor’s evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

4. **DIVISION OVERSIGHT**

Upon request of the Construction or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division’s satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor’s control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. **PERFORMANCE REVIEW COMMITTEE**

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor’s control contributing to the Contractor’s performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:
- take no action,
- reduce the Contractor’s bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor’s bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. **APPEALS PROCESS**

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.
Special Provision to Item 2

Instructions to Bidders

Item 2, “Instructions to Bidders,” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 2.3., “Issuing Proposal Forms,”** is supplemented by the following:
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project, but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security’s (DHS) E-Verify system as specified in Article 2.15., “Department of Homeland Security (DHS) E-Verify System,” is prohibited from rebidding that specific project.

**Article 2.7., “Nonresponsive Bid,”** is supplemented by the following:


The Department will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E=Verify throughout the life of the contract. In addition, in accordance with paragraph six of Article 8.2, “Subcontracting,” include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear on the DHS E-Verify system prior to award, the Department will notify the Contractor that they must submit documentation showing that they are compliant within 5-business days after the date the notification was sent. A Contractor who fails to comply or respond within the deadline will be declared non-responsive and the Department will execute the proposal guaranty. The proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:
- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder’s participation in the DHS E-Verify system. For the Bidder who is not registered in E-Verify, the Department will allow for one business day after notification to provide proof of registration.

If the Department is unable to verify the new apparent low Bidder’s participation in the DHS E-Verify system within one calendar day:
- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder’s guaranty will not be forfeited,
- the Department will reject all bids, and
- the new apparent low Bidder will remain eligible to receive future proposals for the same project.
Special Provision to Item 3
Award and Execution Contract

Item 3, Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 4.3, “Insurance.” The first sentence is voided and replaced by the following:

For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with Contract requirements. For routine maintenance Contracts, refer to Article 8, “Beginning of Work.”

Article 8, “Beginning of Work.” The first sentence is supplemented by the following:

For a routine maintenance Contract, do not begin work until a certificate of insurance showing coverages in accordance with the Contract requirements is provided and accepted.
Item 4, “Scope of Work” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 4.4., “Changes in the Work”,** is supplemented by the following:

When mutually agreed in writing, the Engineer may extend the Maintenance/Traffic Materials Contract (Materials Contract) if the Contractor has satisfactorily fulfilled the terms and conditions of the Materials Contract. The extension may be for a period of time not to exceed the original Materials Contract time and may include additional quantities up to the original bid quantities plus any quantities added by change order. Unit prices may be adjusted, with the extension, to reflect the current Federal Consumer Price Index for the Southern Region. The extension will meet the terms and conditions of the Materials Contract. Execute the extension prior to the final acceptance of the Materials Contract unless agreed upon by the Engineer. Prosecute the Materials Contract and the extension consecutively. The extension will be allowed only twice.
Special Provision to Item 5
Control of the Work

Item 5, “Control of the Work,” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.1, “Authority of Engineer,” is voided and replaced by the following.

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer’s decisions will be final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:
- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department’s administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor’s failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

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

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.
For this project, Item 6, “Control of Materials,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 4., “Sampling, Testing, and Inspection,”** is supplemented by the following:

Meet with the Engineer and choose either the Department or a Department-selected Commercial Lab (CL) for conducting the subset of project-level sampling and testing shown in Table 1, “Select Guide Schedule Sampling and Testing.” Selection may be made on a test by test basis. CLs will meet the testing turnaround times shown (includes test time and time for travel/sampling and reporting) and in all cases issue test reports as soon as possible.

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:
- notify the Engineer, District Lab, and the CL of project scheduling that may require CL testing;
- provide the Engineer, District Lab, and CL at least 24 hours’ notice by phone and e-mail;
- reimburse the Department for CL Table 1 testing using the contract fee schedule for the CL (including mileage and travel/standby time) at the minimum guide schedule testing frequencies;
- reimburse the Department for CL Table 1 testing above the minimum guide schedule frequencies for retesting when minimum frequency testing results in failures to meet specification limits;
- agree with the Engineer and CL upon a policy regarding notification for testing services;
- give any cancellation notice to the Engineer, District Lab, and CL by phone and e-mail;
- reimburse the Department a $150 cancellation fee to cover technician time and mileage charges for previously scheduled work cancelled without adequate notice, which resulted in mobilization of technician and/or equipment by the CL; and
- all CL charges will be reimbursed to the Department by a deduction from the Contractor's monthly pay estimate.

If the CL does not meet the Table 1 turnaround times, testing charge to the Contractor will be reduced by 50% for the first late day and an additional 5% for each succeeding late day.

Approved CL project testing above the minimum testing frequencies in the Guide Schedule of Sampling and Testing, and not as the result of failing tests, will be paid by the Department.

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.
### Table 1
Select Guide Schedule Sampling and Testing (Note 1)

<table>
<thead>
<tr>
<th>TxDOT Test</th>
<th>Test Description</th>
<th>Turn-Around Time (Calendar days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tex-101-E</td>
<td>Preparation of Soil and Flexible Base Materials for Testing (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-104-E</td>
<td>Liquid Limit of Soils (included in 106-E)</td>
<td></td>
</tr>
<tr>
<td>Tex-105-E</td>
<td>Plastic Limit of Soils (included in 106-E)</td>
<td></td>
</tr>
<tr>
<td>Tex-106-E</td>
<td>Calculating the Plasticity Index of Soils</td>
<td>7</td>
</tr>
<tr>
<td>Tex-110-E</td>
<td>Particle Size Analysis of Soils</td>
<td>6</td>
</tr>
<tr>
<td>Tex-113-E</td>
<td>Moisture-Density Relationship of Base Materials</td>
<td>7</td>
</tr>
<tr>
<td>Tex-114-E</td>
<td>Moisture-Density Relationship of Subgrade and Embankment Soil</td>
<td>7</td>
</tr>
<tr>
<td>Tex-115-E</td>
<td>Field Method for In-Place Density of Soils and Base Materials</td>
<td>2</td>
</tr>
<tr>
<td>Tex-116-E</td>
<td>Ball Mill Method for the Disintegration of Flexible Base Material</td>
<td>5</td>
</tr>
<tr>
<td>Tex-117-E, Part II</td>
<td>Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)</td>
<td>6</td>
</tr>
<tr>
<td>Tex-113-E w/ Tex-117-E</td>
<td>Moisture-Density Relationship of Base Materials with Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)</td>
<td>10</td>
</tr>
<tr>
<td>Tex-140-E</td>
<td>Measuring Thickness of Pavement Layer</td>
<td>2</td>
</tr>
<tr>
<td>Tex-145-E</td>
<td>Determining Sulfate Content in Soils - Columnetric Method</td>
<td>4</td>
</tr>
<tr>
<td>Tex-200-F</td>
<td>Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-203-F</td>
<td>Sand Equivalent Test</td>
<td>3</td>
</tr>
<tr>
<td>Tex-206-F, w/ Tex-207-F, Part I, w/ Tex-227-F</td>
<td>(Lab-Molded Density of Production Mixture – Texas Gyraoty) Method of Compacting Test Specimens of Bituminous Mixtures, Part I &amp; Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-207-F, Part I &amp;/or Part VI</td>
<td>(In-Place Air Voids of Roadway Cores) Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures &amp;/or Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-212-F</td>
<td>Moisture Content of Bituminous Mixtures</td>
<td>3</td>
</tr>
<tr>
<td>Tex-217-F</td>
<td>Deleterious Material and Decantation Test for Coarse Aggregate</td>
<td>4</td>
</tr>
<tr>
<td>Tex-221-F</td>
<td>Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-222-F</td>
<td>Sampling Bituminous Mixtures (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-224-F</td>
<td>Determination of Flakiness Index</td>
<td>3</td>
</tr>
<tr>
<td>Tex-226-F</td>
<td>Indirect Tensile Strength Test (production mix)</td>
<td>4</td>
</tr>
<tr>
<td>Tex-235-F</td>
<td>Determining Draindown Characteristics in Bituminous Materials</td>
<td>3</td>
</tr>
<tr>
<td>Tex-236-F</td>
<td>Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determing Correction Factors)</td>
<td>4</td>
</tr>
<tr>
<td>Tex-236-F</td>
<td>Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-241-F, w/ Tex-207-F, Part I, w/ Tex-227-F</td>
<td>(Lab-Molded Density of Production Mixture – Superpave Gyraoty) Superpave Gyraoty Compacting of Specimens of Bituminous Mixtures (production mixture) with Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-242-F</td>
<td>Hamburg Wheel-Tracking Test (production mix, molded samples)</td>
<td>3</td>
</tr>
<tr>
<td>Tex-244-F</td>
<td>Thermal Profile of Hot Mix Asphalt</td>
<td>1</td>
</tr>
<tr>
<td>Tex-246-F</td>
<td>Permeability of Water Flow of Hot Mix Asphalt</td>
<td>3</td>
</tr>
<tr>
<td>Tex-280-F</td>
<td>Flat and Elongated Particles</td>
<td>3</td>
</tr>
<tr>
<td>Tex-530-C</td>
<td>Effect of Water on Bituminous Paving Mixtures (production mix)</td>
<td>4</td>
</tr>
<tr>
<td>AGGREGATES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Tex-400-A Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Tex-410-A Abrasion of Coarse Aggregate Using the Los Angeles Machine</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Tex-411-A Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Tex-481-A Degradation of Coarse Aggregate by Micro-Deval Abrasion</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>CHEMICAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tex-612-J Acid Insoluble Residue for Fine Aggregate</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

| GENERAL                                        |       |
| HMA Production Specialist (TxAPA – Level 1-A) ($/hr)     |       |
| HMA Roadway Specialist (TxAPA – Level 1-B) ($/hr)       |       |
| Technician Travel/Standby Time ($/hr)                |       |
| Per Diem ($/day – meals and lodging)                 |       |
| Mileage Rate ($/mile from closest CL location)        |       |

Note 1 – Turn-Around Time includes test time and time for travel/sampling and reporting.

Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.
Special Provision to Item 6
Control of Materials

Item 6, “Control of Materials” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 6.10., “Hazardous Materials,”** is voided and replaced by the following:

Comply with the requirements of Article 7.12., “Responsibility for Hazardous Materials.”

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

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

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

**10.1.1. Removing Paint From Steel** For contracts that are specifically for painting steel, Item 446, “Field Cleaning and Painting Steel” will be included as a pay item. Perform work in accordance with that item.

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

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

Painted steel to be retained by the Department will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in accordance with federal, state and local regulations.
10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Department sufficient time for abatement.

The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

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

Failure to provide the above information may require the temporary suspension of work under Article 8.4., “Temporary Suspension of Work or Working Day Charges,” due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Department for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly but will be subsidiary to pertinent Items.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.2.6.5, “Training,” is supplemented by the following:

Coordinate enrollment, pay associated fees, and successfully complete Department-approved Training or Contractor-developed Training. Training is valid for the period prescribed by the provider. If no training period is prescribed by the provider, then training is valid for 3 yrs. from the date of completion. The Engineer may require training at a frequency in lieu of the period prescribed based on the Department’s needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

2.6.5.1. **Department-approved Training.** Department-approved training is listed below. For Section 7.2.6.5.1.4., “Other Work Zone Personnel”, the Contractor may use Contractor-developed Training in lieu of Department-approved Training.

2.6.5.1.1 **Contractor Responsible Person and Alternate.**

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Traffic Control Supervisor</td>
</tr>
<tr>
<td>National Highway Institute&lt;sup&gt;1&lt;/sup&gt;</td>
<td>Design and Operation of Work Zone Traffic Control, Work Zone Traffic Control for Maintenance Operations</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Work Zone Traffic Control for CRPs</td>
</tr>
<tr>
<td>University of Texas Arlington, Division for Enterprise Development</td>
<td>Traffic Control Supervisor</td>
</tr>
</tbody>
</table>

1. Both classes are required in order to equal the level of training taught in a single class by other providers.

2.6.5.1.2. **Flagger Instructor Training.**

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Flagging Instructor Training</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Train-the-Trainer Flaggers</td>
</tr>
<tr>
<td>National Safety Council</td>
<td>Flagger Instructor Training</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Certified Instructor: Qualified Flagger Training</td>
</tr>
</tbody>
</table>
Flagger Training.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Flaggers in the Work Zone</td>
</tr>
<tr>
<td>National Safety Council</td>
<td>Work Zone Flagger (Flagger Novice)</td>
</tr>
<tr>
<td>University of Texas Arlington, Division for Enterprise Development</td>
<td>Flaggers in Work Zones</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Work Zone Traffic Control &amp; Qualified Flagger</td>
</tr>
<tr>
<td>Associated Builders and Contractors, Austin Chapter</td>
<td>Flagger Training</td>
</tr>
</tbody>
</table>

2.6.5.1.3. Law Enforcement Personnel.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Highway Institute</td>
<td>Safe and Effective Use of Law Enforcement Personnel in Work Zones</td>
</tr>
</tbody>
</table>

2.6.5.1.4. Other Work Zone Personnel.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Traffic Control Technician</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Work Zone Traffic Control</td>
</tr>
<tr>
<td>National Highway Institute</td>
<td>Maintenance of Traffic for Technicians</td>
</tr>
<tr>
<td>National Highway Institute</td>
<td>Maintenance Training Series: Basics of Work Zone Traffic Control</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Temporary Traffic Control</td>
</tr>
</tbody>
</table>

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

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

2.6.5.2.2 Other Work Zone Personnel Minimum Requirements. Contractor-developed Training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics:

- The Life You Save May Be Your Own (or other similar company safety motto)
- Purpose of the Training
  - It’s The Law
To make work zones safer for workers and motorists
- To understand what is needed for traffic control
- To save lives including your own

Personal and Co-Worker Safety
- High Visibility Safety Apparel: Discuss compliant requirements; Inspect regularly for fading and reduced reflective properties; If night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; If moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
- Blind Areas: A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the “Circle of Safety” around equipment and vehicles; Use of spotters; Maintain eye contact with equipment operators; Use of hand signals.
- Runovers and Backovers: Remain alert at all times; Keep a safe distance from traffic; Avoid turning your back to traffic and if you must then use a spotter; Stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect 4+ feet when struck by a vehicle.
- Look out for each other, warn co-workers
- Be courteous to motorists
- Do not run across active roadways
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies

Night Time Operations: Focus should be placed on projects with a nighttime element.

Traffic Control Training: Basics of Traffic Control.
- Identify Work Zone Traffic Control Supervisor and other appropriate persons to report issues to when they arise.
- Work Zone Traffic Control Devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discussion on various types of traffic control devices to be used and where spacing requirements can be found.
- Channelizing Devices and Barricades with slanted stripes: Stripes are to slant in the direction you want traffic to stay or move to; Demonstrate this with a device.
- Traffic Queuing: Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- Signs: Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, “Legal Relations and Responsibilities” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7.3., “Laws To Be Observed,” is supplemented by the following:

By entering into Contract, the Contractor agrees to provide or make available to the Department and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the Contract for a period required in accordance with Title 43 of the Texas Administration Code, Part 1, Chapter 9, Subchapter K, Rule §9.327, Contractor Records. Additionally, require that all subcontracts include a clause adhering to the same requirement. Failure to provide access to the required documents by any party to the project may result in action by the Department.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.7.2., “Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3),” is voided and replaced by the following:

7.2. Texas Pollution Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).

7.2.1. Projects with less than one acre of soil disturbance including required associated project specific locations (PSL’s) per TPDES GP TXR 150000.

No posting or filing will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3.

7.2.2. Projects with one acre but less than five acres of soil disturbance including required associated PSL’s per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activity in the right of way. The Department will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a Primary Operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activity in the right of way. In addition to the Department’s actions, the Contractor will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL’s. Adhere to all requirements of the SWP3 as shown on the plans. The Contractor will be responsible for Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed.

7.2.3. Projects with 5 acres or more of soil disturbance including required associated PSL’s per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activities in the right of way. The Department will post a large site notice, file a notice of intent (NOI), notice of change (NOC), if applicable, and a notice of termination (NOT) along with other requirements per TPDES GP TXR 150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a primary operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activities in the right of way. In addition to the Department’s actions, the Contractor shall file a NOI, NOC, if applicable, and NOT and post a large site notice along with other requirements as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor
being responsible for TPDES GP TXR 150000 requirements for on-right of way and off-right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.2.4., “Public Safety and Convenience.” The first paragraph is deleted and replaced by the following.

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

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

- dates or events as shown on the plans, and
- other dates as directed.
Special Provision to Item 8
Prosecution and Progress

Item 8, “Prosecution and Progress” of the Standard Specification is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2., “Subcontracting,” is supplemented by the following paragraph, which is added as paragraph six to this article:

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is not registered in the Department of Homeland Security’s (DHS) E-Verify system. Require that all subcontractors working on the project register and require that all subcontractors remain active in the DHS E-Verify system until their work is complete on the project.
Item 8, “Prosecution and Progress” of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.7.2., “Wrongful Default,” is revised and replaced by the following:

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 “Termination of Contract.”
Item 8009
Limestone Rock Asphalt (Materials Only)

1. DESCRIPTION

Provide a cold-mixed material consisting of native limestone rock asphalt (LRA) aggregate, fluxing material, water, and when specified, additives and virgin aggregates, of the types and grades shown on the plans.

2. MATERIALS

2.1. LRA Mixture. Furnish LRA according to DMS-9210, “Limestone Rock Asphalt (LRA),” of the type, grade, and Surface Aggregate Classification (SAC) shown on the plans.

3. QUALITY CONTROL/QUALITY ASSURANCE

Provide quality control (QC) testing as needed to meet the requirements of this Item. The Department will perform quality assurance (QA) testing.

3.1. Quality Control Plan (QCP). Develop a written QCP and submit for approval before beginning production. Follow QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Include the following items in the QCP:

3.1.1. Project Personnel. For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action, and
- current contact information for each individual listed.

3.1.2. Loading and Transporting. For loading and transporting, include:
- type and application method for release agents, and
- truck and rail car loading procedures to avoid segregation.

3.2. Hauling Operations. Transport the LRA mixture to the delivery point in trucks or rail cars as needed. Clean all truck beds or rail cars before use to ensure mixture is not contaminated. Use a release agent on the Department's MPL to coat truck beds and inside rail cars when necessary. Waterproof tarpaulins are not required to cover loads.

4. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

5. MEASUREMENT AND PAYMENT

5.1. Measurement. LRA will be measured by the ton of composite LRA delivered or picked up. Measure on scales in accordance with Item 520, “Weighing and Measuring Equipment.” Keep records on tare weight, gross weight, and net weight of the LRA paving mixture for each load of the same type of mixture. The Materials and Test Division will measure and report the moisture content in accordance with Tex-212-F, Part II of the LRA paving mixture used to determine payment at the plant. All water and light hydrocarbon volatiles
in the mixture measured in accordance with Tex-212-F, Part II, in excess of 6.0% by weight at the time of weighing, will be deducted from the net weight to determine the quantity for payment.

The materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types shown below.

5.2. **Limestone Rock Asphalt (Site Delivery).** Payment will be made for the type, grade, and SAC specified. This price is full compensation for furnishing materials, assistance provided in sampling, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals. If bid codes in the estimate indicate location numbers, each location will be shown in the plans.

5.3. **Limestone Rock Asphalt (Vehicle Pickup).** Payment will be made for the type, grade, and SAC specified. This price is full compensation for furnishing materials, assistance provided in sampling, loading, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.