

Control	0902-00-362
Project	C 902-00-362
Highway	VA
County	TARRANT

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

2024 SPECIFICATIONS WORK CONSISTING OF REHABILITATE BRIDGE TARRANT 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 299 working 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:

ONE HUNDRED THOUSAND (Dollars) (\$100,000)

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 working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

NOTICE TO CONTRACTORS

ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY “AUDITED FINANCIAL STATEMENT” AND “EXPERIENCE QUESTIONNAIRE” AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.

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 Oblige, 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:

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NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige 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 Oblige, 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)

Impressed
Surety Seal
Only

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

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):

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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 _____

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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

Control 0001-03-030
 Project STP 2000(938)HES
 Highway SH 20
 County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	I04	509	X	REMOV CONC (SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
						Total Bid Amount	\$2,664.00		

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

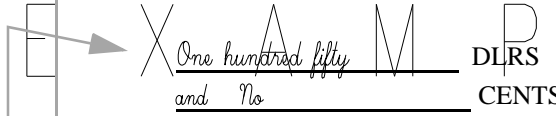
EXAMPLE

EXAMPLE


EXAMPLE

EXAMPLES

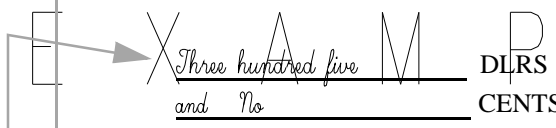
BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE <u>ONLY</u> WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC NO	S.P. NO.				
	190	026		RED OAK 1 1/2 - 1 3/4 GAL BB 	EA	9.000	1

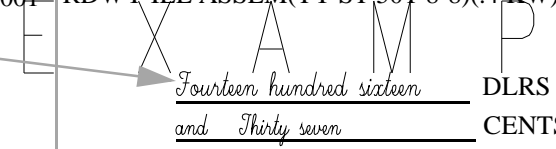
Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2) 	TON	56,787.00	14
--	-----	-----	--	--	-----	-----------	----

Unit price for each ton of Flexible Base

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

Unit price for each cubic yard of Concrete

	610	007	001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S 	EA	13.000	7
--	-----	-----	-----	--	----	--------	---

Unit price of each Roadway Illumination Assembly

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	100	7002		PREPARING ROW DOLLARS and CENTS	STA	1.000	1
	104	7006		REMOV CONC (RIPRAP) DOLLARS and CENTS	SY	227.600	2
	132	7003		EMBANK (FNL)(OC)(TY B) DOLLARS and CENTS	CY	7.000	3
	161	7002		COMPOST MANUF TOPSOIL (4") DOLLARS and CENTS	SY	36.000	4
	164	7002		BROADCAST SEED (PERM_RURAL_CLAY) DOLLARS and CENTS	SY	36.000	5
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	1.000	6
	169	7005		SOIL RET BLKT(SL_STEEP_CLAY_SHORT) DOLLARS and CENTS	SY	18.000	7
	401	7001		FLOWABLE BACKFILL DOLLARS and CENTS	CY	8.000	8
	402	7001		TRENCH EXCAVATION PROTECTION DOLLARS and CENTS	LF	664.000	9
	403	7001		TEMPORARY SPL SHORING DOLLARS and CENTS	SF	1,714.000	10
	420	7059		CL C CONC(PILE ENCASEMENT) DOLLARS and CENTS	LF	42.000	11
	420	7146		CL C CONC (WINGWALLS) DOLLARS and CENTS	CY	22.400	12

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	429	7001		CONC STR REPAIR(CLEAN & COAT WTH EPOXY) DOLLARS and CENTS	SF	180.000	13
	429	7003		CONC STR REPAIR(DECK REP(PART DEPTH)) DOLLARS and CENTS	SF	46.000	14
	429	7007		CONC STR REPAIR (VERTICAL & OVER- HEAD) DOLLARS and CENTS	SF	4,219.000	15
	432	7001		RIPRAP (CONC)(4 IN) DOLLARS and CENTS	CY	5.800	16
	432	7004		RIPRAP (CONC)(CL A) DOLLARS and CENTS	CY	1.000	17
	432	7041		RIPRAP (STONE PROTECTION)(12 IN) DOLLARS and CENTS	CY	132.000	18
	432	7045		RIPRAP (STONE PROTECTION)(24 IN) DOLLARS and CENTS	CY	1,353.000	19
	432	7047		RIPRAP (STONE PROTECTION)(30 IN) DOLLARS and CENTS	CY	1,182.000	20
	438	7004		CLEANING AND SEALING EXIST JOINTS (CL3) DOLLARS and CENTS	LF	848.000	21
	438	7007		CLEANING AND SEALING EXIST JOINTS (CL7) DOLLARS and CENTS	LF	3,255.000	22
	438	7008		CLEANING EXISTING JOINTS DOLLARS and CENTS	LF	94.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	438	7009		RESIZING AND SEALING JOINTS DOLLARS and CENTS	LF	1,081.000	24
	438	7010		CLEANING AND SEALING JOINTS (FOAM) DOLLARS and CENTS	LF	300.000	25
	439	7014		MULTI-LAYER POLYMER OVERLAY DOLLARS and CENTS	SY	2,550.000	26
	439	7017		POLYESTER POLYMER CONC OVERLAY (2") DOLLARS and CENTS	SY	184.000	27
	442	7008		STR STEEL (MISCELLANEOUS BRIDGE) DOLLARS and CENTS	LB	20.000	28
	446	7001		CLEAN & PAINT EXIST STR (SYSTEM I) DOLLARS and CENTS	LS	1.000	29
	449	7001		ANCHOR BOLTS DOLLARS and CENTS	EA	10.000	30
	454	7009		HEADER TYPE EXPANSION JOINT DOLLARS and CENTS	CF	226.000	31
	480	7001		CLEAN EXIST CULVERTS DOLLARS and CENTS	EA	1.000	32
	496	7005		REMOV STR (WINGWALL) DOLLARS and CENTS	EA	3.000	33
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	34
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	14.000	35

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	1,034.000	36
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	531.000	37
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	24.000	38
	506	7003		ROCK FILTER DAMS (INSTALL) (TY 3) DOLLARS and CENTS	LF	152.000	39
	506	7011		ROCK FILTER DAMS (REMOVE) DOLLARS and CENTS	LF	152.000	40
	506	7020		CONSTRUCTION EXITS (INSTALL) (TY 1) DOLLARS and CENTS	SY	78.000	41
	506	7024		CONSTRUCTION EXITS (REMOVE) DOLLARS and CENTS	SY	78.000	42
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	1,386.000	43
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	1,386.000	44
	512	7089		PCTB (FUR&INST)(F-SHAPE OR SNGL SLP)TY1 DOLLARS and CENTS	LF	2,495.000	45
	512	7090		PCTB (MOVE)(F-SHAPE OR SNGL SLP)TY1 DOLLARS and CENTS	LF	1,485.000	46
	512	7092		PCTB (REMOVE)(F-SHAPE OR SNGL SLP)TY1 DOLLARS and CENTS	LF	2,495.000	47

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	545	7002		CRASH CUSH ATTEN (MOVE & RESET) DOLLARS and CENTS	EA	5.000	48
	545	7004		CRASH CUSH ATTEN (REMOVE) DOLLARS and CENTS	EA	2.000	49
	545	7014		CRASH CUSH ATTEN (INSTL)(S)(N)(TL3) DOLLARS and CENTS	EA	2.000	50
	662	7065		WK ZN PAV MRK REMOV (W)6"(BRK) DOLLARS and CENTS	LF	1,086.000	51
	662	7068		WK ZN PAV MRK REMOV (W)6"(SLD) DOLLARS and CENTS	LF	6,915.000	52
	662	7100		WK ZN PAV MRK REMOV (Y)6"(SLD) DOLLARS and CENTS	LF	5,133.000	53
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	88.000	54
	666	7042		REFL PAV MRK TY I (W)(ARROW)(100MIL) DOLLARS and CENTS	EA	2.000	55
	666	7066		REFL PAV MRK TY I (W)(WORD)(100MIL) DOLLARS and CENTS	EA	2.000	56
	666	7138		RE PV MRK TY I(BLACK)6"(SHADOW)(100MIL) DOLLARS and CENTS	LF	1,520.000	57
	666	7172		RE PM TY II (W) 6" (BRK) DOLLARS and CENTS	LF	1,520.000	58
	666	7175		RE PM TY II (W) 6" (SLD) DOLLARS and CENTS	LF	3,284.000	59

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7213		RE PM TY II (Y) 6" (SLD) DOLLARS and CENTS	LF	3,222.000	60
	666	7229		RE PM TY II (BLK)(6")(SHADOW) DOLLARS and CENTS	LF	1,520.000	61
	666	7284		TY I HIGH PERF PM (W)4"(BRK)(100MIL) DOLLARS and CENTS	LF	430.000	62
	666	7287		TY I HIGH PERF PM (W)4"(SLD)(100MIL) DOLLARS and CENTS	LF	300.000	63
	666	7299		TY I HIGH PERF PM (Y)4"(SLD)(100MIL) DOLLARS and CENTS	LF	443.000	64
	666	7408		REFL PAV MRK TY I (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	1,520.000	65
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	3,284.000	66
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	3,222.000	67
	677	7002		ELIM EXT PM & MRKS (6") DOLLARS and CENTS	LF	6,687.000	68
	678	7002		PAV SURF PREP FOR MRK (6") DOLLARS and CENTS	LF	9,546.000	69
	713	7002		JT CLEANING AND SEALING(LNGT CNSTR JTS) DOLLARS and CENTS	LF	34.000	70
	735	7060		DRIFTWOOD REMOVAL DOLLARS and CENTS	CY	93.000	71

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	752	7005		TREE REMOVAL (4" - 12" DIA) DOLLARS and CENTS	EA	2.000	72
	764	7001		DRAIN INLET CLEANING DOLLARS and CENTS	EA	1.000	73
	778	7001		CONCRETE RAIL REPAIR (IN-KIND) DOLLARS and CENTS	LF	10.000	74
	780	7002		CNC CRACK REPAIR (DISCRETE)(INJECT) DOLLARS and CENTS	LF	114.000	75
	784	7002		REP STL BRIDGE MEMBER (BEAM) DOLLARS and CENTS	EA	2.000	76
	784	7008		REP STL BRIDGE MEMBER (BEARINGS) DOLLARS and CENTS	EA	52.000	77
	784	7019		REP STL BRIDGE MBR (BRNG MASONRY PLATE) DOLLARS and CENTS	EA	1.000	78
	784	7020		REP STL BRIDGE MBR (STRAIGHTEN MEMB) DOLLARS and CENTS	EA	1.000	79
	784	7021		REP STL BRIDGE MBR (ANCHOR BOLT NUTS) DOLLARS and CENTS	EA	19.000	80
	784	7022		REP STL BRIDGE MBR (WELD REPAIR) DOLLARS and CENTS	EA	7.000	81
	784	7023		REP STL BRIDGE MBR (COTTER PIN OR BOLT) DOLLARS and CENTS	EA	3.000	82

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	785	7005		BRIDGE JOINT REPAIR (SEJ) DOLLARS and CENTS	LF	178.000	83
	785	7010		BRIDGE JOINT REPLACEMENT (ARMOR) DOLLARS and CENTS	LF	308.000	84
	787	7001		REPLACING ELASTOMERIC BEARING PADS DOLLARS and CENTS	EA	53.000	85
	4010	7001		STEEL BRIDGE ZONE PAINTING REF STR #1 DOLLARS and CENTS	EA	1.000	86
	4010	7003		STEEL BRIDGE ZONE PAINTING REF STR #2 DOLLARS and CENTS	EA	1.000	87
	4010	7004		STEEL BRIDGE ZONE PAINTING REF STR #3 DOLLARS and CENTS	EA	1.000	88
	4010	7005		STEEL BRIDGE ZONE PAINTING REF STR #4 DOLLARS and CENTS	EA	1.000	89
	4010	7006		STEEL BRIDGE ZONE PAINTING REF STR #5 DOLLARS and CENTS	EA	1.000	90
	4010	7007		STEEL BRIDGE ZONE PAINTING REF STR #6 DOLLARS and CENTS	EA	1.000	91
	4010	7008		STEEL BRIDGE ZONE PAINTING REF STR #7 DOLLARS and CENTS	EA	1.000	92

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

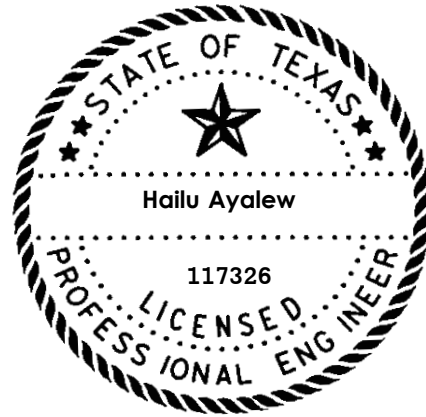
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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.

ENGINEER SEAL

Control 0902-00-362
Project C 902-00-362
Highway VA
County TARRANT

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Hailu Ayalew, P.E.
AUGUST 19, 2024

Control: 0902-00-362

County: Tarrant

Highway: VA

Specification Data

Basis of Estimate

Item	Description	Rate	Unit
168	Vegetative Watering	169,400 gal./acre	1000 gal.

Special Notes

Electronic files containing answered pre-letting questions and other project related design information will be placed in the following FTP site periodically.

Check this site for new information. Notices of new postings will not be sent out by the Engineer.

The data located in these files is for non-construction purposes only and can be found at

TxDOT's public FTP site at [https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting Responses/](https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/).

Access is read-only.

All files in the FTP site are subject to the License Agreement shown on the FTP site.

To obtain a copy of the project plans free of charge, submit a request from the following site:
<http://www.txdot.gov/business/letting-bids/plans-online.html>

Contractor questions on this project are to be addressed to the following individual(s):

Area Engineer's Email: Minh.Tran@txdot.gov
Assistant Area Engineer's Email: Alfredo.Luera@txdot.gov
Design Manager's Email: Sam.Yacoub@txdot.gov

For Q&A's on Proposals navigate to <https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors>. Use the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

All questions submitted that generate a response will be posted through this site. The site is organized by Fort Worth District, Maintenance, (Letting), C 0902-00-362/Follow Up Action (FUA) Bridge Repairs.

Single lane closures, except as otherwise shown in the plans, will be restricted to off-peak hours as defined in the following table:

Control: 0902-00-362

County: Tarrant

Highway: VA

Peak Hours		Off-Peak Hours	
6 to 9 AM Monday through Friday	3 to 7 PM Monday through Friday	9 AM to 3 PM and 7 PM to 6 AM Monday through Friday	All day Saturday and Sunday

Work that requires closure of multiple travel lanes in the same direction, except as otherwise shown in the plans, are restricted to night hours between 9 PM and 6 AM.

Existing storm sewers and utilities are shown from the best available information. Verify the location of all underground facilities prior to starting work.

For dimensions of right-of-way not shown on the plans, see right-of-way map on file at the TxDOT District Office.

Modifications to Lane Closure / Work Restrictions:

Submit a request in writing for approval by the Engineer a minimum of 10 days in advance of implementing a change to lane closure restrictions. Any lane closure that requires PCMS, signed must be placed 7 days prior for advanced warning.

When deemed necessary, the Engineer will lengthen, shorten, or otherwise modify lane closure restrictions as traffic conditions warrant.

When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

Special Events/ Special Situations will be handled on a case-by-case basis. No work restricting lane closures is allowed from 3 PM a day before to 9 AM the day after the Special Event or Special Situation.

Mail box manipulation made necessary because of construction will be in accordance with Item 560 "Mailbox Assemblies," except that this work will not be paid for directly but will subsidiary to the pertinent bid items.

Item 4. Scope of Work

Reimbursement for project overhead will not be considered until project completion has extended beyond the original Contract Time.

Item 5. Control of the Work

When supplementary bridge plans, shop drawings, shop details, erection drawings, working drawings, forming plans, or other drawings are required, prepare and submit drawings on sheets 8-1/2 by 11 inches, 17 by 22 inches, or full size drawings reduced to half scale if completely legible. If, in the opinion of the

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Engineer, the drawings are not completely legible, prepare and submit on sheets 22 by 34 inches, with a 1-1/2 inch left margin, and 1/2 inch top, right, and bottom margins.

Submit all sheets with a title in the lower right hand corner. The title must include the sheet index data shown on the lower right corner of the project plans, name of the structure or element or stream, sheet numbering for the shop drawings, name of the fabricator and the name of the Contractor.

Standard Operating Procedure for Alternate Precast Proposal Submission” found online at <https://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/publications/bridge.html#design>. Acceptance or denial of an alternate is at the sole discretion of the Engineer. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Item 6. Control Materials

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit a notarized original of the TxDOT Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link. <https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html> for clarification on material categorization.

Item 7. Legal Relations and Responsibilities

This contract requires work to be done on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any required training before performing work on railroad property.

Submit to the Engineer an original railroad liability insurance policy.

Do not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to haul roads, equipment staging areas, borrow and disposal sites. “Associated” as defined here means materials are delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The contractor will be responsible for all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE. Provide the Department with a copy of all consultations or approvals from the USACE prior to initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been

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obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of these determinations for review by the Department or any regulatory agency.

Document and coordinate with the USACE, if required, prior to any excavation hauled from or embankment hauled into a USACE permit area by either (1) or (2) below.

- (1) **Restricted Use of Materials for Previously Evaluated Permit Areas.** Document both the project specific location (PSL) and its authorization. Maintain copies for review by the Department or any regulatory agency. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
 - a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in Item 110 is used for permanent or temporary fill (Item 132, Embankment) within a USACE permit area;
 - b. Suitable embankment (Item 132) from within the USACE permit area is used as fill within a USACE evaluated area; and,
 - c. Unsuitable excavation or excess excavation ["Waste"] (Item 110) that is disposed of at a location approved by the Engineer within a USACE evaluated area.

- (2) **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination or approvals prior to initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to haul roads, equipment staging areas, borrow and disposal sites:
 - a. Item 132, Embankment, used for temporary or permanent fill within a USACE permit area; and,
 - b. Unsuitable excavation or excess excavation ["Waste"] (Item 110, Excavation) that is disposed of outside a USACE evaluated area.

The total area disturbed for this project is 1.71 acre. The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSLs), within 1 mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the right of way. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the right of way to the Engineer and to the local government that operates a separate storm sewer system.

When a bridge deck is milled, seal coated and overlaid, remove excess material. Do not just broom to the sides of the bridge, under guardrail, etc. Cover or protect all sealed expansion joints and rails on bridges and all railroad tracks encountered as approved. Clean and repair all of these features if they weren't properly protected at contractor's expense. This work is subsidiary work to applicable bid items.

Prevention of Migratory Bird Nesting

It is anticipated that migratory birds, a protected group of species, may try to nest on bridges, culverts, vegetation, or gravel substrate, at any time of the year. The preferred nesting season for migratory birds is

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from February 15 through October 1. When practicable, schedule construction operations outside of the preferred nesting season. Otherwise, avoid nests containing migratory birds and perform no work in the nesting areas until the young birds have fledged.

Structures

Do not begin bridge and culvert construction operations until swallow nesting prevention is implemented, until after October 1 if it's determined that swallow nesting is actively occurring, or until it's determined swallow nests have been abandoned. If the State installed nesting deterrent on the bridges and culverts, maintain the existing nesting deterrent to prevent swallow nesting until October 1 or completion of the bridge and culvert work, whichever occurs earlier. If new nests are built and occupied after the beginning of the work, do not perform work that can interfere with or discourage swallows from returning to their nests. Prevention of swallow nesting can be performed by one of the following methods:

1. By February 15 begin the removal of any existing mud nests and all other mud placed by swallows for the construction of nests on any portion of the bridge and culverts. The Engineer will inspect the bridges and culverts for nest building activity. If swallows begin nest building, scrape or wash down all nest sites. Perform these activities daily unless the Engineer determines the need to do this work more frequently. Remove nests and mud through October 1 or until bridge and culvert construction operations are completed.
2. By February 15 place a nesting deterrent (which prevents access to the bridge and culvert by swallows) on the entire bridge (except deck and railing) and culverts.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by nesting swallows. This work is subsidiary to the various bid items.

The following Holiday/Event lane closure restriction requirements apply to this project:
No work that restricts or interferes with traffic shall be allowed between 3 PM on the day preceding a Holiday or Event and 9 AM on the day after the Holiday or Event.

Holiday Lane Closure Restrictions	
New Year's Eve and New Year's Day (December 31 through January 1)	3 PM December 30 through 9 AM January 2
Easter Holiday Weekend (Friday through Sunday)	3PM Thursday through 9 AM Monday
Memorial Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Independence Day (July 3 through July 5)	3 PM July 2 through 9 AM July 6
Labor Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Thanksgiving Holiday (Wednesday through Sunday)	3 PM Tuesday through 9 AM Monday
Christmas Holiday (December 23 through December 26)	3 PM December 22 through 9 AM December 27

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Plan work schedules around the appropriate dates above to ensure productive work is performed without lane closures.

The above list of events is not all inclusive and should be added to or adjusted as needed. When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

Item 8. Prosecution and Progress

Each contract awarded by the Department stands on its own, and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts at the same time.

Working days will be computed and charged in accordance with Section 8.3.1.1, 'Five-Day Workweek.' The number of working days for final acceptance will be 299 working days.

Only nighttime work will be allowed, unless written permission from the Engineer is provided for the following locations:

NBI# 02-220-0-0008-05-112
NBI# 02-220-0-0008-05-434
NBI# 02-220-0-0008-13-337
NBI# 02-220-0-0008-13-341
NBI# 02-220-0-0008-13-346
NBI# 02-220-0-0172-06-051
NBI# 02-220-0-0168-01-009
NBI# 02-220-0-0168-02-267
NBI# 02-220-0-0168-02-353
NBI# 02-220-0-0008-16-324
NBI# 02-220-0-0008-15-296
NBI# 02-220-0-0008-12-060
NBI# 02-220-0-0172-09-136
NBI# 02-220-0-0172-09-137
NBI# 02-220-0-0172-09-135
NBI# 02-220-0-0008-15-228
NBI# 02-127-0-0014-03-196
NBI# 02-220-0-1068-02-174

Contractor has the option of working on Saturdays or State holidays with forty-eight (48) hour advance notice. Work on Sundays or National holidays will not be permitted without written permission of the Engineer.

Working day charges for nighttime work will be charged against the night in which work begins.

Submit project schedules by the twentieth (20th) day of every month.

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Use Critical Path Method (CPM) schedule in P6 format for this project. Submit the baseline schedule and obtain approval prior to beginning construction. The baseline schedule working days will be the same as the number of working days established by the Contract. The Estimate will be held if a monthly schedule update is not submitted. Also submit the XER file.

Failure to complete a project in the working days specified in the work order, time charges will continue for each working day until work is completed for that work order. The amount assessed for liquidated damages will be based on the total value of the original contract, in accordance with Special Provision 000-018, not the estimated amount on individual work orders.

Item 100. Preparing Right of Way

Measurement for this item will be along the centerline of the project with the limits of measurements as shown on the plans.

Removal of existing concrete pavement will be in accordance with Item 104, "Removing Concrete" except that this work will not be paid for directly, but will be subsidiary to Item 100, "Preparing Right of Way."

Item 132. Embankment

Do not provide Type B embankment material with a Plasticity Index (PI) higher than 35.

Furnish test results per Test Procedures Tex-104, 105, and 106-E (PIs), Tex-113 or 114-E (M-D Curves), and Tex-145 and/or Tex-146-E (Sulfates) for each material sample provided by the Engineer. Perform field density tests (Tex-115-E, Part I) at a frequency for each worked section to produce passing results prior to testing by the Engineer per Tex-115-E, Part I. The Engineer will perform separate testing of the material.

When embankment is placed as a bridge header bank, test each lift for compliance with density requirements, near the center of each travel lane at the following locations:

1. At the "beginning of bridge" or "end of bridge" station (if abutment is on retaining wall, location may be adjusted by not more than 5 feet.)
2. At 25-foot intervals for a distance of 150 feet in advance of the "beginning of bridge" station.
3. At 25-foot intervals for a distance of 150 feet after the "end of bridge" station.

Density tests must be conducted by a department-certified independent testing laboratory. Results of tests will be furnished to TxDOT within 24 hours after testing; a final copy of all test reports must be signed and sealed by a Professional Engineer in the State of Texas and furnished within five (5) working days after testing. Areas which do not meet minimum density requirements will be removed, re-compacted, and re-tested for compliance at the contractor's entire expense. Testing and reporting of test results will not be paid for directly, but will be subsidiary to this item.

Construct embankments for bridge header banks to final subgrade elevation prior to excavation for abutment caps and placement of foundation course at approach slabs. Payment for structural

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excavation and/or excavation for placement of foundation course will not be paid for directly, but will be subsidiary to the pertinent bid items.

At all locations where guardrail is shown to flare, widen the embankment as necessary to accommodate the guardrail.

Item 161. Compost

Place approximately 4" of compost manufactured topsoil (CMT) on all cut and fill slopes (except drainage channels where flexible channel liners are indicated), at other locations shown on the plans, or as directed.

Item 162. Sodding for Erosion Control

Furnish and place Bermudagrass sod.

Item 164. Seeding for Erosion Control

Apply seeding required between December 1 and January 31 using seed types and mixtures as shown in Item 164.2.1, Table 3. If, in the opinion of the Engineer, this does not provide an effective vegetative cover, apply "straw or hay mulch" as specified in Article 164.3.2, "Straw or Hay Mulch Seeding" as soon as possible. After February 1, apply warm season seeding in order to establish a permanent protective vegetative cover.

Item 168. Vegetative Watering

Furnish and install an approved rain gauge at the project site, as directed. Furnishing and installation of the rain gauge will not be paid for directly, but will be subsidiary to Item 168.

Apply vegetative watering for an establishment period of thirteen weeks following application of seed or installation of sod, at a rate of 1/2 inch of water depth per week (approximately 13,030 gallons per acre). During the first four weeks after seeding, apply water twice per week, on non-consecutive days, each at half the weekly application rate. For the remainder of the establishment period, apply vegetative watering once per week during the months of January through June or September through December, at the weekly application rate; apply watering twice per week, on non-consecutive days during the months of July and August, each at one-half the weekly application rate.

Average weekly rainfall rates for the District are:

January—0.39"	April—0.86"	July—0.48"	October—0.68"
February—0.46"	May—1.00"	August—0.47"	November—0.46"
March—0.48"	June—0.63"	September—0.74"	December—0.37"

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Item 403. Temporary Special Shoring

Obtain railroad approval for any alternate temporary shoring designs. The contractor is responsible for all costs associated with obtaining such approval. No additional time will be granted as compensation for delays resulting from failure to obtain timely railroad approval of temporary shoring designs.

Item 420. Concrete Substructures

Restrict large aggregate size to $\frac{3}{4}$ " maximum for class "C" concrete used in aesthetic details requiring form liners.

Provide weepholes at bridge ends in the wingwalls as directed.

Concrete for "Column" and "Bents" will be paid for as a plan quantity.

Item 421. Hydraulic Cement Concrete

For Class P (Item 360) and S (Item 421) Concrete Only: For concrete plants equipped with 2 aggregate bins or no calibrated metering system, blend manufactured and natural sand at the aggregate source only. For concrete plants equipped with a minimum of 3 bins and a calibrated metering system, blending of the separate sands on-site is permitted to meet gradation and AIR requirements.

Strength/cylinder testing equipment must be equipped with a printer for an electronic print out of all test results.

Air entrainment requirements are waived for all classes of concrete except all Class S and all Class P concrete.

Concrete will not be rejected for low air content. Adjustment to the dosage of air entrainment will be as directed or allowed by the Engineer.

Include the approved mix design number on each delivery ticket.

Item 432. Riprap

Provide weep holes as directed.

The quantities for riprap at the location indicated may be varied to the extent necessary to ensure proper functioning for the purpose intended.

All concrete riprap will be 5" (.42') in thickness, unless otherwise shown on the plans, and must be reinforced.

An 8 inch (.67 ft.) by 18 inch (1.5 ft.) toe wall is required at the exposed edges of all concrete riprap, unless otherwise directed.

Locations and lengths of riprap flumes shown on the plans are approximate. Actual lengths and locations are to be determined in the field.

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When synthetic fiber reinforcement concrete option is chosen, provide the following:

- At all construction joints (vertical or horizontal) provide #3 bars 24 in. long and placed on 18 in. centers along joint length. Bars should be centered in concrete cross section.
- At all toe wall locations #3 L-bars will be required on 18 in. centers with a length 2 times the depth of the toe wall. Place three #3 bars the length of the toe wall and equally spaced on the L-bars.

Item 446. Field Cleaning And Painting Steel

Provide a System-I Paint with a federal standard 595C# to match existing color.

The existing coating for the following structures to be removed, contains lead or other hazardous materials and abatement shall be provided by the contractor accordingly:

NBI# 02-220-0-1068-02-174

Provide a System-II Paint with a federal standard 595C# to match existing color.

The existing coating for the following structures to be removed, contains lead or other hazardous materials and abatement shall be provided by the contractor accordingly:

NBI# 02-220-0-0172-06-064

NBI# 02-220-0-0014-15-330

NBI# 02-220-0-0363-03-014

NBI# 02-220-0-1068-02-174

NBI# 02-127-0-0014-03-195

NBI# 02-112-0-0080-04-039

NBI# 02-220-0-0008-12-060

Item 454. Bridge Expansion Joints

For header-type expansion joints refer to the following TxDOT website for the approved systems:

<http://www.txdot.gov/inside-txdot/division/bridge/approved-systems/expansion-joints.html>

Item 496. Removing Structures

When required by the plans, partial or complete removal of a structure for staged construction shall be accomplished in a manner which does not cause damage to the remainder of the structure or its supporting members. The Contractor shall submit a demolition plan for all structures to be replaced and/or removed in accordance with Item 496. Submit the procedure for removal of superstructure or substructure in writing or plan drawing for approval prior to implementation.

Required on all projects removing or replacing a bridge structure.

The structure(s) to be removed have surface coatings that contain hazardous materials as follows:

Lead-based paint was detected on the steel members of the following:

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NBI# 02-220-0-0172-06-064
NBI# 02-220-0-1068-01-009
NBI# 02-220-0-1068-02-174
NBI# 02-220-0-0172-09-139
NBI# 02-220-0-0008-12-060
NBI# 02-220-0-0014-15-330
NBI# 02-220-0-0014-15-336
NBI# 02-220-0-0363-03-014
NBI# 02-127-0-0014-03-195
NBI# 02-127-0-0014-03-196
NBI# 02-127-0-0014-03-198

The following structures have been identified to contain Asbestos. TxDOT shall get abated prior to letting:

NBI# 02-220-0-0008-13-337
NBI# 02-220-0-1068-02-267
NBI# 02-220-0-1068-02-302
NBI# 02-220-0-0008-16-325
NBI# 02-220-0-0008-16-312
NBI# 02-220-0-0172-09-139
NBI# 02-220-0-0172-09-136
NBI# 02-220-0-0172-09-137
NBI# 02-220-0-0008-15-228
NBI# 02-220-0-0014-15-384
NBI# 02-127-0-0014-03-198
NBI# 02-073-0-0550-04-026

Provide for the safety and health of employees and abide by all OSHA standards and regulations.

Asbestos and Lead reports will be available upon request.

The Area Office shall notify the Texas Department of State Health Services (DSHS) prior to demolition or renovation of bridges or other structures, using DSHS Form APB#5, "Demolition/Renovation Notification Form". The form and instructions may be found on the DSHS Asbestos Programs Branch web page at <http://www.dshs.state.tx.us/asbestos/notification.shtm>. The DSHS notification form must be hand-delivered or mailed to (received at) the DSHS Austin office at least ten working days (10)(not working days) prior to commencing demolition or renovation. Fax or e-mail notifications will not be accepted. For projects with multiple bridges, a single notification, with a listing of all bridges or structures to be demolished or renovated and the expected start dates of their demolition or renovation (the start date is defined as the first date of visible demolition activities). Notify the DSHS Regional or Local inspector of all start date changes. The expected project completion date may be used as the "end" date.

Removal of riprap as required, approach slabs and shoulder drains to be included in the unit price bid. The structure(s) to be removed have surface coatings which may contain hazardous materials. Provide for the safety and health of employees and abide by all OSHA standards and regulations.

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Item 502. Barricades, Signs, and Traffic Handling

The contractor force account 'safety contingency' that has been established for this project is intended to be utilized for work zone enhancements to improve the effectiveness of the traffic control plan that could typically not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's responsible person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Maintenance of roadways, not paid as Item 508, "Constructing Detours," and designated in the traffic control plan to carry traffic, will be the responsibility of the Contractor and will be paid for by "Contractor Force Account or Agreed Unit Price".

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

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

Any sign not detailed in the plans but called for in the layout will be as shown in the current "Standard Highway Sign Designs for Texas".

When traffic is obstructed, arrange warning devices in accordance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Cover or remove any work zone signs when work or condition referenced is not occurring.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction unless otherwise noted in the plans or as directed.

Item 503. Portable Changeable Message Signs

Provide all portable changeable message signs and arrow panels with a photoelectric device to allow for automatic dimming of operations to approximately 50% of their normal brightness when ambient light drops to approximately five footcandles, and then increase back again for daytime operations.

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

Each sign must have programmed in its permanent memory the following 15 messages:

1. Exit Closed Ahead
2. Use Other Routes
3. Right Lane
4. Left Lane
5. Closed Ahead

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6. Two Lane
7. Detour Ahead
8. Thru Traffic
9. Prepare To Stop
10. Merging Traffic
11. Expect 15 Minute Delay
12. Max Speed ** MPH
13. Merge Right
14. Merge Left
15. No Exit Next ** Miles

Item 505. Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

In addition to the shadow vehicles with truck mounted attenuator (TMA) that are specified as being required on the traffic control plan for this project, provide 1 additional shadow vehicle(s) with TMA as detailed on General Note of this standard sheet.

Therefore, 5 total shadow vehicles with TMA will be required for this type of work.

TCP 1 Series	Scenario	Required TMA
(1-5)-18	All	1

TCP 2 Series	Scenario	Required TMA
(2-1)-18	All	1
(2-2)-18	All	1
(2-4)-18	All	1
(2-6)-18	All	1

TCP 5 Series	Scenario	Required TMA
(5-1)-18	All	2

TCP 6 Series	Scenario	Required TMA
(6-1)-12	A	1
	B	2
(6-2)-12	All	1
(6-3)-12	All	1
(6-4)-12	A	1
(6-5)-12	B	2

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Item 506. Temporary Erosion, Sedimentation, and Environmental Controls

The SW3P for this project will consist of using the following items as directed:

- Temporary rock filter dams
- Temporary sediment control fence
- Construction exits
- Construction perimeter fence

Remove accumulated sediment or replace SW3P controls when the capacity has been reduced by 50% or when the depth of sediment at the control structure exceeds one foot.

Item 512. Portable Concrete Traffic Barrier

Used barrier will be inspected and approved by the Engineer prior to using.

“Furnish and Install” barrier in compliance with Concrete Safety Barrier (CSB), Single-Slope Concrete Barrier (SSCB), or Low Profile Concrete Barrier (LPCB) standards as shown on the plans.

Furnish Class H Concrete with a minimum 28 day compressive strength of 3,600 psi.

Provide the hardware assemblies to join barrier sections, including barrier from stockpile.

Provide (2) 1-1/4” x 2’2” threaded rods, (4) standard USS washers, grade 5, (4) 1-1/4” hex nuts, and (2) 5” x 10” x 3/8” plate washers for each section of LPCB.

Delineate all barriers in accordance with Barricade and Construction (BC) Standard sheets. Barrier delineation will not be paid for directly, but will be subsidiary to Item 512, “Portable Concrete Traffic Barrier”.

Remove and replace traffic barrier damaged by the traveling public and no longer serviceable as directed. Replace traffic barrier with Contractor furnished barrier or Department-furnished barrier from designated stockpile as directed. Additional payment will be provided as compensation to remove, replace and dispose of the traffic barrier damaged by the traveling public in accordance with Item 512.

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COUNTY : TARRANT

TEXAS DEPARTMENT OF TRANSPORTATION

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 SEPTEMBER 1, 2024.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

- ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 100 PREPARING RIGHT OF WAY <103><752>
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT <100><110><160><204><210><216><400>
- ITEM 161 COMPOST <160>
- ITEM 164 SEEDING FOR EROSION CONTROL <162><166><168>
- ITEM 168 VEGETATIVE WATERING
- ITEM 169 SOIL RETENTION BLANKETS
- ITEM 401 FLOWABLE BACKFILL <421>
- ITEM 402 TRENCH EXCAVATION PROTECTION
- ITEM 403 TEMPORARY SPECIAL SHORING <410><411>
- ITEM 420 CONCRETE SUBSTRUCTURES <400><404><421><422><426><427>
<440><441><448>
- ITEM 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>
- ITEM 432 RIPRAP <247><420><421><431><440>
- ITEM 438 CLEANING AND SEALING JOINTS <454>
- ITEM 439 BRIDGE DECK OVERLAYS <421><422><429><440><483>
- ITEM 442 METAL FOR STRUCTURES <441><445><446><447><448>
- ITEM 446 FIELD CLEANING AND PAINTING STEEL <441><445><784>
- ITEM 449 ANCHOR BOLTS <445>
- ITEM 454 BRIDGE EXPANSION JOINTS <429><442><785>
- ITEM 480 CLEANING EXISTING CULVERTS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
- ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
- ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS <161><432><556>
- ITEM 512 PORTABLE TRAFFIC BARRIER <420><421><424><440><442><502>

ITEM 545 CRASH CUSHION ATTENUATORS <502>
 ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
 ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
 <677><678>
 ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>
 <302><315><316>
 ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS <677>
 ITEM 713 CLEANING AND SEALING JOINTS AND CRACKS (CONCRETE PAVEMENT)
 ITEM 735 DEBRIS REMOVAL <734><738>
 ITEM 752 TREE AND BRUSH REMOVAL
 ITEM 764 PUMP STATIONS AND DRAINAGE SYSTEM CLEANING
 ITEM 778 CONCRETE RAIL REPAIR <427><429><450><776>
 ITEM 780 CONCRETE CRACK REPAIR
 ITEM 784 STEEL MEMBER REPAIR <421><441><442><446><448><780>
 ITEM 785 BRIDGE JOINT REPAIR OR REPLACEMENT <429><438><448><449>
 <454>
 ITEM 787 REPLACING ELASTOMERIC BEARING PADS

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

SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000---005)
 WAGE RATES

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)

SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
 (000---016)

SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
 (000---017)

SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)

SPECIAL PROVISION "SMALL BUSINESS ENTERPRISE IN STATEFUNDED PROJECTS"
 (000---019)

SPECIAL SPECIFICATIONS:

ITEM 4010 STEEL BRIDGE ZONE PAINTING

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 SPECIFI-
 CATIONS FOR THIS PROJECT.

Control 0902-00-362

Project C 902-00-362

Highway VA

County TARRANT

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

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 Regarding Disclosure of Public Information

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least \$1 million in public funds must:

- 1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
- 2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
- 3) on completion of the contract, either:
 - A. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
 - B. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, “Contracting information” means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- 1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- 2) solicitation or bid documents relating to a contract with a governmental body;
- 3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- 4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- 5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

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

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

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

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

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

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

<https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-for-grants-and-agreements>

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hytera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this prohibition will require replacement of the equipment at the contractor's expense.

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the statute. No provisions in the Contract are intended to conflict with the provisions of the statute.

The Commission has ascertained and indicated in the Special Provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the Specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board, or trade at a particular place, or with a particular person, as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work and station work. The minimum wage paid will be exclusive of equipment rental on any shipment that the worker or subcontractor may furnish in connection with their work.

Take responsibility for carrying out the requirements of this Specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion, or deduction designated to evade, reduce, or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Act established one and one-half (1-1/2) pay for overtime in excess of 40 hr. worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work more than 40 hr. in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hr. in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the Special Provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60 per calendar day or portion of a calendar day for each worker who is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Article 224 et seq., "Revised Statutes").

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" in accordance with 29 USC § 206 as that statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day, and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 yr. from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- quantity of piece work performed,
- price paid per piece-work unit, and
- total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-05-2024 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-05-2024.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 60 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

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1380	Milling Machine Operator Motor Grader Operator,	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures Pavement Marking Machine Operator					\$21.29	\$18.34						\$21.29			\$18.62	
1396		\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector Slurry Seal or Micro-Surfacing Machine Operator																
1708																	
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker Trenching Machine Operator,						\$16.00										
1440	Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle Truck Driver, Single or Tandem Axle Dump Truck	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Tunneling Machine Operator, Heavy	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any 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 Department.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

- 3.1. **Compliance with Regulations.** The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., "Ethics," or Article 5.1., "Authority of Engineer."

- 3.6. **Incorporation of Provisions.** The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Important Notice to Contractors



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 43 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 Division 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.

3. CONTRACTOR EVALUATIONS

In accordance with 43 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 noncompliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction Division 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 000

Certificate of Interested Parties (Form 1295)



Submit 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 or Chief Engineer with an award amount of \$1 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to \$1 million or more because of changes in the Contract,
- at any time there is an increase of \$1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- 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 for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision 000

Important Notice to Contractors



Table 1
Daily Contract Administration Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1,317
15,000,000	25,000,000	1,718
25,000,000	50,000,000	2,411
50,000,000	Over 50,000,000	4,265

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

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A—SBE Goal is Greater than Zero.

2.1.1. Policy. The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

The Contractor and any subcontractors will not discriminate on the basis of race, color, national origin, age, disability, or sex in the award and performance of this Contract. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

The Contractor's performance in meeting the SBE goal during the construction period of the Contract will be monitored by the Department.

2.1.2. Contractor's Responsibilities. These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet an SBE goal or obtain SBE participation, including:

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. **Eligibility of SBEs.** The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. **Determination of SBE Participation.** SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Specification 4010

Steel Bridge Zone Painting



1. DESCRIPTION

Clean and paint portions of steel members as shown on the plans and as directed.

2. MATERIALS

Provide the paints and paint systems as shown on the plans. The paint must be compatible with existing coating. Use differing colors for each individual coat with enough contrast between colors to distinguish the various steps in the painting process.

2.1. **Paint Systems.** Paint systems for spot and zone painting as specified on the plans.

2.1.1. **System I (Overcoating, One Coat).** Provide an overcoating system in accordance with [DMS-8105](#), "Paint, One Coat Overcoat," and the manufacturer's specifications.

2.1.2. **System II.** Provide paint in accordance with [DMS-8101](#), "Structural Steel Paints—Performance.

2.2. **System III-A.** Provide paint in accordance with [DMS-8101](#). Provide organic zinc (OZ) prime coat (stripe coat of prime is required), epoxy intermediate stripe coat, epoxy intermediate full coat, and urethane appearance coat.

2.3. **Special Paint Systems.** Provide paint in conformance with the requirements shown on the plans.

2.4. **Water.** Provide potable water for water blasting steel. Water from municipal supplies approved by the Texas Department of Health will not require testing. When water is provided from another source, test for chlorides and provide water with a maximum concentration of 500 parts per million or mg per L.

3. EQUIPMENT

Provide equipment to contain debris, provide access, prepare steel surfaces for paints, and apply paints.

3.1. **Pressure Washer.** Provide high-pressure water blasting equipment to clean steel with minimum-rated blasting pressure of 6,000 psi at a minimum of 4 gpm. Provide a rotary-type nozzle rated for minimum 6,000 psi water pressure.

3.2. **Abrasive Blasting Equipment.** Provide abrasive blasting equipment with a non-recyclable abrasive.

3.3. **Power Hand Tools.** Provide power hand tools equipped with high-efficiency particulate air (HEPA) filter vacuums when shown on the plans.

4. CONSTRUCTION

4.1. **Responsibility for Hazards.** Collect all debris, rust products, and existing coatings.

4.2. **Access.** Provide safe access to all parts of the work for proper inspection.

Remove debris, tree limbs, bushes, grass, and other items that will interfere with the cleaning and painting operations as directed. Remove vertical clearance signs, and erect and maintain temporary ground-mounted

signs matching the content and letter size on the existing sign unless otherwise directed. Re-attach permanent clearance signs as directed.

- 4.3. **Containment.** Submit a plan that details the procedures and equipment proposed to keep public property, private property, and the environment from being adversely affected by the cleaning and painting operations.

Store, characterize, and dispose of all recovered debris in accordance with 30 TAC 335, "Industrial Solid Waste and Municipal Hazardous Waste." Alternatively, universal waste rules may be used.

Discharge liquids in accordance with the TCEQ Texas Pollution Discharge Elimination Program (30 TAC 305, "Effluent Guidelines and Standards for TPDES Permits") and the Texas Surface Water Quality Standards (30 TAC 307). Alternatively, liquids may be captured, stored, and characterized for disposal at an authorized facility in accordance with 30 TAC 315, "Pretreatment Regulation for Existing and New Sources of Pollution," or 30 TAC 335, "Industrial Solid Waste and Municipal Hazardous Waste."

Use a skimmer when cleaning and painting over bodies of water. Remove any blast or paint material the skimmer collects the day the release occurs. Correct the containment problem that allowed the release before continuing work.

Erect enclosures around areas that will be abrasive blast cleaned with an impermeable bottom to contain all removed material and blast materials.

- 4.4. **Surface Preparation.** Prepare surfaces to be painted in conformance with the paint manufacturer's specifications and the following. All coating systems require at a minimum general preparation, scraping, vacuuming, and water blasting. For zinc-based primers, the additional step of abrasive blasting is required.

- 4.4.1. **General Preparation.** Clean far enough into existing paint to ensure removal of all contaminants. Feather edges of sound paint around cleaned areas.

Ensure all surfaces to be painted are completely free of oil, grease, moisture, dirt, sand, welding contamination (slag or acid residue), loose or flaking mill scale, rust, paint, weld spatter, and any other conditions that will prevent the paint from forming a continuous, uniform, and tightly adhering film.

Do not damage adjacent materials, such as concrete, during surface preparation or painting.

Completely remove pack rusts.

Remove all rust and debris under curved surfaces of bearing components by an approved method.

- 4.4.2. **Scraping.** Use hand scrapers to loosen and remove flaking rust, paint, and debris from surface. Collect all removed debris for disposal. Use chisels or other small scraping devices to prepare surfaces of confined spaces. Follow the adhering paint perimeter with a scraper or putty knife to ensure remaining paint is tightly adhered.

- 4.4.3. **Abrasive Blast Cleaning.** Abrasive blast steel surfaces to obtain a "near-white" metal appearance. Meet the surface preparation requirements of SSPC-SP 10, unless otherwise shown on the plans. All abrasives must meet SSPC-AB1, AB2, or AB3 as appropriate.

- 4.4.4. **Vacuuming.** Use a vacuum on scraped surfaces to collect remaining dust and small particles.

- 4.4.5. **Water Blasting.** Use a high-pressure water blaster to thoroughly clean prepared surfaces. Keep the nozzle tip no more than 6 in. from the steel surface being cleaned where corrosion is present on steel, and no more than 12 in. from soundly adhering painted surfaces, unless otherwise directed. For cleaning steel bearings, keep the nozzle tip no more than 2 in. from the surface being cleaned.

Probe the perimeter of peeled areas of paint with a putty knife to ensure remaining paint is tightly adhered.

4.4.6. **Tape Test.** Perform the following tape test, as necessary to determine cleanliness, on any surface before painting:

- press a strip of filament tape onto the surface by rubbing with moderate thumb pressure four times, leaving approximately 2 in. of one end of the tape free from the surface, and
- grasp the free end and remove the tape from the surface with a sharp pull.

The surface will be considered contaminated and not adequately cleaned if visible particles cling to the tape.

4.5. **Drying.** Allow surfaces to thoroughly dry before applying coatings. Use oil-free compressed air to blow out tightly confined locations such as joints and crevices.

4.6. **Paint Systems.** Apply paint systems in conformance with the manufacturer's specifications and applied at the specified DFT and as shown on the plans.

4.6.1. **System I (Overcoating, One Coat).** Apply at least 4.0 mils dry film thickness (DFT) maintenance overcoat to all surfaces to be painted.

4.6.2. **System II.** Zinc primer system consisting of multiple coats.

- **Prime Coat.** Apply 3.5–10.0 mils DFT of primer in at least two coats.
- **Appearance Coat.** Apply 2.0–5.0 mils DFT of appearance coat.

4.6.3. **System III-A.** Zinc primer system consisting of multiple coats.

- **Prime Coat.** Apply 3.5–10.0 mils DFT of primer in at least 2 coats.
- **Stripe Coat of Prime.** Apply stripe coat of prime coating.
- **Stripe Coat of Intermediate.** Apply stripe coat of epoxy intermediate coating.
- **Intermediate Coat.** Apply at least 2.0 mils DFT epoxy intermediate coating.
- **Appearance Coat.** Apply 2.0–5.0 mils DFT of appearance coat.

4.6.4. **Special Paint System.** Apply paint as shown on the plans.

Apply stripe coat as indicated on the plans.

4.7. **Application.**

4.7.1. **Environment.** Do not coat when the steel or air temperature is below 50°F or when the steel or air temperature is expected to drop below 50°F within 2 hr. after application. Follow product data sheets for temperature requirements for all other paints.

Do not apply paint to any surface with discernible moisture. Do not apply paint to any surface when steel is within 5°F of the dewpoint. Do not apply any paint when impending weather conditions might result in injury to fresh paint.

4.7.2. **Method.** Apply each coat of paint to clean, dry, and firm surfaces complying with all Specification requirements. Ensure surfaces to be painted are free of all forms of contamination. Ensure each coat fully cures to form a smooth, continuous, and tightly adhering film of uniform thickness and appearance, free of sags, runs, pinholes, holidays, overspray, or other defects, before applying the next coat.

Trace the transition between no-paint areas, or inner paint coats, and remaining surface paint with first new coat utilizing a brush, working the first coat into the seam between coats.

Apply coats in conformance with the manufacturer's specifications.

5. MEASUREMENT

This Item will be measured by the lump sum or by each structure, structure unit, or group of structures as shown on the plans.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the price of "Steel Bridge Zone Painting" for the system specified and, when paid per structure, for the structure description by reference number. "Steel Bridge Zone Painting" includes the areas shown on the plans. This price is full compensation for paint; cleaning; painting; removal of vegetative obstructions; waste debris and water containment; disposal of waste; and all materials, equipment, labor, tools, and incidentals necessary to complete the work.