

<b>Control</b>	<b>1599-05-011</b>
<b>Project</b>	<b>C 1599-5-11</b>
<b>Highway</b>	<b>FM 2258</b>
<b>County</b>	<b>ELLIS</b>

## **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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Control	1599-05-011
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County	ELLIS

# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2024 SPECIFICATIONS

### WORK CONSISTING OF REHABILITATE EXISTING ROADWAY ELLIS 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 167 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:

<b>Control</b>	<b>1599-05-011</b>
<b>Project</b>	<b>C 1599-5-11</b>
<b>Highway</b>	<b>FM 2258</b>
<b>County</b>	<b>ELLIS</b>

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):


<b>Control</b>	<b>1599-05-011</b>
<b>Project</b>	<b>C 1599-5-11</b>
<b>Highway</b>	<b>FM 2258</b>
<b>County</b>	<b>ELLIS</b>

## 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	135.900	1
	104	7011		REMOV CONC (DRIVEWAYS) DOLLARS and CENTS	SY	310.000	2
	105	7002		RMV (2"-6") TRT/UNTRT BASE & ASPH PAV DOLLARS and CENTS	SY	4,675.000	3
	110	7001		EXCAV (ROADWAY) DOLLARS and CENTS	CY	222.000	4
	112	7001		SUBGR WIDEN (OC) DOLLARS and CENTS	STA	135.500	5
	132	7005		EMBANK (FNL)(OC)(TY C) DOLLARS and CENTS	CY	10,088.000	6
	134	7004		BACKFILL (TY A OR B) DOLLARS and CENTS	STA	135.500	7
	161	7002		COMPOST MANUF TOPSOIL (4") DOLLARS and CENTS	SY	53,738.000	8
	162	7002		BLOCK SODDING DOLLARS and CENTS	SY	535.000	9
	164	7010		DRILL SEED (PERM_RURAL_CLAY) DOLLARS and CENTS	SY	53,203.000	10
	164	7015		DRILL SEED (TEMP_WARM_COOL) DOLLARS and CENTS	SY	53,203.000	11
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	15,913.000	12

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	247	7125		FL BS (CMP IN PLC)(TY D GR 1-2) (12") DOLLARS and CENTS	SY	44,158.000	13
	247	7209		FL BS (RDWY DEL) (TY D GR 1-2) DOLLARS and CENTS	TON	1,932.000	14
	251	7025		REWORK BS MTL (TY B)(6")(ORD COMP) DOLLARS and CENTS	SY	1,780.000	15
	251	7049		REWORK BS MTL (TY C)(6")(ORD COMP) DOLLARS and CENTS	SY	30,003.000	16
	275	7001		CEMENT DOLLARS and CENTS	TON	236.000	17
	275	7006		CEMENT TRT (EXIST MATL & NEW BASE)(6") DOLLARS and CENTS	SY	46,420.000	18
	310	7013		PRIME COAT(MC-30 OR AE-P) DOLLARS and CENTS	GAL	12,796.000	19
	316	7012		ASPH (CRS-2P) DOLLARS and CENTS	GAL	10,665.000	20
	316	7071		ASPH (AC-15P, AC-20-5TR OR AC-20XP) DOLLARS and CENTS	GAL	8,957.000	21
	316	7171		AGGR (TY-B, GR-3)(SAC-B) DOLLARS and CENTS	CY	406.000	22
	344	7011		SP MIXES SP-C SAC-B PG64-22 DOLLARS and CENTS	TON	4,641.000	23
	354	7054		PLANE ASPH CONC PAV(5") DOLLARS and CENTS	SY	30,113.000	24

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	400	7008		CUT & RESTORE ASPH PAVING DOLLARS and CENTS	SY	231.000	25
	402	7001		TRENCH EXCAVATION PROTECTION DOLLARS and CENTS	LF	286.000	26
	432	7013		RIPRAP (MOW STRIP)(4 IN) DOLLARS and CENTS	CY	30.000	27
	432	7033		RIPRAP (STONE COMMON)(DRY)(18 IN) DOLLARS and CENTS	CY	26.000	28
	464	7003		RC PIPE (CL III)(18 IN) DOLLARS and CENTS	LF	1,328.000	29
	464	7005		RC PIPE (CL III)(24 IN) DOLLARS and CENTS	LF	184.000	30
	464	7009		RC PIPE (CL III)(36 IN) DOLLARS and CENTS	LF	78.000	31
	464	7011		RC PIPE (CL III)(48 IN) DOLLARS and CENTS	LF	368.000	32
	466	7105		HEADWALL (CH - PW - 0) (DIA= 36 IN) DOLLARS and CENTS	EA	2.000	33
	466	7107		HEADWALL (CH - PW - 0) (DIA= 48 IN) DOLLARS and CENTS	EA	6.000	34
	467	7306		SET (TY II) (18 IN) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	6.000	35
	467	7308		SET (TY II) (18 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	84.000	36

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	467	7326		SET (TY II) (24 IN) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	4.000	37
	467	7328		SET (TY II) (24 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	4.000	38
	496	7004		REMOV STR (SET) DOLLARS and CENTS	EA	12.000	39
	496	7005		REMOV STR (WINGWALL) DOLLARS and CENTS	EA	2.000	40
	496	7007		REMOV STR (PIPE) DOLLARS and CENTS	LF	2,063.000	41
	496	7008		REMOV STR (BOX CULVERT) DOLLARS and CENTS	LF	120.000	42
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	43
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	11.000	44
	503	7002		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	EA	2.000	45
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	162.000	46
	505	7002		TMA (MOBILE OPERATION) DOLLARS and CENTS	HR	128.000	47
	506	7002		ROCK FILTER DAMS (INSTALL) (TY 2) DOLLARS and CENTS	LF	60.000	48

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	506	7003		ROCK FILTER DAMS (INSTALL) (TY 3) DOLLARS and CENTS	LF	40.000	49
	506	7011		ROCK FILTER DAMS (REMOVE) DOLLARS and CENTS	LF	100.000	50
	506	7020		CONSTRUCTION EXITS (INSTALL) (TY 1) DOLLARS and CENTS	SY	247.000	51
	506	7024		CONSTRUCTION EXITS (REMOVE) DOLLARS and CENTS	SY	247.000	52
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	11,187.000	53
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	11,187.000	54
	530	7006		DRIVEWAYS (CONC) DOLLARS and CENTS	SY	268.000	55
	530	7010		DRIVEWAYS (ACP) DOLLARS and CENTS	SY	3,749.000	56
	533	7001		MILL RUMBLE STRIPS (ASPHALT) (SHLDR) DOLLARS and CENTS	LF	27,100.000	57
	533	7002		MILL RUMBLE STRIPS (ASPH) (CENTER- LINE) DOLLARS and CENTS	LF	13,550.000	58
	540	7001		MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS	LF	425.000	59
	542	7001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	100.000	60

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	544	7001		GUARDRAIL END TREATMENT (INSTALL) DOLLARS and CENTS	EA	4.000	61
	544	7003		GUARDRAIL END TREATMENT (REMOVE) DOLLARS and CENTS	EA	4.000	62
	560	7008		MAILBOX INSTALL-S (TWW-POST) TY 4 DOLLARS and CENTS	EA	16.000	63
	560	7009		MAILBOX INSTALL-D (TWW-POST) TY 4 DOLLARS and CENTS	EA	4.000	64
	560	7010		MAILBOX INSTALL-M (TWW-POST) TY 4 DOLLARS and CENTS	EA	3.000	65
	644	7001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) DOLLARS and CENTS	EA	13.000	66
	644	7002		IN SM RD SN SUP&AM TY10BWG(1)SA(P- BM) DOLLARS and CENTS	EA	1.000	67
	644	7004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) DOLLARS and CENTS	EA	2.000	68
	644	7034		IN SM RD SN SUP&AM TYS80(1)SA(U-BM) DOLLARS and CENTS	EA	1.000	69
	658	7019		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	6.000	70
	658	7058		INSTL OM ASSM (OM-2Z)(WFLX)GND DOLLARS and CENTS	EA	3.000	71
	662	7036		WK ZN PAV MRK NON-REMOV (Y)6"(BRK) DOLLARS and CENTS	LF	890.000	72

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	662	7038		WK ZN PAV MRK NON-REMOV (Y)6"(SLD) DOLLARS and CENTS	LF	23,420.000	73
	662	7113		WK ZN PAV MRK SHT TERM (TAB)TY Y DOLLARS and CENTS	EA	1,445.000	74
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	18.000	75
	666	7347		PAVEMENT SLER 6" DOLLARS and CENTS	LF	640.000	76
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	27,200.000	77
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	890.000	78
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	23,420.000	79
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	337.000	80
	678	7002		PAV SURF PREP FOR MRK (6") DOLLARS and CENTS	LF	640.000	81
	730	7019		FULL - WIDTH MOWING DOLLARS and CENTS	CYC	2.000	82

## **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

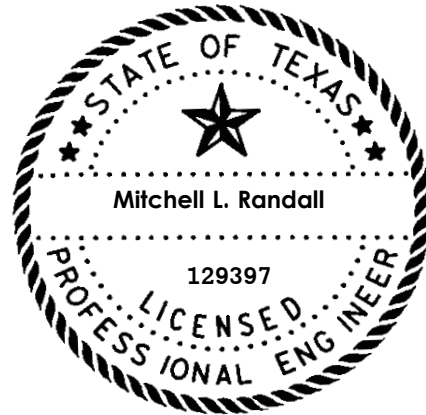
Control 1599-05-011

Project C 1599-5-11

Highway FM 2258

County ELLIS

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  
*Mitchell L. Randall, P.E.*  
AUGUST 29, 2024

County: Ellis

Highway: FM 2258

**SPECIFICATION DATA**

<b>Table 1: Soil Constants Requirements</b>				
Item	Description	Plasticity Index		Note
		Max	Min	
132	EMBANK (FNL)(OC)(TY C)	40	8	1

Note 1: Material excavated from the project must meet the PI requirements when used in the top 10 feet of embankment that supports the pavement structure or other locations shown in the plans. Do not use shale and obtain approval to incorporate shaley clay produced by the construction project.

<b>Table 2: Basis of Estimate for Permanent Construction</b>					
Item	Description	Thickness	Rate		Quantity
162	Block Sod	N/A	See Specifications		535 SY
164	Drill Seed (Perm_Rural_Clay)	N/A	See Specifications		53,203 SY
166 *	Fertilizer (12-6-6)	N/A	500	Lbs./Ac	2.83 Ton
168	Vegetative Watering (Warm)**	N/A	12	T/Ac/Day	7,998 TGL
310	Prime Coat	N/A	0.20	Gal/SY	12,796 Gal
344	SP MIXES SP-C SAC-B PG64-22	See Plans	110	Lbs./SY/In	4,641 Ton
*For contractor's information only					
**Use Summer rate for calculation, adjust for actual field conditions/temperatures as necessary. See Vegetation Establishment Plan Sheet for estimated daily rates.					
Note: (1) Base material weight based on 1.50 Ton/CY (dry- compacted) (2) Asphalt weight based on 110 Lbs./SY/In (3) Item 310 and 314 Residual Asphalt 0.20 Gal/					

<b>Table 3: Basis of Estimate for Temporary Erosion Control Items</b>				
Item	Description	Rate		Quantity
164	Drill Seed (Temp_Warm_Cool)	See Specifications		53,203 SY
166*	Fertilizer (12-6-6)	500	Lb/Ac	2.75 Ton
168	Vegetative Watering (Warm)**	12	TGLAc/Day	7,915 TGL
*For Contractor's Information Only.				
**Use Summer rate for calculation, adjust for Actual Field Conditions/Temperatures as Necessary. See Vegetation Establishment Sheet for estimated daily rates.				

County: Ellis

Highway: FM 2258

## GENERAL

The construction, operation and maintenance of the proposed project will be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

The disturbed area for this project, as shown on the plans is 13.78 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

This project required coordination and permitting with environmental resources agencies. There is a high probability that an environmentally sensitive area could be encountered on the contractor designated Project-Specific Locations (PSL) for this project (haul roads, equipment staging areas, borrow pits, disposal sites, field offices, storage areas, parking areas, etc.). Item 7.6 "Project-Specific Locations", provides a listing of regulatory agencies that may need to be contacted regarding this project.

Install traffic marking signs prior to sealcoat application and remove within three days after placement of traffic markings.

Leave all right of way areas undisturbed until actual construction is to be performed in said areas.

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address: <https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors> or Contractor questions on this project are to be addressed to the following individual(s):

*Juan Paredes*                      *Juan.Paredes@txdot.gov*  
*Elecia Moore*                      *Elecia.Moore@txdot.gov*

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

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

**County: Ellis**

**Highway: FM 2258**

The Letting Pre-Bid Q&A web page for each project can be accessed by using 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.

Cross sections may be requested by posting a question to the above Letting Pre-Bid Q&A web page. This data is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the enclosed data with appropriate plans, specifications and estimate for the project(s).

**Item 5:**

Underground utilities owned by the Texas Department of Transportation may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communications & control maintained by TxDOT, call the TxDOT Traffic Signal Office (214-320-6682) for locates a minimum of 48 hours in advance of excavation. For irrigation systems, call TxDOT Landscape Office (214-320-6205) for locates a minimum of 48 hours in advance of excavation. If city or town owned irrigation facilities are present, call the appropriate department of the local city or town a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages when utilities are damaged due to Contractor's negligence including, but not limited to, repair or replacement at the Contractor's expense.

For the project to be deemed complete, permanently stabilize all unpaved disturbed areas of the project with a vegetative cover at a minimum of 70% density for the control of erosion.

Place construction stakes/station markings at intervals of no more than 100 feet or as directed by the Engineer. Place stakes and markings so as not to interfere with normal construction operations.

Submit all shop drawings, working drawings, or other documents which require review sufficiently in advance of scheduled construction to allow no less than thirty (30) calendar days for review and response.

**Item 7:**

Repair or replace any structures and utilities that might have been damaged by negligence or a failure to have utility locates performed.

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Holiday restrictions – The Engineer may decide that no lane closures or construction operations shall be allowed during the restricted periods listed in the following holiday schedule. TxDOT has the right to lengthen, shorten, or otherwise modify these restricted periods as actual, or expected, traffic conditions may warrant. Working days will not be charged for these restricted periods. No additional compensation will be allowed for these closures (i.e., overhead, delays, stand-by, barricades or any other associated cost impacts).

- New Year's Eve and Day (5 am on December 31 thru 10:00 pm January 1)
- Easter Holiday weekend (5 am on Friday thru 10:00 pm Sunday)
- Memorial Day weekend (5 am on Friday thru 10:00pm Monday)
- Independence Day (5 am on July 3 thru 10:00 pm on July 5)
- Labor Day weekend (5 am on Friday thru 10:00 pm Monday)
- Thanksgiving Holiday (5 am on Wednesday thru 10:00 pm Sunday)
- Christmas Holiday (5 am on December 23 thru 10:00 pm December 26)

No significant traffic generator events identified.

**Item 8:**

This Project will be a Standard Workweek in accordance with Article 8.3.1.4

Meet weekly with the engineer to notify him or her of planned work for the upcoming week.

Critical Path Method (CPM) schedule in P6 format will be required for this project. Submit baseline schedule and obtain approval prior to beginning construction. The Estimate will be held if monthly schedule update is not submitted.

This project contains a 60 day convenience delay for Contractor mobilization per the Item 8 special provisions.

**Item 100:**

Remove the existing roadway small signs, delineators and object markers as shown on the plans, or as directed, during construction within the right of way. Small sign, delineator and object marker removals are subsidiary to this Item.

The limits of preparing right of way will be measured from Sta. 11+00.00 to Sta. 102+26.40 and Sta. 103+46.40 to Sta. 148+10.00 along the centerline of construction. No other Prep ROW areas will be considered for payment.

**Items 105, 251, and 354:**

Saw existing asphalt along neat lines where portions are to be left in place temporarily or permanently. Sawing is not paid for directly, but is subsidiary to this item.

**Item 105:**

Take possession of recycled asphalt pavement from the project and recycle the material.

Properly dispose of unsalvageable material at your own expense.

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**Item 110:**

Excavated shale is not an acceptable material for embankment.

**Items 110 and 132:**

Scarify and loosen the excavated areas, unpaved surface areas, except rock, to a depth of at least 8 inches and compact in accordance with the specifications.

Excavation and embankment for driveways, sleeper slabs, alleys and intersections will not be paid for directly, but will be considered subsidiary to these items.

**Item 132:**

Excavated material from the project site has not been determined to be suitable for embankment. The bidder assumes all risk for the use of excavated materials for embankment and is expected to meet all material requirements for embankment regardless of the source.

Perform Tex-106-E (Plasticity Index) by an approved laboratory on excavated soils from sources outside right of way when used in roadway embankment. Provide the test results at no expense to the department. The engineer will sample and test soils produced by the construction project for specification requirements or material sources specified in the plans.

Earth embankment Type C, is mainly composed of material other than shale. Furnish material that is free from vegetation or other objectionable material and that conforms to the requirements of Table 1 (Sheet A). If necessary, treat material with lime slurry in accordance with Item 260, "Lime Treatment (Road-Mixed)" in order to meet these requirements. Use Tex-121-E, figure 1, page 4 to calculate the amount of lime required. When lime treated subgrade is specified, 3000 PPM is the maximum allowed sulfate content in the top 3 feet when material comes from borrow source. Follow recommendations of 260.4.4 for mixing and mellowing. The engineer will test material placed or excavated to a depth of one foot below and laterally to one foot outside the proposed treatment limit. Lime treatment of this material will not be paid for directly, but will be considered subsidiary to this item.

Do not use shaley clays in embankment unless approved in writing.

**Item 134:**

Start backfilling pavement edges as soon as possible after the surface course is started.

Backfill and compact the pavement edges to produce a smooth surface adjacent to the pavement with no vertical edges.

Use Type "A" or "B" material to backfill pavement edges as shown in plans. Type "A" or "B" material shall consist of suitable material that when compacted will support the pavement edge. Rap is considered suitable Type "A" or "B" material.

Blade the existing vegetation into a neat wind-row prior to overlay. After placing Ty A or Ty B backfill and placing seeding, the material from the wind-row shall be replaced on the completed slopes. Emulsion shall be placed at a 50/50 solution of water to emulsion over disturbed area.

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Emulsion rate=0.15 Gal/SY residual. This work, materials and equipment shall be subsidiary to Item 134.

**Item 160:**

Sequence construction operations to salvage topsoil from one location and spread on areas ready to receive topsoil. Keep stockpiling of topsoil to a minimum.

Use fertile clay or loam from the project site not more than six inches below natural grade as topsoil.

**Item 161:**

Provide tickets representing quantity of compost delivered to site.

**Item 247:**

Construct uniform layer thickness of 12 inches, or less with the required density and moisture content. Minimum PI is equal to three (3) for all grades.

**Item 301:**

Provide liquid antistripping agents unless otherwise directed. Add the minimum dosage determined by the manufacturer or higher dosage determined by design requirement and try subsequent trials at 0.25% increments.

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**Item 316:**

	AC20-5TR, AC20-XP AC15-P	CRS-2P	RC-250
JANUARY			REQUIRES INTERMEDIATE COURSE TO BE PLACED
FEBRUARY			
MARCH		REFER TO STANDARD SPECIFICATIONS ITEM 316 FOR TEMPERATURE REQUIREMENTS	
APRIL			
MAY			
JUNE	REFER TO STANDARD SPECIFICATIONS ITEM 316 FOR TEMPERATURE REQUIREMENTS		
JULY			
AUGUST			
SEPTEMBER		REFER TO STANDARD SPECIFICATIONS ITEM 316 FOR TEMPERATURE REQUIREMENTS	
OCTOBER			
NOVEMBER			REQUIRES INTERMEDIATE COURSE TO BE PLACED
DECEMBER			

RC-250 is only allowed as a first course in accordance with the table above with an ADT less than 1500, a subsequent intermediate surface course will be placed if the ADT is greater than 1500 unless it is determined by the Area Engineer that the road will be overlaid prior to the need of the intermediate course.

Field conditions and traffic may require the application of an additional (intermediate) surface treatment layer to preserve and sustain a particular project segment or phase. Typically, this will be prior to the project final AC asphalt surface treatment and will be meant to ensure that the pavement integrity is protected until hot season.

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First Course			
ITEM	APPLICATION		
	Prime Coat	1 <sup>st</sup> Course	
*Asphalt Type	AEP or MC-30	CRS-2P	AC20-5TR, AC20-XP, AC15-P
*Asph. Spray Rate (Gal/SY)	0.30	0.50	0.42
Aggregate Type		B or L	B or L
Aggregate Grade		3	3
Aggr. Rate (CY/SY)		1:105	1:105
Min. Cure Time	5 days	14 days	

\* The information above is intended to provide general guidance and as a basis of estimate. Based on the season and weather conditions at the time, the engineer will determine the asphalt type and rates to be used at the time of application.

In addition to the temperature requirements of this Item, AC Asphalts used in Surface Treatments and Sealcoats must be placed between May 15 and August 31. Emulsions may be substituted for AC Asphalts outside this timeframe only with the approval of the Engineer.

**Item 320:**

Use a self-propelled wheel mounted MTV capable of receiving mix from the haul trucks, separate from the paver. It shall have a minimum storage capacity of approximately 25 tons. It shall be equipped with a pivoting discharge conveyor and shall completely and thoroughly remix the material prior to placement. The effectiveness of the MTV's remixing ability is subject to the approval of the Engineer. In addition, the paver shall have a surge storage insert with a minimum capacity of 20 tons.

The use of windrow pick-up equipment is allowed except on the first course of roadway material placed over the subgrade.

**Item 344:**

Use aggregate that meets the Surface Aggregate Classification (SAC) requirement of Class B.

**Item 354:**

Use salvaged material to perform work as shown on the typical sections.

Take possession of surplus recycled asphalt pavement from the project and recycle the material.

Slope longitudinal faces greater than 1 ¼" to a minimum of 1:1 slope at the end of the work period if traffic is able to traverse the joint. Slope transverse tapers to a minimum of 36:1 at the end of the workday. Remove the taper prior to continuing the milling.

For open shoulder sections, plane the asphalt so the flow of water is not impeded at the shoulder edge or across the surface. Added planing up to three feet in width outside the lines and grades of the plans, necessary to provide proper drainage, will be subsidiary to the bid item.

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Remove the loose material from the roadway before opening to traffic.

Patch pavement cut to excessive depth by equipment failure with an approved epoxy material. Re-plane patched area to an acceptable approved ride quality. Payment for these corrections is subsidiary to this item.

**Item 400:**

Structural Excavation is not paid for directly but is considered subsidiary to pertinent Items unless otherwise shown on the plans.

When placing concrete storm drain pipe on slopes of greater than 10 percent, provide cement stabilized backfill to a depth shown on the plans.

**Item 421:**

Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager). Mix Design templates will be provided by the Engineer.

Strength evaluation using maturity testing, Tex-426-A, may be used for all concrete elements except drilled shafts and mass concrete pours.

Provide a digital hydraulic compression testing Machine and accessories. The machine shall have a minimum testing range of 2500 pounds force to 250,000 pounds force with a hydraulic switching valve to allow for rapid advancing, hold, controlled advancing and rapid retracting. The machine shall have a load cell to measure compressive forces within the testing range and shall be calibrated and verified in accordance with ASTM latest version. The Machine can meet or exceed the following when approved by the Engineer:

ELE International ACCU-TEK250 Digital Compression Tester including accessories or Forney F-250EX Standard Compression Machine including accessories or TxDOT approved equal.

Supply the Engineer with a list of certified personnel and copies of their current ACI certificates before beginning production and when personnel changes are made. Supply hard copies of calibration reports for testing equipment when required by the Engineer.

**Item 440:**

Fiber Reinforced Concrete (FRC) can be used as a substitute for Non-Structural Class Reinforced Concrete in Mow-Strip and Rip Rap Items as approved. FRC may also be used for other Non-Structural Class Reinforced Concrete Items as approved.

**Item 464:**

The concrete collars and the connections of pipes to existing or proposed concrete boxes or pipe will not be paid for directly but will be considered subsidiary to the various bid items.

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**Item 502:**

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 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.

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

Provide written proposed lane closure information by 1:00 pm on the business day prior to the proposed closures. Do not close lanes when this requirement is not met.

When excavation is required next to a pavement lane carrying traffic and the widening is not completed by the end of the work day, backfill against the edge of the pavement with at least a 3:1 slope using an acceptable material to support vehicular traffic. Carefully remove and dispose of this material when work resumes. Backfilling pavement edges, and the materials required for the work will be subsidiary to this item.

Place barricades and signs in locations that do not obstruct the sight distance of drivers entering the highway from driveways or side streets.

Do not commence work on the road before sunrise. Do not operate or park any equipment/machinery closer than 30 feet from the traveled roadway after sunset unless authorized by the engineer.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using an acceptable method.

Limit lane closures along FM 2258 to the hours between 9:00 am and 3:00 pm. Work in other areas of the project is not restricted to this time frame.

Traffic Control Plans with Lane Closures causing back-ups of 8 minutes or greater in duration will be modified by the Engineer up to and including removal of the lane closure.

Additional lanes may be closed, started earlier, or extended later with written permission of the Engineer.

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**Item 505:**

The total number of truck mounted attenuators (TMAs) or trailer attenuators (TAs) required when utilizing the traffic control standards are shown in the tables below.

TCP 1 Series	Scenario		Required TMA/TA	
(1-1)-18 / (1-2)-18			1	
(1-3)-18	A	B	1	2

TCP 2 Series	Scenario		Required TMA/TA	
(2-1)-18 / (2-2)-18	All		1	
(2-3)-23	A	B	1	2

TCP 3 Series	Scenario			Required TMA/TA
(3-1)-13	All			2
(3-3)-14	A	B	D	2
	C			3

The contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed for the project. Additional TMAs/TAs used that are not specified in the plans in which the contractor expects compensation will require prior approval from the Engineer.

Stationary TMA's/TA's will be only paid for by the operations classified in the TCP sheets as short term, short term stationary, intermediate term stationary and long term stationary. Mobile TMA's/TA's will only be paid for by the operations classified in the TCP standards as mobile operations. TMA's/TA's used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

**Item 506:**

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas, before the next rain event or within 24 hours of the discharge.

If temporary construction stream crossings are allowed under a Nationwide Permit, submit in writing for approval the type and location of each temporary stream crossing. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for temporary stream crossings. A temporary culvert crossing will consist of storm sewer pipes and 4- to 8-inch nominal size rock. Temporary stream crossings must not cause more than minimal changes to the hydraulic flow characteristics of the stream, increase flooding, or cause more than minimal degradation of water quality. Remove the temporary stream crossings in their entirety and return the affected areas to their pre-existing elevation. All work and materials use for

**County: Ellis**

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temporary construction stream crossings will not be paid for directly but are subsidiary to pertinent Items.

Provide SW3P Signs. Obtain from the Engineer a copy of the project's completed TPDES Storm Water Program Construction Site Notice and Contractor Site Notice. Laminate the sheets and bond with adhesive to 36" X 36" plywood sign blanks. Ensure the sheets remain dry. Apply Type C Blue reflective sheeting as the background and add the text "SW3P" in 5" white lettering, centered at the top. Attach the signs to approved temporary mounts and locate at each of the project limits just inside the right of way line at a readable height or as directed by the Engineer. If the sign cannot be placed outside the clear zone, it must adhere to the TMUTCD. SW3P signs, maintenance, and reposting (for replacement or as needed to ensure readability) will be subsidiary to Item 502.

Concrete Washouts are required per the CGP. The Concrete Washout Area(s) structural controls must consist of temporary berms, temporary shallow pits, and/or temporary storage tanks to prevent contaminated runoff and must be lined as to prevent contamination of underlying soil. Ensure pits properly maintained including removal of concrete as not to allow over flow. The location(s) of washout area will be approved by the Engineer. When washout pits are no longer needed, they will be removed and area will be restored to original condition. This work, materials and labor will not be measured or paid for directly but will be subsidiary to Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls.

**Item 530:**

Provide Class "HES" concrete for concrete intersections and driveways listed or shown on the plans.

**Item 540:**

Furnish one type of post throughout the project except as specifically noted in the plans.

**Item 585:**

Use Surface Test Type A on all intersections and driveways.

Use Surface Test Type B pay adjustment schedule 3 on the travel lanes.

**Items 644:**

Provide two (2) sets of shop drawings for signs. The shop drawings shall conform to the details shown on the plans. The shop drawings shall show the details of the panels, wind beams, stiffeners, joint backing plates, splices, fasteners, brackets, and sign support connections. The shop drawings shall show letter types and sizes, interline spacing and message arrangements.

Affix a sign identification decal to the back of all signs in accordance with Item 643.

Prior to taking elevations to determine lengths for fabrication of sign posts and/or sign support towers, obtain verification of all proposed locations.

All sign mounts shall have a clamp base system for all small roadside sign assemblies.

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**Item 677:**

A water blasting method approved by the Engineer will be the only method allowed for the removal of permanent and temporary pavement markings except on a sealcoat surface. A 2 foot wide sealcoat will be required on sealcoat surfaces to eliminate permanent and temporary pavement markings.

**Item 730:**

At the discretion of the Engineer, mow non-paved areas within the project prior to placement of permanent vegetation. Mow up to two (2) cycles per growing season.

CONTROL : 1599-05-011  
PROJECT : C 1599-5-11  
HIGHWAY : FM 2258  
COUNTY : ELLIS

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 105 REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
- ITEM 110 EXCAVATION <132>
- ITEM 112 SUBGRADE WIDENING <110><132><204>
- ITEM 132 EMBANKMENT <100><110><160><204><210><216><400>
- ITEM 134 BACKFILLING PAVEMENT EDGES <162><166><168><300><314>
- ITEM 161 COMPOST <160>
- ITEM 162 SODDING FOR EROSION CONTROL <164><166><168>
- ITEM 164 SEEDING FOR EROSION CONTROL <162><166><168>
- ITEM 168 VEGETATIVE WATERING
- ITEM 247 FLEXIBLE BASE <105><204><210><216><520>
- ITEM 251 REWORKING BASE COURSES <204><210><216><247><520>
- ITEM 275 CEMENT TREATMENT (ROAD-MIXED) <204><210><216><247><300>  
<310><520>
- ITEM 310 PRIME COAT <300><316>
- ITEM 316 SEAL COAT <210><300><302><341><520>
- ITEM 344 SUPERPAVE MIXTURES <300><301><320><504><520><585>
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES <110><132><401>  
<402><403><416><420><421><423>
- ITEM 402 TRENCH EXCAVATION PROTECTION
- ITEM 432 RIPRAP <247><420><421><431><440>
- ITEM 464 REINFORCED CONCRETE PIPE <400><402><403><420><421><424>  
<440><462><465><467><471><476>
- ITEM 466 HEADWALLS AND WINGWALLS <400><420><421><432><440><464>
- ITEM 467 SAFETY END TREATMENT <400><420><421><432><440><442><445>  
<460><464>
- 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 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS <247><260><275>  
 <276><292><316><330><334><341><360><421><440><585>  
 ITEM 533 RUMBLE STRIPS <300><320><330><334><341><350>  
 ITEM 540 METAL BEAM GUARD FENCE <421><441><445><492><529>  
 ITEM 542 REMOVING METAL BEAM GUARD FENCE  
 ITEM 544 GUARDRAIL END TREATMENTS  
 ITEM 560 MAILBOX ASSEMBLIES  
 ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES <421><440><441><442><445>  
 <636><656>  
 ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES <445>  
 ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>  
 ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>  
 <677><678>  
 ITEM 672 RAISED PAVEMENT MARKERS <677><678>  
 ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS <677>  
 ITEM 730 ROADSIDE MOWING

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:  
 -----

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 1599-05-011**

**Project C 1599-5-11**

**Highway FM 2258**

**County ELLIS**

**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.

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### 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

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)
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	\$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	Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle 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.

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# Special Provision 000

## Important Notice to Contractors

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### 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.

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### 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.

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### 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.

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**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.

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**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.

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**6. APPEALS PROCESS**

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

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# Special Provision 000

## Certificate of Interested Parties (Form 1295)

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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.