

Control	1378-02-059
Project	C 1378-2-59
Highway	RM 1431
County	WILLIAMSON

ADDENDUM ACKNOWLEDGMENT

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

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

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

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

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

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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF PREVENTIVE MAINTENANCE WILLIAMSON 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 42 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:

FORTY-EIGHT THOUSAND (Dollars) (\$48,000)

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

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

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed:** **

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

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

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

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

Signed this _____ Day of _____ 20_____

By: _____
(Contractor/Principal Name)

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

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

Impressed
Surety Seal
Only

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

This form may be removed from the proposal.

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BIDDER'S CHECK RETURN

IMPORTANT

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

NOTE

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

RETURN BIDDERS CHECK TO (PLEASE PRINT):

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IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

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

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

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NOTICE TO THE BIDDER

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

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

\$ _____
Total Bid Amount

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

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

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

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

Unit price for each plant in place

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

Unit price for each ton of Flexible Base

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

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
					L	E	

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.				
	134	7001		BACKFILL (TY A) DOLLARS and CENTS	STA	56.000	1
	347	7001		TOM-C PG76-22 SAC-A DOLLARS and CENTS	TON	7,739.000	2
	351	7005		FLEXIBLE PAVEMENT STRUCTURE REPAIR(6") DOLLARS and CENTS	SY	3,318.000	3
	354	7049		PLANE ASPH CONC PAV (0"- 1" EDGE MILL) DOLLARS and CENTS	SY	13,223.000	4
	354	7050		PLANE ASPH CONC PAV(1") DOLLARS and CENTS	SY	79,695.000	5
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	6
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	3.000	7
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	180.000	8
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	90.000	9
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	15.000	10
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	100.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	100.000	12
	506	7044		BIODEG EROSN CONT LOGS (INSTL) (12") DOLLARS and CENTS	LF	100.000	13
	506	7046		BIODEG EROSN CONT LOGS (REMOVE) DOLLARS and CENTS	LF	100.000	14
	530	7022		INTRSCT, DRVWAYS, & TURNOUT (ACP) DOLLARS and CENTS	SY	2,785.000	15
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	3,596.000	16
	662	7114		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 DOLLARS and CENTS	EA	1,378.000	17
	666	7008		REFL PAV MRK TY I (W)6"(DOT)(090MIL) DOLLARS and CENTS	LF	429.000	18
	666	7017		REFL PAV MRK TY I (W)8"(DOT)(090MIL) DOLLARS and CENTS	LF	773.000	19
	666	7023		REFL PAV MRK TY I (W)8"(SLD)(090MIL) DOLLARS and CENTS	LF	15,143.000	20
	666	7029		REFL PAV MRK TY I (W)12"(SLD)(090MIL) DOLLARS and CENTS	LF	380.000	21
	666	7035		REFL PAV MRK TY I (W)24"(SLD)(090MIL) DOLLARS and CENTS	LF	3,961.000	22
	666	7041		REFL PAV MRK TY I (W)(ARROW)(090MIL) DOLLARS and CENTS	EA	77.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7044		REFL PAV MRK TY I(W)(DBL ARROW)(090MIL) DOLLARS and CENTS	EA	1.000	24
	666	7065		REFL PAV MRK TY I (W)(WORD)(090MIL) DOLLARS and CENTS	EA	81.000	25
	666	7080		REFL PAV MRK TY I (W)(RR XING)(090MIL) DOLLARS and CENTS	EA	6.000	26
	666	7122		REFL PAV MRK TY I (Y)24"(SLD)(090MIL) DOLLARS and CENTS	LF	171.000	27
	666	7172		RE PM TY II (W) 6" (BRK) DOLLARS and CENTS	LF	9,502.000	28
	666	7173		RE PM TY II (W) 6" (DOT) DOLLARS and CENTS	LF	429.000	29
	666	7175		RE PM TY II (W) 6" (SLD) DOLLARS and CENTS	LF	12,543.000	30
	666	7177		RE PM TY II (W) 8" (DOT) DOLLARS and CENTS	LF	773.000	31
	666	7179		RE PM TY II (W) 8" (SLD) DOLLARS and CENTS	LF	15,143.000	32
	666	7182		RE PM TY II (W) 12" (SLD) DOLLARS and CENTS	LF	380.000	33
	666	7184		RE PM TY II (W) 24" (SLD) DOLLARS and CENTS	LF	3,961.000	34
	666	7186		RE PM TY II (W) (ARROW) DOLLARS and CENTS	EA	77.000	35

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7187		RE PM TY II (W) (DBL ARROW) DOLLARS and CENTS	EA	1.000	36
	666	7194		RE PM TY II (W) (WORD) DOLLARS and CENTS	EA	81.000	37
	666	7198		RE PM TY II (W) (RR XING) DOLLARS and CENTS	EA	6.000	38
	666	7211		RE PM TY II (Y) 6" (BRK) DOLLARS and CENTS	LF	2,083.000	39
	666	7213		RE PM TY II (Y) 6" (SLD) DOLLARS and CENTS	LF	14,007.000	40
	666	7217		RE PM TY II (Y) 24" (SLD) DOLLARS and CENTS	LF	171.000	41
	666	7265		RE PROFILE PM TY I(W)6"(SLD)(090MIL) DOLLARS and CENTS	LF	12,543.000	42
	666	7269		RE PROFILE PM TY I(Y)6"(SLD)(090MIL) DOLLARS and CENTS	LF	14,007.000	43
	666	7273		RE PROFILE PM TY I(Y)6"(BRK)(090MIL) DOLLARS and CENTS	LF	2,083.000	44
	666	7407		REFL PAV MRK TY I (W)6"(BRK)(090MIL) DOLLARS and CENTS	LF	9,502.000	45
	668	7002		PRFB RUMBLE STRIP (BLK)(1)(CENTER- LINE) DOLLARS and CENTS	LF	2,165.000	46
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	370.000	47

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	316.000	48
	672	7006		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	919.000	49
	677	7008		ELIM EXT PM & MRKS (24") DOLLARS and CENTS	LF	140.000	50
	3007	7001		BONDING COURSE DOLLARS and CENTS	GAL	12,009.000	51

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 1378-02-059
Project C 1378-2-59
Highway RM 1431
County WILLIAMSON

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
Masoud Moradian, P.E.
JULY 31, 2024

GENERAL NOTES: Version: August 21, 2024

Item	Description	**Rate
341, 344	Dense-Graded Hot-Mix Asphalt and Superpave	110 LB/SY/IN
347	Thin Overlay Mixtures (TOM)	
	SAC B	113.0 LB/SY/IN
	SAC A	116.0LB/SY/IN
3007	Bonding Course	0.09 GAL/SY

** For Informational Purposes Only

GENERAL

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

Georgetown Jason.Hudson@txdot.gov
Georgetown Kyle.Russell@txdot.gov

Questions and requests for documents will be accepted via the Letting Pre-Bid Q&A web page. All questions and any corresponding responses that are generated will be posted through the same 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>

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.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Contact the supervisor for the passenger facility at Capital Metro and request the relocation of Capital Metro signs. Contact the supervisor at (512) 385-0190.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Keep the roadway free of debris and sediment caused by construction activities. Dispose of all material in accordance with federal, state, and local regulations. This work is subsidiary.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK

Place construction or silt fence 2 ft. inside TxDOT ROW along the Railroad ROW. If work is to be performed inside the Railroad ROW, then the Contractor will coordinate with the Railroad for a Railroad Flagger. This work is subsidiary.

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

Electronic Shop Drawing Submittals.

Submit electronic shop drawing submittals according to the current Guide to Electronic Shop Drawing Submittal which can be found online at, <https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html>.

Pre-approved producers can be found online at, <https://www.txdot.gov/business/resources/materials/material-producer-list.html>.

Use the following contact list for all submittals that are not required to be sent to Bridge Division and to copy the Engineer for all submittals to the Bridge Division.

Submittal Contact List

Georgetown Jason.Hudson@txdot.gov AUS_GE-ShopReview@txdot.gov

Alignment and Profile.

Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

Storage of Material Near Structures

Do not store equipment or flammable material within 100 ft. of bridges, culverts, or near their openings (portals). Flammable materials include all material that is not metal or aluminum.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone.

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL. TxDOT will coordinate with the necessary agencies. Approval of the PSL is not guaranteed. Un approved PSL is not a compensable impact.

Work within a USACE Jurisdictional Area.

Do not initiate activities within a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Obtain written approval from the Engineer for activities not specifically addressed in the plans. Provide a signed sketch and description of the location 60 business days prior to begin work at the location. Complete and return any forms provided by

TxDOT. Approval of the work is not guaranteed. Un approved work is not a compensable impact.

Work over or near Bodies of Water (lakes, rivers, ponds, creeks, dry waterways, etc.).

Keep on site a universal spill kit adequate for the body of water and the work being performed. Debris is not allowed to fall into the ordinary high-water level (OHWL). Debris that falls into the OHWL must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. When not in use and at the end of each work shift, all material and equipment must be stored more than 100 ft. away from the ordinary high water mark. This work is subsidiary.

Prior to begin construction, install construction fence, silt fence, rock filter dam, or other temporary barrier from ROW to ROW at a distance 25 feet from the OHWL. This barrier is used to deter construction equipment and personnel from accessing the waterway. Use items that exist in the plans to create the barrier. If items do not exist, payment will be paid using force account in accordance with Item 9.7, "Payment for Extra Work and Force Account Method." Sections of the barrier may be removed and replaced to access the work shown on the plans. Upon completion of the work located within the barrier, the barrier must be restored ROW to ROW and remain until the project is complete.

Vehicle Idle Restrictions

With in the limits of City of Austin, Bastrop County, and Travis County, on road vehicles may not idle more than 5 minutes except for following exemptions: vehicle 14,000 pounds or less, vehicles over 14,000 pounds are certified clean ideal as defined by the EPA, or other exemptions as listed in TAC Title 30, Part 1, Chapter 114, Subchapter J, Division 2, 114.517.

Migratory Birds and Bats.

Birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Tree and Brush Trimming and Removal.

Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to TxDOT 30 business days prior to begin work.

If within the removal time period, removal work may be conducted during delayed start period using proper traffic control per TCP standards.

Upon begin removal operations, all removal work for the project must be completed within 21 calendar days. Completion of removal includes removing from ROW or mulching of all debris.

No extension of time or compensation will be granted for a delay or suspension due to the above bird, bat, and tree/brush requirements.

Law Enforcement Personnel.

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case-by-case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officer's governing authority.

Back Up Alarm.

For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix or seal coat operations. This is subsidiary.

ITEM 8 – PROSECUTION AND PROGRESS

Working days will be charged in accordance with 8.3.1.4, "Standard Workweek."

In accordance with SP 008-002, the latest work start date is the August 1st immediately following the authorization to begin work.

Early Safety Completion No Excuse Incentive

Early safety completion no excuse incentive will be paid for the early safety completion of work.

The deadline for the early safety completion will be 90 percent of the contract duration. A no excuse incentive for early safety incentive completion will be paid at daily rate shown in Table NE for each day prior to the deadline. The incentive will have a maximum of 30 working days for computing the credit. A disincentive will not be applied for late completion.

Early safety completion for the no excuse incentive occurs when traffic is following the lane arrangement as shown on the plans for the finish roadway; all pavement construction and pavement surfacing are complete; and signs, delineation, traffic signals, illumination, traffic control devices, raised pavement markers, and pavement markings are in their final position. The Engineer may make an exception for Type I permanent pavement markings and raised pavement markers provided the work can be completed with a mobile operation. Early safety completion will include the completed installation of all crash safety features such as crash cushions, cable barrier, safety end treatment, guard fence, guardrail end treatments, and their mow strips as shown on the plans for the finish roadway. All installed items must be operating as intended.

Table NE

Dollar Amount of Original Contract		Daily Rate
More Than	To	Early Safety Completion
0	5,000,000	3,000
5,000,001	10,000,000	6,000
10,000,001	Over 10,000,001	10,000

All no excuse incentives will not be adjusted for any reason including but not limited to impacts/delays caused by contract duration added by change order, suspension of work, time charge suspension, added work, changes in scope, third parties, holidays, third party damage, material supply shortage, design errors, TxDOT, utilities known and unforeseen, differing site conditions, overruns, added work, change orders, acts of God, weather, railroad, special event traffic accommodations, unforeseeable events, and right of way. At the sole discretion of TxDOT, the date may be adjusted due to Acts of God such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature. Contractor expenditures (overtime, equipment cost, etc.) in attempt to obtain the incentive are not reimbursable or a reason for payment of the incentive. This incentive will be separate and independent from other incentives.

Lane Closure Assessment Fee.

The monthly estimate will be deducted a fee per 15-minute interval according to the following schedule for each closure or obstruction that extends beyond the allowable closure time. Fee will be based on Annual Average Daily Traffic (AADT) of the roadway. Use AADT information as shown on the plans. If AADT is not found on the plans please use TxDOT – Statewide Planning Map [TxDOT - Statewide Planning Map](#). If the roadway has a peak direction of traffic, the Engineer may reduce the fee by 25 percent for off-peak direction of traffic for up to 30 minutes.

AADT		Lane Closure Assessment Fee (per lane per 15 minutes)
More than	To and Including	
0	10000	\$150.00
10000	20000	\$300.00
20000	40000	\$600.00
40000	60000	\$900.00
60000	80000	\$1,200.00
80000	100000	\$1,500.00
100000		\$1,800.00
All of IH 35 Mainlanes		\$2,000.00

ITEM 134 - BACKFILLING PAVEMENT EDGES

If seal coat is final surface, install backfill prior to placing seal coat.

Install at 3:1 slope to tie into existing terrain and apply erosion control material per Item 300 at rate of 0.12 GAL/SY.

For TY A backfill, furnish flexible base meeting the requirement for any type or grade, except Grade 4, in accordance with Item 247. Compressive strengths and wet ball mill for flexible base are waived for this item. Alternate materials include RAP, salvaged material from Item 105, and salvaged material from Item 351. The alternate materials are not required to be tested but visually verified as 100% passing a 2.5 in. sieve.

ITEM 300s – SURFACE COURSES AND PAVEMENTS

For seal coat applications: Asphalt cements, cutback, performance-graded asphalt season is May 1 thru September 15. Emulsified asphalt season is April 1 thru October 15.

The latest work start date for asphalt season is August 1 when a date is required per special provision to Item 8.1.

Overlay and seal coat projects must include placement of surface material on the existing mailbox turnouts, including turnouts that are worn paths without a pavement structure. Apply a new surface and material as necessary to create a mailbox turnout with a cross slope that matches the adjacent pavement. Payment of work will be in accordance with the item for the type of material placed. If no bid item for payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., “Payment for Extra Work and Force Account Method.”

ITEMS 341 THRU 348 - HOT-MIX ASPHALT PAVEMENT

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar. Provide a minimum transition of 10' for intersections, 10' for commercial driveways, and 6' for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire subplot if the irregularities are greater than 40% of the subplot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.

ITEMS 341 - DENSE-GRADED HOT-MIX ASPHALT

Design all Type D mixtures as a surface mix, maximum 15% RAP and without RAS.

Contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEMS 347 - THIN OVERLAY MIXTURES (TOM)

Provide informational shear bond strength testing in accordance with Item 341.

For SAC A, blending SAC B aggregate with an RSSM greater than the SAC A rating or 10, whichever is greater, is prohibited.

Produce mixture with a Department approved WMA additive or process to facilitate compaction when the haul distance is greater than 40 miles or when the air temperature is 70°F and falling. WMA processes such as water or foaming processes are not allowed under these circumstances.

ITEM 351 – FLEXIBLE PAVEMENT STRUCTURE REPAIR

Unless otherwise shown on the plans, use the AUS District Flexible Pavement Details found at www.txdot.gov/about/districts/austin-district/district-standards.html.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

Contractor retains ownership of salvaged materials.

Unless shown on the plans, mill and resurface the work area during each shift on roadways with ADT greater than 20,000 or if milling will expose the flex base or subgrade per the typical section. Unless shown on the plans, mill and resurface a work area within 5 days for roadways with ADT 20,000 or less.

Taper permanent transverse faces 50 ft. per 1 in. Taper temporary transverse faces 25 ft. per 1 in. Taper permanent longitudinal faces 6 ft. per 1 in. HMA may be used as temporary tapers. Provide minimum 1 in. butt joints at bridge ends and paving ends. This work is subsidiary. Milled surfaces directly covered by a mat thickness of 1 in. or less shall produce a milled texture with a ridge to valley depth (RVD) no greater than 0.25 in. (6.5 mm).

Micro-milling equipment may use a drum narrower than 12 ft.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

<u>Roadway</u>	<u>Limits</u>	<u>Allowable Closure Time</u>
IH 35	All (1 lane closed)	9 P to 5 A
IH 35	All (2 lanes closed, see allowable work below)	9 P to 5 A
IH 35	All (2 lanes closed, all work)	11 P to 5 A
SH 45	US 183 to SH130	8 P to 5 A
LP 1	William Cannon to Parmer Lane	8 P to 5 A
US 183	SH 29 to FM 1327	8 P to 5 A
SH 71	SH 130 to IH 35	8 P to 5 A
SH 71	SH 304 to Tahitian Drive	8 P to 5 A
SH 71	US 290 W to RM 3238	8 P to 5 A
US 290 W	IH 35 to Nutty Brown Rd	8 P to 5 A
US 290 E	IH 35 to SH 95	8 P to 5 A
FM 734	FM 1431 to US 290 E	8 P to 5 A
US 79	IH 35 to Bus 79 in Taylor	8 P to 5 A
RM 1431	Lohmans Ford Rd to IH 35	8 P to 5 A
SH 29	LP 332 western terminus to SH 130	8 P to 5 A
SH 80	Charles Austin to River Road	8 P to 5 A
RM 2222	All	8 P to 5 A
RM 620	All	8 P to 5 A
RM 2244	All	8 P to 5 A
SPUR 69	All	8 P to 5 A
LP 360	All	8 P to 5 A
LP 343	All	8 P to 5 A
LP 275	All	8 P to 5 A
FM 1325	All	8 P to 5 A
All	Within 200' of a signalized intersection	9 P to 5 A
All	All (Full Closure, see allowable work below)	11 P to 4 A

Table 3 (Mobile Operations)

<u>Roadway</u>	<u>Allowable Sun Night thru Fri Noon</u>	<u>Allowable Sat thru Sun Morn</u>
Within Austin City Limits	10 A to 2 P and 7 P to 6 A	7 P to 10 A
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A
IH 35 main lanes	10 P to 5 A	9 P to 9 A
AADT over 50,000	8 P to 6 A	8 P to 10 A

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 8 P to 6 A.

Daytime or Friday night lane closures will not be allowed unless otherwise shown on the plans. One lane in each direction will remain open at all times for all roadways unless otherwise shown on the plans.

Two lanes closed on IH 35 allowed to begin at 9 P.M. for main lane (shoulder work not included) hotmix overlay or pavement repair operations (does not include bridge joint work).

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend.

No closures will be allowed 1 P.M. to 11 P.M. the Sunday of the Super Bowl.

Time charges will not be suspended during the large and special events listed below. These events are provided in the contract to allow scheduling of work around these lane closure restrictions.

All lanes will be open by noon of the day before the large events listed in below table. No closures will be allowed on Friday and the weekends for projects within 20 miles of these large events:

Table 4 (Large Events)

Event	City	Dates
Formula 1 @ COTA	Austin	Annually (See Event Website)
Moto GP @ COTA	Austin	Annually (See Event Website)
ACL Fest	Austin	Annually (See Event Website)
SXSW	Austin	Annually (See Event Website)
ROT Rally	Bastrop	Annually (See Event Website)
UT Football Games	Austin	Annually (See Event Website)
Sales Tax Holiday	All	Annually (See Event Website)
Rodeo Austin	Austin	Annually (See Event Website)

All lanes will be open by noon of the day before the special events listed in below table. No closures will be allowed on Friday and the weekends for projects within 10 miles of these special events:

Table 5 (Special Events)

Event	City	Dates
Eaker BBQ Competition	Fredericksburg	March 10, 2024
Sherwood Forest Faire	McDade / Paige	Weekends in March and April
Smithville Jamboree	Smithville	April 4-6, 2024
Two Step Inn	Georgetown	April 20-24, 2024
Wiener Dog Races	Buda	April 27-28, 2024
Founders Day Festival	Dripping Springs	April 26-28, 2024
Red Poppy Festival	Georgetown	April 26-28, 2024

Crawfish Open	Llano	3 rd Friday and Saturday in April
Fair and Rodeo	Liberty Hill	May 18, 2023
Founders Day Ceremony	Fredericksburg	2 nd Weekend in May
Crawfish Festival	Fredericksburg	Saturday before Memorial Day
Lakefest Boat Races	Marble Falls	June 10-11, 2023
Watermelon Thump	Luling	Last Full Weekend in June
Pie in the Sky	Kyle	Sept 1-2, 2023
Wine and Music Festival	Georgetown	Last Saturday of September
Deer Season Opening Weekend	All Counties in Burnet Area Office	1 st Friday and Saturday of Season
Christmas Nights of FBG Lights	Fredericksburg	Nov 21, 2023
Christmas on Mercer	Dripping Springs	Dec 2, 2023
Lady of Guadalupe Procession	Fredericksburg	Dec 12, 2023
Texas State Graduation Fall	San Marcos	TBD
Texas State Graduation Spring	San Marcos	TBD

All the large and special events listed in the above tables occur annually. Coordinate with the Department and review the city/event website to plan around the future events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

One-way traffic control, including work performed under Item 510, must be set up to provide a maximum of 20 minutes of delay to the traveling public.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal.

Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify current and future traffic control, if at any time the queue becomes greater than 20 minutes.

Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. Cover large and overhead signs to remain using latest standard TS-CD. This work is subsidiary.

Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Place a 28-inch cone, meeting requirements of BC (10) and Ty III barricades, on top of foundations that have protruding studs. This work is subsidiary.

Vertical panels used on roadways with speed limit 55mph or greater must be round in shape or have a self-righting mechanism. The “flat” or “oblong” shaped vertical panels are not allowed.

A series of sequential flashing warning lights, per BC(7), must be installed in a merging taper for long term stationary TCP. This includes all TCP setups, such as those shown on the plans or TCP setups per the standards.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign.

For non-site-specific signal projects, 2 months of barricades will be paid per work order location.

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.

Business access signs will be paid using safety contingency. Install as directed by the Engineer. Company logos will not be permitted on the signs. Maintenance of the signs will be subsidiary to Item 502.

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, Contact 832-7000 For Info”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

If SW3P plan sheets are not provided, place the control measures as directed.

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

For routine or anticipated dewatering, notify the engineer 72 hours before beginning dewatering. Notify the Engineer within 1 hour of beginning emergency or recent rainfall dewatering. Water located within the ROW that will leave the ROW must appear free of pollutants such as suspended sediment, oil sheen, floating solids, etc. Dirty water must pass thru adequate BMPs prior to leaving the ROW to prevent discharge of dirty water. Bypass pumping of water found in a navigable waterway that enters from outside the ROW and is discharged downstream of the ROW will not require the use of BMPs. Dewatering BMPs will be paid for in conformance with the applicable bid items. However, if the necessary BMP item is not included in the Contract, payment for the BMP will be in accordance with Article 9.7., “Payment for Extra Work and Force Account Method.” The act of dewatering and the equipment used to dewater will not be paid for directly but will be subsidiary to pertinent bid items.

Unless a specific pay item is provided in the plans, the installation of the 6:1 or flatter for RFD side slopes in the safety zone will be subsidiary to pertinent bid items.

Cover small waste containers (100 gallons or less) at all times. This work is subsidiary. Large waste containers (more than 100 gallons) must have a secondary discharge containment system around the container using erosion control logs. Installation of the log for each container location will be paid using existing bid items. Repair, remove, or replace of the log will not be paid. Revisions, repairs, remove or replace of the log during exchange of empty/full containers at the same location will not be paid.

Portable restrooms must be located more than 50 ft. from a waterway. Tie or stake down portable restrooms to prevent tipping due to vandalism or weather. This work is subsidiary.

Provide a designated location for disposal when excess and waste, including waste generated from cleaning of all equipment used for mixing, hauling, and transfer concrete is disposed in the ROW or PSL. Manufactured disposal containers must be metal or a plastic material with minimum 10 mil thickness. Paper, earthen berms, or pits must be lined with minimum 10 mill thickness polyethylene sheeting. Disposal locations must be located a minimum of 50 ft. from a waterway, tree, or sensitive feature. The disposal location must have a minimum height of 6 in. Maintain a minimum 4 in. of freeboard at all times. Disposal locations are not required for cleaning of small hand tools. Hardened concrete waste may be used as embankment if placed in accordance with Item 132.

Dust Control

Stockpiles that will be inactive for greater than 14 days must be treated to contain dust by covering with chemical dust suppressant, soil blanket, vertical tracking, or method other than sprinkling with water. Stockpiles that are actively being used must be treated to contain dust by vertical tracking or a method determined by the Contractor. This work is subsidiary.

Provide designated construction traffic routes when feasible. Construction site traffic must be directed to use designated routes.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners at least 48 hr. before beginning work on their driveway. Use a means and methods to construct the driveway while maintaining access to the property at all times. Full closure of a driveway is allowed for reconstruction if duration and alternate access are approved by Engineer. Install and maintain material across a work zone as temporary access. This work is subsidiary.

Unless otherwise shown on the plans, use the AUS District Driveway and Mailbox Turnout standard found at www.txdot.gov/about/districts/austin-district/district-standards.html.

Driveways that are public county roads or city streets the pavement structure will match the adjacent roadway.

ITEM 585 - RIDE QUALITY FOR PAVEMENT SURFACES

Use Surface Test Type B Pay Schedule 3 to evaluate ride quality of travel lanes, including service roads.

ITEMS 600s & 6000s – ITS, TOLLING, LIGHTING, SIGNING, MARKINGS, AND SIGNALS

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Provide all service, equipment and material required to provide a functional item and interface with existing equipment and software.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Engineer at least 24 hours in advance of work for this item.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

Roadways with existing profile pavement markings or rumble strips must supplement work zone solid lines with traffic buttons spaced at 12 in. Traffic buttons used to supplement the work zone markings will be paid by the each in addition to the work zone item.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

All projects, including resurfacing, must increase center-to-center width for center line markings to 18 in. unless the plans or existing is greater than 18 in.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

ITEM 668 – PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS

For center line applications of preformed rumble strips on multilane undivided roadways, application shall be continuous even if profile markings are present.

For center line applications of preformed rumble strips on two lane two-way roadways, application shall be continuous even if profile markings are present. The preformed rumble strip must not be placed in conflict with a broken/skip pavement marking.

For edge line applications of preformed rumble strips, use option 7 of standard RS(2) unless option 8 required due to shoulder width.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of removed materials and debris at locations off the right of way.

Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination.

The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

ITEM 3007 – BONDING COURSE

The minimum application rates are listed in Table BC. Miscellaneous Tack is allowed for use with dense-graded Type B HMA. If a tack bid item is not provided, use bonding course item.

Table BC

Material	Minimum Application Rate (gal. per square yard)
TRAIL – Emulsified Asphalt	0.06
TRAIL – Hot Asphalt	0.12
Spray Applied Underseal Membrane	0.10

Table BCS (For Informational Tests)

Material	Target Shear Bond Strength (Tex-249-F psi)
SMA – Stone-Matrix Asphalt	60.0
PFC – Permeable Friction Course	N/A
All Other Materials	40.0

CONTROL : 1378-02-059
PROJECT : C 1378-2-59
HIGHWAY : RM 1431
COUNTY : WILLIAMSON

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 134 BACKFILLING PAVEMENT EDGES <162><166><168><300><314>
ITEM 347 THIN OVERLAY MIXTURES (TOM) <300><301><320><344><504>
<520><585>
ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR <132><204><247><260>
<275><276><292><310><316><330><334><341><344>
ITEM 354 PLANING AND TEXTURING PAVEMENT
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><360><421><440>
ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><667><677>
<678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
ITEM 672 RAISED PAVEMENT MARKERS <677><678>
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>
<302><315><316>

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 PROVISION TO ITEM 2 (002---002)
SPECIAL PROVISIONS TO ITEM 8 (008---001)(008---002)(008---003)

SPECIAL SPECIFICATIONS:

ITEM 3007 BONDING COURSE <300>

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 **1378-02-059**
Project **C 1378-2-59**
Highway **RM 1431**
County **WILLIAMSON**

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, "Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department."

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

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

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

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

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

2. MINIMUM WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. RECORD AND INSPECTIONS

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

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

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

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

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

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

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

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1380	Milling Machine Operator Motor Grader Operator,	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures Pavement Marking Machine Operator					\$21.29	\$18.34						\$21.29			\$18.62	
1396		\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector Slurry Seal or Micro-Surfacing Machine Operator																
1708																	
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$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.

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. DEFINITIONS

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

In accordance with 43 TAC §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

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

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)



Submit Form 1295, "Certificate of Interested Parties," in the following instances:

- at Contract execution for Contracts awarded by the Commission,
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of \$1 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to \$1 million or more because of changes in the Contract,
- at any time there is an increase of \$1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

Form 1295 and instructions for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision 000

Important Notice to Contractors



Table 1
Daily Contract Administration Liquidated Damages

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

In addition to the amount shown in Table 1, the liquidated damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

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

2. DEFINITIONS

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

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

2.1.1. Policy.

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

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

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

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

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

2.1.2. Contractor's Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

Certified HUBs and DBEs are eligible as SBEs.

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

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

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

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

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

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

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

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

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

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

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

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

- 2.2. **Article B—No SBE Goal.**

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

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

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

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

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

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

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

Special Provision to Item 2

Instructions to Bidders



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

Article 2.2., "Eligibility of Bidders," is supplemented by the following.

- 2.3. **Technical Prequalification.** A technical prequalification is required of the Contractor to which the Contract is awarded, before the commencement of rail construction activity, and is in addition to all other bidder prequalification requirements set forth by the Department's Construction Division. To prequalify, file acceptable documentation demonstrating the capability of the Contractor or the Contractor's designated subcontractors to perform the specific categories of work described below that are pertinent to this Contract. The categories of work that are pertinent to this Contract are listed in the "Important Notice to Contractors" Special Provision in the Contract.

Submit completed prequalification documents at least 20 working days before beginning rail construction activities to the Rail Division, Rail Planning and Programs Section, Texas Department of Transportation, 125 East 11th Street, Austin, TX 78701-2483, or by email to RRD_RailPlan@txdot.gov. The Department will respond no later than 5 days after receipt of the submission. Any documentation that does not correctly address all specified items will be rejected for insufficient data, and additional information must be provided. Submit prequalification documentation under cover letter from the Contractor.

As an option to submitting for contractors and subcontractors for approval for the project, the Contractor may use category-approved railroad-work prequalified contractors and subcontractors as shown on the MPL of Railroad Work Prequalified Contractors/Subcontractors on the Department's website.

Should the Contractor have approved subcontractors that meet the requirements in accordance with this Specification, and should these subcontractors be unable to complete the entire project, the Contractor must resubmit technical prequalification material for alternate subcontractors for approval before the pertinent category of work can be continued.

- 2.3.1. **Category A.1.0. Trackwork.** The Contractor or the designated subcontractor must meet the following experience requirements.
- 2.3.1.1. **Minimum Experience.** Two yr. continuous existence offering services in the construction of new track and existing track rehabilitation including the removal and installation of concrete railroad crossties, timber railroad crossties, crosstie securement, installation of continuously welded rail, installation of jointed rail, track gauging, turnouts, remotely controlled switches, hand-operated switches, and concrete and timber vehicular-grade crossings.
- 2.3.1.2. **Completed Projects.** Four completed projects where the personnel constructed at least 5,280 track ft. of new track on newly constructed track bed.
- 2.3.2. **Category A.2.0. Ballasting and Surfacing.** The bidder or the designated subcontractor must meet the following experience requirements.
- 2.3.2.1. **Minimum Experience.** Two yr. continuous existence offering services in the ballasting and surfacing of railroad trackwork, including new track construction and tie replacement projects.

Experience must include the following:

- furnishing, delivery, and unloading of ballast to project site,
- distribution, tamping, raising, lining, and surfacing of the track, with the finished surface of the ballast dressed in conformance with project instructions, and
- track construction and surfacing to the alignment and grade as shown on the plans.

2.3.2.2. **Completed Projects.** Four completed projects where the personnel performed unloading, distribution, tamping, raising, lining, and surfacing of the track during the project. Each project must have consisted of at least 5,280 track ft. of such work. The completed trackwork must have been in continuous satisfactory operation for at least 1 yr.

2.3.3. **Category A.3.0. Timber Rail Bridge Rehabilitation.** The Contractor or the designated subcontractor must meet the following experience requirements.

2.3.3.1. **Minimum Experience.** Two yr. continuous existence offering services in rehabilitation of timber railroad bridges, including repairs to the superstructure and substructure.

Experience must include the following:

- furnishing, delivery, and unloading of materials to project site,
- timber pile replacement, timber pile posting, timber stringer replacement, installing timber helper stringers, timber bracing, timber curbs, timber caps, timber sills, timber bulkheads, replacement of crossies on ballasted-deck and open-deck timber bridges, and securement of timber rail bridge components, and
- track construction and surfacing on timber rail bridges to the alignment and grade as shown on the plans.

2.3.3.2. **Completed Projects.** Four completed projects where the personnel performed repair or rehabilitation of timber rail bridges. The projects must have included each type of work listed above on at least 12 timber rail bridges. The completed work must have been in continuous satisfactory operation for at least 1 yr.

2.3.4. **Category A.4.0. Grade-Crossing Signal System Installation and Rehabilitation.** The Contractor or the designated subcontractor must meet the following experience requirements.

2.3.4.1. **Minimum Experience.** Two yr. continuous existence offering services in the installation, rehabilitation, and repair of highway-rail grade-crossing signal systems.

Experience must include the following:

- furnishing, delivery, and unloading of materials to project site, and
- installing narrow-band multi-shunts; installing track wire; installing welded rail bonds; installing insulated and non-insulated joints; installing grade-crossing signal cabinets; installing grade-crossing signal masts, lights, gates, and cantilevers; wiring grade-crossing signal cabinets and light systems; and installation, adjustment, and replacement of highway-rail grade-crossing signal system controls, including traffic signal preemption systems.

2.3.4.2. **Completed Projects.** Four completed projects where the personnel performed installation, repair, replacement, or rehabilitation of grade-crossing signal systems and components. Each project must have consisted of at least two grade crossing locations including such work. The completed grade-crossing work must have been in continuous satisfactory operation for at least 1 yr.

Special Provision to Item 8

Prosecution and Progress



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

Article 8.6., "Failure to Complete Work on Time," is supplemented by the following.

- 6.1. **Lane Closure Assessment Fees.** Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak-hour traffic for each time increment shown on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.
- 6.1.1. **Definition of Terms.** For this Contract, the following definitions apply.
 - 6.1.1.1. **Time Increment.** Any continuous defined increment of time or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.
 - 6.1.1.2. **Assessment Fee.** The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak-hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.
 - 6.1.1.3. **Closure or Obstruction.** When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that shown on the plans.
 - 6.1.1.4. **Peak-Hour Traffic Times.** Schedule of days and times described in the General Notes when lane closures or obstructions are not allowed.
- 6.1.2. **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

Special Provision to Item 8 Prosecution and Progress



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

Article 8.1., "Prosecution of Work." The first sentence of the first paragraph is voided and replaced by the following.

Before March 1, select the date to begin work and notify the Engineer in writing of the date. The date selected must allow for the completion of seal coat operations within the Contract asphalt season.

The Engineer may allow the sealing operations to be performed outside the asphalt season.

The Engineer may suspend the work and working day charges on work not completed within the asphalt season until the next asphalt season.

Article 8.3., "Computation of Contract Time for Completion." The first paragraph is voided and replaced by the following.

The number of working days is established by the Contract. Working day charges will begin on the earliest date of either:

- the first day of asphalt season as shown on the plans, or
- when sealing operations are allowed to begin.

Section 8.3.1., "Working Day Charges," is voided and replaced by the following.

Working days will be charged in accordance with Section 8.3.1.1., "Five-Day Workweek," Section 8.3.1.2., "Six-Day Workweek," or Section 8.3.1.3., "Seven-Day Workweek," as shown on the plans. Once time charges begin, time charges will continue until sealing operations have been completed.

Working day charges may be suspended when the principal item of work cannot be performed, when approved.

Special Provision to Item 8

Prosecution and Progress



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

This Item is supplemented by the following.

9. INCENTIVE USING ROAD-USER COST OR CONTRACT ADMINISTRATION LIQUIDATED DAMAGE VALUES AND DISINCENTIVE USING ROAD-USER COST

This Special Provision is for the application of incentives and disincentives as follows:

- incentives for early Contract completion using contract administration liquidated damage or early substantial completion of work ahead of time using daily road-user cost values as basis and
- disincentives for late substantial completion of work using daily road-user costs.

Incentive provisions based on contract administration liquidated damages will apply when shown on the plans. Incentive provisions based on road-user cost will apply when shown on the plans. Disincentive provisions based on road-user cost will apply when road-user cost incentive provisions are as shown on the plans. The disincentive provisions based on road-user cost will also apply when shown separately on the plans (without an associated road-user cost incentive).

Definitions are as follows.

- **Contract Completion.** The final acceptance date (day) unless performance, establishment, and maintenance periods occur. In the case of performance, establishment, and maintenance periods, completion will be considered when all work is complete and accepted, except for performance, establishment, and maintenance periods, with time computed to the suspension of time charges for the acceptance process.
- **Substantial Completion of Work.** The date (day) when all project work (or the work for a specified milestone or phase) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified milestone or phase of work); all pavement construction and resurfacing are complete; and traffic control devices and pavement markings are in their final position (or as shown on the plans for the specified milestone of work). The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

10. TIME ALLOWED FOR CONTRACT OR SUBSTANTIAL COMPLETION

Time allowed for Contract or substantial completion, including milestones, will be addressed by either or a combination of the following.

- **A + B.** When A + B bidding provisions are included in the Contract, the B working days bid will be considered as the time allowed for Contract or substantial completion as applicable.
- **Department-Established Time.** The plans will show either the number of working days or a specific date for the purposes of computing early Contract or early substantial completion incentives or disincentives.

11. TIME CHARGE ADJUSTMENTS

Time charge adjustments will be made in accordance with the schedule required to meet Article 8.1., "Prosecution of Work" and Article 8.5., "Project Schedules," the proposal, and the plans. For Contracts with milestone dates, time charges for the completion incentives and disincentives will not be adjusted for weather, weekends, holidays, or other unforeseeable events not under the control or responsibility of the Department. However, time charges for completion incentives or disincentives may be adjusted by the Engineer when:

- work under the control of the Department, such as extension of limits or changes in scope, changes the actual duration of completion;
- delays occur because of unadjusted utilities or unclear right of way when clearance is not the responsibility of the Contractor; or
- catastrophic events occur, such as a declared state of emergency or natural disaster, if the event directly affects the Contractor's prosecution.

11.1. **Incentives.** As shown on the plans and in accordance with the Contract, the Department will pay an incentive for early Contract completion or early substantial completion of work under the number of working days specified in the Contract. The maximum number of working days used in computing the credit will be 30 days for each milestone and Contract completion incentive unless otherwise specified in the Contract. The amount of the credit will be added to money due or to become due to the Contractor.

11.2. **Early Contract Completion Incentive.** The incentive will be based on the difference between the actual early Contract completion days and the Contract completion days in the Contract. The difference will then be multiplied by the daily contract administration liquidated damage value shown in the proposal.

11.3. **Early Substantial Completion of Work Incentive.** The incentive will be based on the differences between the actual early substantial completion of work and the Contract days allowed to substantially complete the work (or the specified milestone or phase of work). The difference will then be multiplied by the daily road-user cost values specified for substantial Contract completion (or road-user cost specified for the pertinent milestone or phase of work).

11.4. **Disincentives for Failure to Substantially Complete Work on Time.** As shown on the plans and in accordance with the Contract, failure to substantially complete the work (or specified milestone or phase of work) within the established number of working days will result in the assessment of disincentives using the daily road-user cost shown on the plans for each working day in excess of those allowed. The road-user cost disincentive deductions will be in addition to any Contract administration liquidated damages, in accordance with Article 8.6., "Failure to Complete Work on Time." The amount of the disincentive will be deducted from money due or to become due to the Contractor. The road-user cost disincentives will be assessed not as a penalty, but for added expense incurred by the traveling public.

Special Specification 3007

Bonding Course



1. DESCRIPTION

Construct a bonding course using a Tracking-Resistant Asphalt Interlayer (TRAIL) or a Spray Applied Underseal Membrane before the placement of a new hot-mix asphalt concrete pavement.

2. MATERIALS

Furnish asphalt materials in accordance with Article 300.2., "Materials" for one of the following two options:

- 2.1. **TRAIL.** Furnish asphalt material described as "tack" for typical use in the TRAIL Material Producer List. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use, unless required in conformance with the manufacturer's recommendation for approved TRAIL products on the MPL.
- 2.2. **Underseal Membrane.** Furnish asphalt material meeting the requirements of Special Specification 3005, "Spray Applied Underseal Membrane." Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

Furnish asphalt material for applying tack coat to all miscellaneous contact surfaces when approved by the Engineer:

- 2.3. **Miscellaneous Tack.** Furnish CSS-1H, SS-1H, EBL, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, Asphalts, Oils, and Emulsions. Specialized tack coat materials on the MPL for Tracking Resistant Asphalt Interlayer (TRAIL) will be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use, unless required in conformance with the manufacturer's recommendation for approved TRAIL products on the MPL.
- 2.4. **Sampling.** The Engineer will obtain at least one sample of the tack coat binder per project per source in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300. The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, all applicable bills of lading (if available), and project information, including highway and control-section-job (CSJ) number. For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300.

3. EQUIPMENT

- 3.1. **TRAIL.** Provide the equipment recommended by the producer.
- 3.2. **Underseal Membrane.** Provide in accordance with Special Specification 3005, "Spray Applied Underseal Membrane."

4. CONSTRUCTION

- 4.1. **Preparation.** Clean the surface before placing the bonding course. Apply bonding course uniformly at the approved rate, unless otherwise directed. The Engineer will set the rate between 0.04 – 0.14 gal. of residual asphalt per square yard of surface area. The Engineer may adjust the application rate, taking into

consideration the existing pavement surface conditions. Prevent splattering of the bonding course when placed adjacent to curb, gutter, and structures,

Apply a thin, uniform tack coat to all miscellaneous contact surfaces of curbs, structures, and joints. Prevent splattering of the tack coat when placed adjacent to curb, gutter, and structures.

- 4.2. **TRAIL.** Perform the following construction methods when applying a TRAIL for a bonding course:
- 4.2.2. **Test Strips.** When required by the Engineer, perform a test strip of TRAIL at a location on or near the project as directed. Allow the strip to cure for a maximum of 30 min. Drive over the test strip with equipment used during laid-down construction to simulate the effect of paving equipment. There should be no evidence of tracking or picking up of the TRAIL material on the wheels of the equipment.
- 4.2.3. **Placement.** Uniformly apply the TRAIL material to all areas where mix will be placed, including joints, at the rate shown on the plans or as directed, within 15°F of the approved temperature, and not above the maximum allowable temperature. Unless otherwise directed, uniformly apply the TRAIL material at a minimum rate specified on the plans. The Engineer will set the application rate between 0.06 – 0.14 gal. per square yard for emulsion TRAIL and the application rate between 0.08 – 0.12 gal. per square yard for hot-applied TRAIL.
- 4.3. **Underseal Membrane.** Place in accordance with Special Specification 3005, "Spray Applied Underseal Membrane."
- 4.3.2. **Placement.** Do not allow any loose mixture onto the prepared surface before application of the membrane. Unless otherwise directed, uniformly apply the membrane to all areas where mix will be placed, including joints, at the rate shown on the plans. Unless otherwise directed, uniformly apply the membrane at the minimum rate specified on the plans. The Engineer may adjust the application rate, taking into consideration the existing pavement surface conditions. The Engineer will set the application rate between 0.10 – 0.22 gal. per square yard for underseal membrane.
- 4.4. **Quality Control.** Stop application if it is not uniform due to streaking, ridging, pooling, or flowing off the roadway surface. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of non-uniform application.

The Engineer may perform independent tests to confirm contractor compliance and may require testing differences or failing results to be resolved before resuming production.

The Engineer may stop the application and require construction of test strips at the Contractor's expense if any of the following occurs:

- non-uniformity of application continues after corrective action;
- evidence of tracking or picking up of the TRAIL;
- in three consecutive shots, application rate differs by more than 0.02 gal. per square yard from the rate directed; or
- any shot differs by more than 0.04 gal. per square yard from the rate directed.

The Engineer will approve the test strip location. The Engineer may require additional test strips until surface treatment application meets specification requirements.

5. MEASUREMENT

- 5.1. **Volume.** Asphalt material, including all components, will be measured at the applied temperature by strapping the tank before and after road application. The distributor calibrated strap stick will be used for measuring the asphalt level in the distributor asphalt tank. The certified tank chart will be used to determine the beginning gallons and the final gallons in the distributor tank. The quantity to be measured for payment will be the difference between the beginning gallons and the final gallons.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Bonding Course." These prices are full compensation for surface preparation; furnishing, preparing, hauling, Miscellaneous Tack used for all miscellaneous contact surfaces, and placing materials; removing existing pavement markers and excess aggregate; rolling; cleaning up stockpiles; and equipment, labor, tools, and incidentals.

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